

**SAN DIEGO HOUSING COMMISSION**  
**AGREEMENT FOR DIVERSION COLLECTIVE**  
**WITH**  
**CITY OF OCEANSIDE**

Agreement No. HHI-27-31

This Agreement, entered into this 9th day of June, 2026,

between the Commission:

SAN DIEGO HOUSING COMMISSION  
1122 Broadway, Suite 300  
San Diego, California 92101  
Tel.: 619-231-9400

and the Contractor:

City of Oceanside  
300 North Coast Highway  
Oceanside, California 92054

is made in accordance with the following terms and conditions:

101. **Definitions.** When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the “Schedule of Definitions,” attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. **Description of Work.** Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be May 01, 2026, through April 30, 2027 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) **Extensions.** Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) Options. The Commission may also extend the term for one (1) additional one (1)-year period (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

(c) Extensions and Options. Nothing contained in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission’s sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. **Compensation**. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms, which are attached hereto as Attachment D.

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless Attachment D provides for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Agreement Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Specifications/Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) contain such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Necessary Approvals**.

(a) In the event that the initial amount of this Agreement exceeds, or a change order increases the amount of this Agreement to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Agreement must be approved by the Board of

Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Agreement unless and until such approval, if required, is obtained.

(b) In the event that the initial amount of this Agreement exceeds, or a change order increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Agreement must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this Agreement unless and until such approval, if required, is obtained.

106. **Agreement Documents**. In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Specifications/Scope of Work, the Compensation Terms, and the Prevailing Wage Attachment, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 22 of the General Conditions.

107. **Counterparts; Electronic Execution**. This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any “electronic signature” in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Agreement for Diversion Collective with City of Oceanside (Agreement No. HHI-27-31):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

**Contractor:**

City of Oceanside

Signed by:  
By: Leilani Hines  
234E0299708C429...

Date: 6/8/2026

Name: Leilani Hines

Title: Housing and Neighborhood Services Director

**Commission:**

San Diego Housing Commission

Signed by:  
By: Jonathan Herrera  
9951E56110824CA...

Date: 6/9/2026

Name: Jonathan Herrera

Title: Vice President, Homeless Housing Innovations

DocuSigned by:  
By: George Williams  
5D27F22074C6406...



Date: 6/9/2026

Name: George Williams

Title: Director, Procurement and Labor Compliance

**Approved as to Form:**

Aleshire and Wynder LLP

DocuSigned by:  
By: Fred Galante  
7D0F5E4E9D9F405...

Date: 6/8/2026

Name: Fred Galante

Title: Special Counsel, San Diego Housing Commission

## **Attachment A Schedule of Definitions**

1. “Agreement” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Agreement Number” means the number specified next to the phrase “Agreement No.” at the top of this Agreement.
3. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
4. “Authority” means the Housing Authority of the City of San Diego.
5. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
6. “City” means the City of San Diego.
7. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
8. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the authorized officers, employees, and agents of the Commission.
9. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
10. “Conflict” means circumstances, known to the Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.
11. “Contractor” means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.
12. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).

13. “General Conditions” means the terms and conditions contained in Attachment B to the Agreement.
14. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.
15. “Indemnitee” means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
16. “Inspecting Agency” means the Commission and any of its duly authorized representatives.
17. “Initial Term” shall have the meaning ascribed thereto by Section 103.
18. “Maximum Compensation” shall have the meaning ascribed thereto by Section 104.
19. “Option Period” shall have the meaning ascribed thereto by Section 103(b).
20. “Parties” means the Commission and Contractor, collectively, and “Party” means either of the Parties, individually.
21. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
22. “Specifications/Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

## **Attachment B General Conditions**

1. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission, the Housing Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission's direction concerning the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission, whether by agreement or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission.

2. **Designated Representative.** Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to be made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days' written notice to the Commission.

