

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: NATIVE PATHWAYS

THIS AGREEMENT, dated July 1, 2026 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NATIVE PATHWAYS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

CONSULTANT will facilitate monthly after-school classes and workshops, taught by skilled indigenous artists and cultural practitioners, for three hundred fifty (350) Oceanside youth, ages 10-18, from July 1, 2026 through June 30, 2026; CONSULTANT will promote classes and workshops through Community Centers in Oceanside, including: Libby Lake Community Center, Joe Balderrama Recreation Center, John Landes Community Center, and Crown Heights Community Center; CONSULTANT will email event flyers to grant coordinator to distribute to Oceanside Community Safety Partnership (OCSP) members; CONSULTANT will share program survey results with the grant coordinator in quarterly program reports; CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15th of the following month; CONSULTANT will submit a quarterly report to the Grant Coordinator with information about the participants including: number of youth attending; demographics (age, race/ethnicity, income levels, etc.); projects/activities/field trips; surveys/testimonials; partner referrals, and any successes or barriers to program implementation, due no later than the 15th of following month; CONSULTANT and its participants agree to participate in all Youth Services evaluation requirements and activities; CONSULTANT will attend monthly OCSP meetings;

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each

employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

CONSULTANT is required to carry Sexual Misconduct coverage on their general liability insurance when working with youth under the age of eighteen (18)

- 4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

5. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Thirty-Thousand Dollars (\$30,000). CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15th) of the following month.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2027. All final reports shall be submitted no later than thirty (30) days after end of term or July 30, 2027.
8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

- 11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

NATIVE PATHWAYS

By: _____
 Rachel Fosselman/Co-Founder

By: _____
 Name/Title

 Employer ID No.

CITY OF OCEANSIDE

By: _____
 Jonathan Borrego/City Manager

APPROVED AS TO FORM:

 City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

SCOPE OF WORK

Organization: Native Pathways
Program: Native Pathways
Primary Contact: Marlene Fosselman
Funding Source: Measure X
Contract Term: July 1, 2026-June 30, 2027

Narrative:

Native Pathways empowers people of all ages and backgrounds to learn from and with Native American artists, educators, and cultural bearers. Building on decades of experience and connection with the Native American community throughout California, Native Pathways creates dynamic spaces for community members to engage with Native American art and culture. We believe that exposure to Native American cultural practices and artistic traditions is not simply about aesthetic appreciation, but rather it is a window into Indigenous worldviews and relationships to the land. Community engagement is the centerpiece of our vision as we work collaboratively to dismantle stereotypical understandings and reorient the public's perception of Native American arts and culture.

The Program:

Native Pathways intends to serve middle and high-school-aged youth in Oceanside, approximately ages 10-18. Based on participation in previous years, we expect to serve 350+ Oceanside youth, primarily from Hispanic/LatinX and Indigenous backgrounds, who are generally underprivileged economically. Over the past two (2) years, Native Pathways has held multiple events for this demographic throughout Oceanside at Libby Lake Community Center, Joe Balderrama Community Center, and John Landes Community Center. For the 2026-27 period, we hope to expand our offerings to two (2) classes/workshops per month at these community centers in collaboration with the city's Parks and Recreation Department. We have built relationships with community center staff who consistently praise the impact of our programming and request further engagement. Native Pathways works collaboratively with staff members to ensure youth participation in after-school programs. Native Pathways also advertises our youth classes through our own network, including our website, newsletters, and social media platforms. We work with a skilled graphic designer who creates media and educational materials under our guidance and oversight. The Native Pathways team consistently ensures the integrity of our program offerings for the intended service population through tailored educational resources, workshop teacher selection, and age-appropriate messaging.

For 2026-27, Native Pathways proposes to expand our series of afterschool classes and workshops, all taught by skilled Indigenous artists and cultural practitioners, to be offered twice a month at Libby Lake Community Center, Joe Balderrama Community Center, or John Landes Community Center. In addition to growing the frequency of after-school programs, we also find it critically important to uplift endangered Native American language, and specifically the Luiseño/Payómkawichum language of Oceanside's first peoples, known as 'atáaxum pomtéela ("language given to us by our ancestors"). Further support from the Measure X initiative will allow Native Pathways to foster Oceanside youth's cultural respect, analytical thinking, and connection to place through Native American language under the guidance of Payómkawish Language Preservationist and Oceanside resident, Reen Magante. In providing hands-on experiences for youth to engage with Native American culture and language, Native Pathways facilitates a deeper connection to the local Oceanside community and expands youth access to literacy, arts, history, and science through an Indigenous lens.

Native Pathways instructors ensure that students are: educated on the historical and cultural significance of Native American history and art; exposed to Native American languages and key terminologies; and introduced to Indigenous science (also known as Traditional Ecological Knowledge). With funding from the Measure X initiative, Native Pathways has been able to host our after-school programs once a month. Based on feedback from staff at collaborating community centers, we want to offer our programs twice a month to further our reciprocal relationship building with Oceanside youth through more consistent connections. Expanded access to Native Pathways' programs and educators will ultimately support positive youth development.

Goal/Metrics

Native Pathways will serve approximately 350 youth, ages 10-18, at Oceanside Community Centers. Participant's names, ages, and demographics will be tracked at every workshop. Surveys detailing participant experiences will be collected at the end of every workshop. Surveys will contain opportunities for reflection and suggestions for improvement, as well as a space for participants to rate their understanding of the workshop subject matter.

City of Oceanside - Native Pathways

Program Budget

Agency: Native Pathways
Program: Workshops
Contract Period: July 1, 2026 through June 30, 2027

Measure X Program Award

Contract Budget

Budget Line Item

<u>Operations</u>	
Workshops	\$ 30,000.00
Total:	\$ 30,000.00

*A detailed budget will be provided before 7/1/2026

