

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: POSEIDEN FOUNDATION-“WHAT’S YOUR SUPERPOWER?”

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 POSEIDEN FOUNDATION, 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 produce the “What’s Your Superpower?” (WYSP?) Festival for eight-hundred (800) youth, parents, and community members at the Oceanside Bandshell/Junior Seau Pier Amphitheatre in October 2026 as described in the Scope of Work attached hereto and incorporated herein as Attachment A;

CONSULTANT provide free meals for twelve-hundred (1200) youth during the WYSP? Festival;

CONSULTANT will arrange for three-hundred (300) skateboards to be donated by SkateXS and Bones Bearings to low-income youth at no cost;

CONSULTANT will coordinate a six-session weekly mentorship program at Oceanside skateparks with the Competitive Amateur Skateboard League (CASL) for a minimum of forty (40) Oceanside youth;

CONSULTANT will offer the Dear Tomorrow Art Wellness Program during monthly workshops at Oceanside High School and Lincoln Middle School throughout the school year;

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,

MEASURE X-POSEIDEN FOUNDATION "WHAT'S YOUR SUPERPOWER?"
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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 Twenty-five-thousand-three-hundred-eighty-five Dollars (\$25,385) as described in program budget attached hereto and incorporated herein as Attachment B. 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.

POSEIDEN FOUNDATION

CITY OF OCEANSIDE

By: _____
Micaela Ramirez/CEO

By: _____
Jonathan Borrego/City Manager

By: _____
Name/Title

APPROVED AS TO FORM:

City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

SCOPE OF WORK

Organization: Purpose Driven Solutions Consulting, LLC/Poseiden Foundation, Inc.

Program: What's Your Superpower?

Primary Contact: Micaela Ramirez

Funding Source: Measure X

Contract Term: July 1, 2026-June 30, 2027

Narrative:

The 4th Annual "What's Your Superpower?!" Adaptive Skate Championship and Youth Empowerment Event is a practical, culturally relevant, youth-centered response to the exact conditions identified in the Measure X RFP: youth violence, gang risk, lack of structured enrichment, limited access to trusted adults, chronic absenteeism, mental health stress, community disconnection, and unequal access to positive development opportunities. WYSP?! gives Oceanside youth a reason to show up, a safe place to belong, adults and peers they can trust, visible examples of resilience, opportunities to lead, and direct connection to local resources.

The Program:

WYSP?! serves middle and high school-aged youth ages 11–18 residing in or attending school in the City of Oceanside, with priority given to youth in Opportunity Neighborhoods: Libby Lake/Mesa Margarita, Crown Heights, Tri-City/Landes, Eastside, and Backgate.

Population Group	Description / Priority
Youth at Gang Risk	Youth in Libby Lake, Crown Heights, and Tri-City — highest gang recruitment exposure; WYSP?! and CASL programming provide structured, pro-social alternatives.
Hispanic/Latino Youth	Approximately 37–38% of Oceanside's population; Spanish-speaking staff at all sessions; bilingual materials at all outreach touchpoints.
Lower-Income Households	Free participation model eliminates all financial barriers — no registration fee, no equipment required.
Youth Experiencing Instability	Estimated 30% of attendees affected by homelessness, housing instability, or foster care involvement — targeted via Operation Hope Shelter and Gods Heart Ministry.
Youth with Disabilities	3.9% of Oceanside youth — fully integrated via Kickpush adaptive track at every CASL session and the WYSP?! Festival; not siloed into a separate program.
Middle School Students	Grades 6–8 — explicitly prioritized per Measure X Strategy #3; Learn 2 Skate sessions and Dear Tomorrow Art Wellness at Lincoln Middle School.
High School Students	Grades 9–12 — workforce development pathways per Strategy #4; youth production roles, career conversations, and Dear Tomorrow entrepreneurship development.

Location	Sessions / Purpose
MLK Skatepark 4300 Mesa Dr	Learn 2 Skate Sessions 1 & 4 — serves Mesa/inland corridor, Libby Lake/Mesa Margarita area

Melba Bishop Skatepark 5306 N River Rd	Learn 2 Skate Sessions 2 & 5 — North River/Mission Ave corridor with a significant Latino population
Prince Skatepark Central Oceanside	Learn 2 Skate Session 3 — CASL's 3–4 year competition history; established community trust
Oceanside High School	Dear Tomorrow Art Wellness — monthly year-round school programming
Lincoln Middle School	Dear Tomorrow Art Wellness — monthly year-round school programming
Downtown Oceanside Bandshell / Junior Seau Pier	WYSP?! Festival Finale — 4-year tradition; public event drawing all Opportunity Neighborhoods

Flyer distribution through Oceanside Unified School District (PeachJar digital + printed) with priority on opportunity neighborhood schools. Direct outreach through Oceanside Parks & Recreation — existing relationships with regular skatepark youth. Kickpush network outreach to adaptive athletes, disability-serving organizations, and special education departments. Social media promotion via CASL, Poseiden Foundation, and Kickpush digital channels. Bilingual (English/Spanish) materials at all outreach touchpoints. Partner network outreach: Vista Community Clinic, Lifeline Community Services, Operation Hope Shelter, Gods Heart Ministry.