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

4. **Non-disclosure.** The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) **Exception.** Nothing in this Section shall apply to the disclosure of any information that:

(i) Was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by the Commission;

(ii) Subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party other than the Commission, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with the Commission if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 7920.000 et seq., as it may be amended or recodified; or

(v) is required to be disclosed pursuant to Applicable Law or a court order, provided that Contractor gives written notice of such requirement to the Commission prior to such disclosure; if permitted by Applicable Law; such shall be reasonably calculated to allow the Commission to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

5. **Contractor's Indemnification Liability.** Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, the single-limit insurance policies checked below and comply with the other requirements of this Section.

- |                                     |                      |                                     |   |
|-------------------------------------|----------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | General Liability    | <input checked="" type="checkbox"/> | Workers Compensation                          |
|                                     | \$2,000,000.00       |                                     | \$1,000,000.00                                |
| <input checked="" type="checkbox"/> | Automobile Liability | <input type="checkbox"/>            | Errors and Omissions / Professional Liability |
|                                     | \$1,000,000.00       |                                     | \$1,000,000.00                                |
| <input type="checkbox"/>            | Other:               |                                     |   |
|                                     | \$                   |                                     |   |

(a) **Requirements for All Policies.** All commercial general liability and commercial automobile liability insurance policies required pursuant to this Section shall comply with the following:

(i) No Required Insurance policy may be canceled by Contractor during the required insured period under this Agreement, except after thirty days' prior written notice to the Commission by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

(ii) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission via certified mail, deposited at least thirty (30) days prior to the effective date thereof.

(iii) Each policy shall contain an endorsement naming “the Commission, the Authority, and the City of San Diego, and their respective elected and appointed officials, officers, agents, employees, and representatives” as additional insureds.

(iv) Each policy shall contain an endorsement providing that coverage is primary and non-contributory to any insurance that may be carried by the Commission, the Authority, or the City.

(v) Each policy shall contain an endorsement waiving subrogation against the Commission, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor’s insurers that arise out of or in relation with Contractor’s performance under this Agreement.

(vi) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.

(b) Commercial General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.

(c) Commercial Automobile Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor’s automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor’s duties and obligations pursuant to this Agreement, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile (“any auto”).

(d) Errors and Omissions Insurance. Required for all professional services provided, including but not limited to: accountant, architect, attorney, claims administration firms, consultants, insurance brokers, engineers, financial advisors, or other person who maintains a professional license. At all times during the term of this Agreement, Contractor shall maintain errors and omissions liability insurance in the amount of at least \$1,000,000 per claim. Any policy inception date, continuity date, or retroactive date must be before the effective date of this

agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(e) Workers' Compensation Insurance. California law requires a company to have Workers Compensation insurance if they have one (1) or more employees. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage per accident or disease. Coverage is required whether the employee is full-time, part-time, temporary, or a family member of the owner. All employees of a company as legally defined, including corporate officers and directors, must be included in the Worker's Compensation policy unless they are owners of the firm as defined by Applicable Law.

(f) Additional Requirements. In addition to the foregoing requirements, Contractor shall comply with the following requirements:

(i) Carriers. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission. The Commission will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.

(ii) Certificate Holders. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies.

(iii) Timing. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify.

(iv) Deductibles. All deductibles and retentions shall be Contractor's sole responsibility.

(v) No Limitation on Liability. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.

(vi) No Increased Exposure. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission's exposure to loss during the term of this Agreement.

(vii) Additional Insurance. Agreement may obtain additional insurance not required by this Agreement.

(viii) **Expiration.** Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.

(g) **Commission Review of Policies.** Upon the Commission's request, Contractor shall promptly submit to the Commission a copy of any policy required by this Section. If the Commission determines that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission's reasonable discretion, and Contractor shall comply with any the Agreement as amended.

7. **Insurance Proceeds.** If Contractor receives insurance proceeds when property owned or provided by the Commission, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.

8. **Casualty, Fire, Natural Disaster, and Misused Property.** When property owned or provided by the Commission, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore such property to its original condition.

9. **Correction of Work.** Performance of the terms of this Agreement shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

10. **Compliance with Laws and Policies.** Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

11. **California Equal Opportunity Requirements.** During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,

gender expression, age, sexual orientation, military and veteran status, or any combination of these characteristics; nor shall Contractor discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any combination of these characteristics. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article

(c) Contractor shall permit access by representatives of Civil Rights Department (formerly Department of Fair Employment and Housing) and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12. **Illegal Discrimination.** Illegal discrimination of all types and kinds is prohibited in connection with the performance of the Scope of Work regardless of the type of funds used, where federal funds, programs or agencies are involved, where applicable, Presidential Executive Orders, that are in force and effect at the time of execution of the applicable agreement and where federal funds, programs and/or agencies are involved. The prohibition against all types and kinds of illegal discrimination is also applicable when federal agencies and/or federal programs are involved with the performance of the Scope of Work. Federal programs include but are not limited to the federal Housing Choice Voucher Program, the federal Project Based Voucher Program, the CDBG Program, the Cranston Gonzales HOME Program of 1992, and all other federal programs, of every kind and nature where federal funds or agencies are involved. The language concerning all illegal discrimination being prohibited is also applicable when no federal funds are used.

13. **Records.** Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) **Accounting Records.** In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the

cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) Inspection and Photocopying. At any time during normal business hours and as often as reasonably requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any Inspecting Agency, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) Copies of Records. Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).

(d) Storage. Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) Flow Down. Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.

14. Subcontracting. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission, which it may withhold in its sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission.

(a) Requesting Consent. In order to obtain consent to subcontract, Contractor shall submit to the Commission a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed except upon written approval of the Commission.

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

15. **Assignment**. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission.

16. **Preference for Domestic Materials**. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

17. **Preparation of Written Reports or Documents**. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

18. **Termination**. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in the Commission's interest. In the event that the health, safety, or general welfare of Contractor's clients or members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Agreement. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

19. **Patents and Copyrights**. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

20. **Drug-free Workplace**. Contractor certifies to the Commission that it will provide a drug-free workplace and will:

- (a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

21. **Plan of Operations.** Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.

22. **Labor Law.** Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

If checked, additional state prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

If checked, additional federal prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

23. **Entire Agreement.** This Agreement represents the sole and entire Agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party.

24. **Waiver.** No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

25. **Successors in Interest.** The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

26. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.

27. **Signing Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

28. **Conflict Between Agreement and Attachments.** To the extent that the terms of the Agreement and the Attachments to this Agreement conflict, the following order of construction shall apply:

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and

(b) To the extent that any Attachment and any Schedule conflicts, the Attachment shall prevail.

29. **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

30. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

31. **Headings.** All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

32. **Attorney's Fees and Costs.** In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

33. **Remedies Upon Default.** The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance

with the requirements of the Specifications/Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes), shall constitute a breach under the terms of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of Contractor's clients or members of the public, the Commission shall give seven (7) days' written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to cause another contractor or the Commission to take over the duties under the terms of the Agreement, the right to sue for damages, specific performance or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of Contractor's clients or members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Agreement. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds that may have been advanced to the Contractor and that have not been earned.

The failure of the Commission to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days' written notice to cure any such breach to the Commission. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

34. **Notices.** All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.

35. **Audit Requirements.** Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Agreement. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contract.

36. **Contractor Evaluation Program.** An essential component of agreement administration is the regular evaluation and documentation of Contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

37. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section shall result in unilateral and immediate termination of this Agreement by the Commission upon written notice to Contractor.

38. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Cassie Li, Senior Legal Contracts Analyst, at [cassiel@sdhc.org](mailto:cassiel@sdhc.org) within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor, Contractor shall notify such consultant of the consultant's responsibility to file a Form 700 with the City's Clerk's Office within thirty (30) days of such termination or expiration.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor.