Component	Description	Measure X Strategy
1. Learn 2 Skate with the Pros (CASL)	Six-session mentorship + SUD prevention program at Oceanside skateparks	Strategy #3, #6 — Gang Prevention, SUD Prevention, PYD
2. Kickpush Adaptive Inclusion Program	Full adaptive integration at every CASL session and the WYSP?! Festival	Strategy #5 — Cultural Enrichment, Inclusion
3. WYSP?! Festival — October 2026	Annual public championship + community celebration (800+ attendees)	Strategy #5, #6 — Cultural Enrichment, Violence Prevention
4. Dear Tomorrow Art Wellness Program	Monthly arts-based wellness at Oceanside High School and Lincoln Middle School	Strategy #3, #5 — Middle School, Cultural Enrichment

In partnership with the Competitive Amateur Skateboard League (CASL), Learn 2 Skate with the Pros delivers structured, relationship-based mentorship to 40–80 Oceanside youth through five weekly Friday afternoon coaching sessions plus the WYSP?! Festival Finale. Small groups of youth (5–10 per mentor) receive hands-on skateboarding instruction from 3–5 professional skateboarders in recovery — building genuine trust over six weeks that creates real protective factors against gang involvement and substance use. A licensed prevention counselor from Poseiden Foundation is present at every session.

Session	Date	Location	Component
Session 1	Friday, August 21, 2026	MLK Skatepark	Learn 2 Skate with the Pros
Session 2	Friday, August 28, 2026	Melba Bishop Skatepark	Learn 2 Skate with the Pros
Session 3	Friday, September 4, 2026	Prince Skatepark	Learn 2 Skate with the Pros
Session 4	Friday, September 18, 2026	MLK Skatepark (no session Sept 11)	Learn 2 Skate with the Pros
Session 5	Friday, September 25, 2026	Melba Bishop Skatepark	Learn 2 Skate with the Pros
Session 6 Finale	Friday, October 2, 2026	Downtown Oceanside	WYSP?! Festival

Each session runs approximately 2.5 hours: Arrival & Welcome (15 min); Skating Instruction in small groups of 5–10 with a pro mentor (90 min); Open Skate & Mentorship where pros share personal recovery stories (30 min); Group Circle — full group, non-judgmental, counselor-facilitated (20 min); Wrap-Up & Counselor Access (15 min). Confirmed athletes/mentors: Tia Pearl, Ernie Ibarra, Edwards Jeffries, Coco Atima, Katherine Beatie, Jesse Swallow, Marcelle Johnson, Kanya Sessler, Anthony Nguyen. Judges: Tia Pearl, Nathalia Valles, Raquel Valle, ShawnShine Harrison, Vanessa Torres, Rob Kee. MC: Edie Robertson, Marcelle Johnson, ShawnShine Harrison.

The annual public celebration anchoring all year-round programming. Expected attendance: 800+ youth, parents, and community members at the Oceanside Bandshell / Junior Seau Pier Amphitheatre. Festival components include: Freestyle and Adaptive Skate Championship (CASL-organized) with 300+ skateboards donated to low-income youth via SkateXS, Status Skateshop, and Bones Bearings; Gang Prevention and Conflict Resolution Workshops led by former gang members turned mentors and Oceanside PD Neighborhood Policing Team; Sobriety Media Tent featuring high-profile professional athletes in recovery; Guest speakers including mental health counselors and addiction specialists; 15+ community resource booths; Music Performance for Peace (TCAP Entertainment); Free food for 1,200+ at-risk youth; Youth and Family Prevention Kits; Youth stipend opportunities in event production and marketing.

Monthly arts-based wellness workshops at Oceanside High School and Lincoln Middle School throughout the school year, meeting youth in their own schools with trauma-informed, culturally responsive programming. Programming includes poetry writing, pottery and ceramics, plant pressing and nature-based wellness, and entrepreneurship development. A student showcase at the WYSP?! Festival bridges school programming to the citywide celebration. Evidence: Arts-based programs reduce youth anxiety and depressive symptoms by up to 36% and increase academic engagement by 29% (NEA & Johns Hopkins, 2022).

Goal/Metrics

Outcome Area	Benchmark	Measurement Tool
Community Belonging & Positive Identity	70% of completers report increased sense of belonging in skate/program community	Pre/post survey — belonging scale; 30-day follow-up
Gang/Violence Prevention Knowledge	75% demonstrate improved awareness of alternatives to gang involvement	Pre/post survey — gang prevention knowledge
Drug-Free Community Awareness	80% can identify at least one sober mentor or drug-free resource by name	Post-program survey — resource questions; 60-day follow-up
Resource Access	70% report knowing where to turn if they or a peer faces a substance challenge	Post-program survey + follow-up check-in
Program Completion	60% of enrolled youth attend 3+ of 5 coaching sessions (completer status)	Session attendance log
Counselor Engagement	At least 10% of participants engage in private counselor conversation	Counselor session logs (aggregate only, no identifying info)
Engage Youth from Opportunity Neighborhoods	300+ direct youth participants; 800+ total attendees	Registration, sign-in, ZIP/neighborhood data, partner referrals

Leadership and Workforce Exposure	25–50 youth volunteer/peer/performance/production supervisor observation roles at WYSP?! Festival	Volunteer roster, role descriptions, supervisor observation
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Pre-program survey (Session 1): 10–12 questions in English and Spanish; baseline for belonging, gang/violence knowledge, and resource access. Post-program survey (Session 6 Finale): mirrors pre-program instrument; adds open-ended qualitative impact questions. Session attendance log: name, date, location — unduplicated participant counts for quarterly reporting. Counselor engagement log: aggregate counts only; no identifying information. Observational session notes: coordinator documents qualitative engagement indicators after each session. 30-day follow-up survey via email, text, or phone (participant's preferred method). 60-day follow-up: same instrument, incentivized with skate gear subject to grant allowability. Partner and staff debriefs after each session and at program close.

City of Oceanside -Poseiden Foundation

Program Budget

Agency: Poseiden Foundation

Program: What's Your Superpower?

Contract Period: July 1, 2026 through June 30, 2027

Measure X Program Award

Contract Budget

Budget Line Item

Operations

What's Your Superpower?	\$	25,385.00
Total:	\$	25,385.00

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