39. **Procedure for Handling Conflicts of Interest.** Except upon the prior written consent of the Commission, which it may withhold in its sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict.

(a) Meet and Confer. Contractor shall promptly notify the Commission in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission to agree upon terms to apply to its and/or arrangements with an affected prospective client, and/or related financial interest connected to its arrangements with the Commission, in order to continue to perform services for such client and/or financial interests and the Commission without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client and/or related financial interest refuse to agree to such modification, the Commission may terminate this Agreement immediately upon written notice to Contractor.

(b) When Consent Is Given. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.

(c) Termination. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

## Attachment C

### Specifications/Scope of Work

#### 1. DIVERSION COLLECTIVE OVERVIEW & OBJECTIVES

As part of the comprehensive approach of the City and the Commission to addressing homelessness, Contractor will participate in the Commission's Diversion Collective by leveraging existing staff to provide light-touch case management and short-term financial resources to households experiencing homelessness in the County of San Diego who are accessing the homeless crisis response system ("Participants") to quickly overcome homelessness and remain housed.

Contractor must ensure that its staff and volunteers providing services as part of the Diversion Collective adhere to all national, regional, and local best practices and standards for service delivery and communications/engagement with Participants including, but not limited to, utilizing trauma-informed care, motivational interviewing, solutions-focused strategies, a low-barrier model, and fair-housing practices. All services must be person-centered and easily accessible.

The Contractor will adhere to all rules, regulations, performance standards, and requirements promulgated by the Regional Task Force on Homelessness ("RTFH") and/or the San Diego Continuum of Care ("San Diego CoC"), as in effect during the term of this Agreement<sup>1</sup>.

#### 2. DIVERSION COLLECTIVE ELIGIBILITY

Each Participant will be:

- a. A resident of the County of San Diego.
- b. A household who meets HUD's definition of Literally Homeless (Category 1) or Fleeing/Attempting to Flee Domestic Violence (Category 4)<sup>2</sup>. The Commission reserves the right to extend eligibility to persons who are At Imminent Risk of Homelessness (Category 2) and will notify Contractor in writing if Commission elects to do so.
- c. Certified as homeless in alignment with San Diego CoC standards and policies<sup>3</sup>.
- d. A household who demonstrates ability to sustain housing and financial obligations after assistance has been applied.

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<sup>1</sup> Regional Task Force on Homelessness, [San Diego CoC Community Standards](https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/), <https://www.rtfhsd.org/updates/updated-san-diego-coc-community-standards/>.

<sup>2</sup> HUD Exchange, Four Categories of the Homeless Definition, <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/four-categories/>.

<sup>3</sup> Regional Taskforce on Homelessness, Documenting Homeless Eligibility and Recordkeeping Guide, <https://www.rtfhsd.org/wp-content/uploads/2024/09/Documenting-Homeless-Eligibility-and-Recordkeeping-Guide.pdf>

- e. A household not currently receiving ongoing rental assistance from another program.

### **3. DIVERSION COLLECTIVE SERVICES**

Contractor will ensure the following services are provided to Participants using an evidence-based model with low barriers to enrollment and operations pursuant to this Agreement:

- a. Short-term case management and housing search support to quickly stabilize Participants in housing, including but not limited to:
  - i. Assessing Participant needs by entering into a problem-solving conversation which includes diversion questions and strategies.
  - ii. Referrals to County of San Diego, State of California, and federal programs, as well as nonprofits and social services agencies, as needed.
  - iii. Advocacy and mediation with potential landlords to secure new housing, as needed.
- b. Issuing short-term diversion financial assistance targeting barriers to housing, with the goal of resolving the Participant's homelessness and transition to permanent housing.
  - i. Financial assistance may include, but is not limited to:
    1. Rental assistance: arrears, first and last month's rent.
    2. Application fees, background checks, or credit checks.
    3. Utility deposits/arrears.
    4. Moving costs: moving truck, storage fees, moving company.
    5. Hotel/motel assistance for up to 14 nights while waiting for permanent housing move-in.
    6. Transportation: fees associated with car registration, citations, driver's license fee, vehicle repair or inspection fees.
    7. Work-related supplies: uniforms, shoes, tools, etc.
  - ii. When diversion financial assistance is used to move the Participant into a housing unit, the Contractor must obtain documentation from the Participant and Landlord asserting that the unit is decent, safe, and sanitary in accordance with Applicable Law and all guidelines related to housing habitability standards.
  - iii. Diversion financial assistance may not be used for expenses that will not resolve the Participant's homelessness, ongoing expenses, and items that can be paid for through other community resources. For purposes of this Agreement, "community resources" means other publicly available or

charitable funding streams, programs, or services (including but not limited to government benefits, mainstream housing and homelessness programs, and nonprofit or faith-based assistance) that can reasonably be accessed by the Participant to pay for the same type of expense.

- iv. Contractor shall ensure that all expenditures claimed or incurred in connection with this Agreement are reasonable and necessary to carry out the services described herein, consistent with Applicable Law and any written guidance issued by the Commission. The reasonableness of any expenditure, and its eligibility for payment or reimbursement under this Agreement, shall be determined in the sole and absolute discretion of the Commission, and the Commission's determination shall be final and binding.

#### **4. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**

Contractor must enter and maintain data in the San Diego CoC-approved HMIS<sup>4</sup> under an agency created, owned, and managed by the Commission for the Diversion Collective. Contractor must comply with all HMIS policies and procedures in effect during the term of this Agreement, as promulgated by the San Diego CoC, including those for data collection, data entry, data quality, and standards for missing data, incomplete data, and timeliness of data entry. Contractor agrees to grant access to all data related to Contractor's participation in the Diversion Collective in the San Diego CoC-approved HMIS to all appropriate Commission staff for purposes of data analysis, compliance monitoring, and performance monitoring.

#### **5. CONTRACTOR POLICIES AND PROCEDURES**

At a minimum, Contractor must have policies and procedures in place for the following components, ensure staff and volunteers providing services as part of the Diversion Collective are trained on these policies and procedures, and provide any such policies and procedures to the Commission within 15 days of any request by the Commission:

**Verification of homelessness.** Processes for verifying and documenting homelessness in alignment with the San Diego CoC standards and policies<sup>5</sup>, including, at minimum, the following:

- Identification of the categories of homelessness that apply to the Diversion Collective.
- The process for verifying homelessness at intake while ensuring lack of third-party documentation is not a barrier to enrollment.

**Grievances.** Policies and procedures for Participants to file grievances, including a meaningful, low-barrier and expeditious appeal process.

<sup>4</sup> Regional Task Force on Homelessness, Homeless Management Information System (HMIS), <https://www.rtfhsd.org/about-coc/homeless-management-information-system-hmis/>.

<sup>5</sup> Regional Taskforce on Homelessness, Documenting Homeless Eligibility and Recordkeeping Guide, <https://www.rtfhsd.org/wp-content/uploads/2024/09/Documenting-Homeless-Eligibility-and-Recordkeeping-Guide.pdf>.

**Confidentiality/privacy.** A Participant confidentiality/privacy policy, including but not limited to:

- Release of information (ROI) forms, including an ROI notifying the Participant that the Commission, including but not limited to its staff, employees, and officers, are authorized to contact the Participant for any required follow-up. Contractor hereby authorizes the Commission to communicate directly with any Participant without limitation.
- Notice of Contractor’s privacy practices or confidentiality policy to be provided to Participants.

**Protections for survivors.** Policies and procedures for protection of survivors of domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening situations in alignment with Applicable Law including, at a minimum:

- Notice of occupancy rights.
- Emergency Transfer Plans.
- Confidentiality policy.
- Lease bifurcation and/or amendment procedure, if applicable.

**Limited English proficiency (LEP) or language access plan.** Policies and procedures to ensure Participants with limited English proficiency are able to access Contractor’s services.

**Reasonable accommodation.** Policies and procedures for reasonable accommodation requests, modifications, and appeals in alignment with Applicable law, including, at minimum:

- A procedure for Participants to request a reasonable accommodation.
- A procedure for evaluating, tracking, and processing requests.
- A procedure for informing the Participant of the decision and timeline.
- A procedure for Participant appeals.
- A procedure for notification of final determination.

**Mandated reporting.** Policies and procedures for all mandated reporting categories including protected classes such as elders, children, and dependent adults as defined by Applicable Law.

**Education resources and rights.** Policies and procedures designed to provide educational resources and rights for applicable youth served by the Program<sup>6</sup>.

**Nondiscrimination.** Policies and procedures for nondiscrimination assurance.

**Program records.** Policies and procedures for record management and retention that are designed to ensure compliance with this Agreement, including, at minimum, a policy and procedure to ensure all files pertaining to personal Participant information remain confidential and kept in a locked file cabinet or equivalent secure storage container. All computer files must be accessible by password only and otherwise secured using reasonable data security protocols.

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<sup>6</sup> San Diego County Office of Education, <https://www.sdcoe.net/special-populations/homeless-education>.

**6. MONITORING AND IMPROVEMENT ACTIVITIES**

Contractor must actively participate in compliance, performance monitoring, and improvement activities administered by the Commission. Such activities may include, but are not limited to:

- a. Compliance and financial audits related to the Diversion Collective.
- b. Attendance and participation in meetings with Commission to discuss progress on the Diversion Collective, as well as technical assistance and training facilitated by the Commission related to the Diversion Collective.
- c. Participation in any assessments that may be conducted by the Commission or a third-party consultant to assist the Commission and Contractor in ensuring Diversion Collective services best meet the needs of the population being served, and align with national, regional, and local best practices and standards as determined by the Commission and the San Diego CoC. Contractor must adopt any policies and procedures resulting from any such assessment, upon written direction by the Commission to adopt.

**7. PROGRAM OUTCOMES**

All Program progress must be documented in HMIS and a copy of the HUD Annual Performance Report (APR) must be submitted to the Commission as part of the Contractor’s Request for Reimbursement as described herein in Section 8 of this Scope of Work.

During the Agreement term, Contractor must make reasonable, good-faith efforts to accomplish the Program performance outcomes specified below. The Commission reserves the right to modify or add new performance metrics to this Scope of Work from time-to-time upon reasonable consultation with Contractor or collect additional data elements related to Program operations for the purposes of Program and system evaluation and analysis.

PERFORMANCE OUTCOMES	MEASURE	TARGET
Households Served	Households Served	Reporting Only
Exits	Household Exits to Permanent Housing	At least 93%
Housing Stability	% of Households assisted with securing permanent housing who maintain housing for at least six months after exiting the Program	At least 90%

## **8. REQUESTS FOR REIMBURSEMENT (RFR/INVOICE)**

Contractor must complete monthly RFR/Invoice submittals for items listed in the Budget, as defined in Attachment D, in a form and format determined by the Commission, no later than the 20th day of the month after each reporting period, irrespective of weekends and holidays. RFR/Invoice submittals must include a copy of the HUD Annual Performance Report (APR), with data from Agreement start date through the end of the reporting period claimed in the RFR/Invoice.

If the RFR/Invoice and all supporting documentation, including the APR and as defined in Attachment D, are submitted timely, accurately, and completely, the Commission will process payment within thirty (30) days of submission.

## **9. MEDIA/COMMUNICATIONS**

Contractor must coordinate with and seek the prior written consent of the Commission before distributing any printed or electronic materials specific to Diversion Collective activities or regarding the experience of Participants. The Commission's consent will not be unreasonably withheld, conditioned, or delayed. Should the Commission fail to respond to a written request for consent within seven (7) days of the date of receipt, the Commission's consent shall be presumed. Contractor further agrees, recognizing the urgency with which the media frequently makes requests for information, that Contractor must make a reasonable, good-faith effort to promptly consult with Commission prior to responding to such inquiries.

## **10. REVERSION**

Upon the expiration or earlier termination of this Agreement, the Commission may reallocate any and all funds on hand at the time of the expiration or termination, together with any and all accounts receivable attributable to the use of the compensation, as the Commission shall determine in its sole discretion.

## **Attachment D**

### **Compensation Terms**

The total funding for all services performed pursuant to this Agreement is shared between the Commission and up to twenty (20) Contractors in the amount of One Million Four Hundred Sixty-Five Thousand and No/100 Dollars (\$1,465,000.00), Nine Hundred Ninety Thousand and No/100 Dollars (\$990,000.00) from the County of San Diego (“County”) and Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00) from the San Diego Foundation, which reflects the deduction of administration costs retained by the Commission. The Commission may receive additional funding from other sources and any such additional funding shall not require the Commission to include the total funding amount or the funding for services for any particular contractor. The Commission may, in its sole discretion, modify the compensation terms with any Contractor through the execution of a Funding Source Commitment Confirmation. The Commission shall, in its sole discretion, distribute a portion of the funding to each Contractor, but under no circumstances shall the combined total of all Contractor awards exceed the sum of the total funding amount.


The Commission will fund this Agreement in part through a grant award from the County of San Diego (“County”), provided the County executes the agreement for such grant award and the Commission subsequently receives such grant award. At the time of execution of this Agreement, the Commission and County have not yet executed an agreement for the County’s grant award. The Commission and Contractor agree that the Contractor will not expend any County funds awarded under this Agreement until the Commission has notified the Contractor in writing that an agreement between the County and the Commission for the grant award has been executed. The Commission and Contractor agree that these Compensation Terms will not be effective unless the Commission and the County enter into an agreement for the grant award in writing.

The Commission reserves the right to amend these Compensation terms for any reason, including, but not limited to, if the County’s Terms and Conditions for providing funding in any way conflict with the existing Agreement. The Commission’s Senior Vice President or their designee shall notify the Contractor in writing of any change to the terms of this Agreement.

The maximum amount of funding to be made available for the Contractor’s services under this agreement is Seventy- Five Thousand and No/100 Dollars (\$75,000.00). Contractor acknowledges that the Commission is under no obligation to pay Contractor for costs incurred or expenses accrued under this Agreement in excess of the maximum funding specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure no charges accrue in excess of the maximum award during the term of this Agreement. If Contractor fails to expend any financial assistance to Participants within the first 90 days of the Agreement term, Commission reserves the right to terminate this Agreement or distribute part of the funds to other Contractor(s) participating in the Diversion Collective.

The summary of the Agreement term’s Budget is outlined below, and the complete Budget is on file with the Commission and incorporated into this Agreement by this reference.

Any revisions to line items in the Budget shall be made in writing in a memorandum signed by the Parties.



## SAN DIEGO HOUSING COMMISSION BUDGET SUMMARY

**Fiscal Term:** May 1, 2026 - April 30, 2027  
**Program Name:** Diversion Collective  
**Program Operator Name:** City of Oceanside  
**Total Funding Amount:** \$75,000.00

Funding Source	Diversion Financial Assistance
San Diego Foundation	\$15,000.00
County of San Diego	\$60,000.00
<b>Total Budget</b>	<b>\$75,000.00</b>

Participant Financial Assistance Documentation Requirements:

Payment Type	Required Back-Up Document	Information Required in Back-Up Documents
<b>Rental Application Fee, Background Check, Credit Check</b>	Receipt or Invoice	Name of property management company, landlord, vendor, company
		Dollar amount paid
<b>Rental Assistance:</b> Security Deposit, First and Last Month	Lease	Name of tenant (Participant)
		Name of property management company or landlord
		Dollar amount of security deposit/rent
<b>Interim Motel/Hotel Stay</b> (permanent housing placement identified)	Receipt or Invoice	Name of participant
		Name of motel/hotel
		Dollar amount paid
<b>Utility Deposit/Arrears</b>	Bill or Invoice from utility company	Name of participant
		Dollar amount paid
<b>Rental Arrears*</b>	Tenant Ledger or Invoice	Name of tenant (participant)
		Name of property management company or landlord
		Dollar amount paid

Payment Type	Required Back-Up Document	Information Required in Back-Up Documents
<b>Work-Related Supplies:</b> uniforms, shoes, tools, etc.	Receipt or Invoice	Name of Vendor/Company
		Dollar amount paid
<b>Transportation:</b> fees associated with car registration, citations, driver's license fee, vehicle repair or inspection fee	Receipt or Invoice	Name of Vendor/Company  Dollar amount paid
<b>Moving Costs:</b> moving company/truck, storage fees	Receipt or Invoice	Name of Vendor/Company
		Dollar amount paid
<b>Other:</b> Expense must be aligned with Section 3 of Attachment C (Diversion Collective Services) and Contractor must obtain pre-approval by SDHC.	Receipt or Invoice	Name of Vendor/Company
		Dollar amount paid

\*Arrears are an eligible expense when they apply to Participants experiencing homelessness who owe past-due rent to a previous landlord when that debt is creating a barrier to obtaining a new housing unit. As stated in Attachment C, Section 2(b) (Diversion Collective Eligibility) of this Agreement, if the Commission notified the Contractor in writing that eligibility extends to persons who meet the criteria for At Imminent Risk of Homelessness (Category 2), then Rental Arrears are an eligible expense when they apply to Participants who are housed and owe past-due rent to a current landlord.

**Attachment E**

**Prevailing Wage Attachment**

**(Not Applicable)**

## Certificate Of Completion

Envelope Id: 2A320C44-6F42-4809-A977-84E767489D7C

Subject: Complete with Docusign: HHI-27-31 Agreement Diversion Collective- City of Oceanside .pdf

Source Envelope:

Document Pages: 29

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Mark Matsunaga

1122 Broadway, Suite 300

San Diego, CA 92101

markm@sdhc.org

IP Address: 70.186.141.163

## Record Tracking

Status: Original

5/26/2026 1:30:06 PM

Holder: Mark Matsunaga

markm@sdhc.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

## Signer Events

Leilani Hines

lhines@oceansideca.org

Housing Director

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 5/28/2026 9:43:05 AM

ID: 511e005e-f7eb-4b00-aa01-9c34d8083c5b

Company Name: San Diego Housing Commission

## Signature

## Timestamp

Sent: 5/26/2026 1:32:48 PM

Resent: 5/27/2026 9:16:01 AM

Resent: 5/28/2026 8:14:23 AM

Viewed: 5/28/2026 9:43:05 AM

Fred Galante

fgalante@awattomeys.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 5/27/2026 9:02:52 AM

ID: 6ce0f32f-5c6d-41cf-9a70-c64b2d2a1406

Company Name: San Diego Housing Commission

Cassie Li

cassiel@sdhc.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

George Williams

georgew@sdhc.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Jonathan Herrera

jonathanh@sdhc.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 4/10/2026 3:00:03 PM

ID: 4c07121f-db5a-447f-ace6-46c512e91435

Company Name: San Diego Housing Commission

**Signer Events**

Mark Matsunaga

markm@sdhc.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Melissa Kolts

melissak@sdhc.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/1/2021 1:40:44 PM

ID: 897feda4-b66a-4aeb-8d19-aa483b4c8081

Company Name: San Diego Housing Commission

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/26/2026 1:32:48 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

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### **Consequences of changing your mind**

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## **How to contact San Diego Housing Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusignsupport@sdhc.org](mailto:docusignsupport@sdhc.org)

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusignsupport@sdhc.org](mailto:docusignsupport@sdhc.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security  
Settings:

Allow per session cookies

**\*\*** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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