

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: VISTA COMMUNITY CLINIC-PROJECT REACH/LIBBY LAKE
ASP FY2026-27 GAP**

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 VISTA COMMUNITY CLINIC, 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 operate the Project Reach after-school program at the Libby Lake Community Center, located at 4700 N. River Road, Oceanside CA 92057, Monday-Friday, for sixty (60) middle- and high-school students as described in the Work Plan attached hereto and referenced herein as "Attachment A:";

CONSULTANT will conduct age-appropriate workshops and presentations to promote overall health and life skills for seventy-five percent (75%) of enrolled youth;

CONSULTANT will create opportunities for community service activities attended by seventy percent (70%) of enrolled youth;

CONSULTANT will work with enrolled youth to increase Grade Point Average (GPA) through academic tutoring, test preparation, homework assistance, college/workforce presentations, and Science, Technology, Engineering, and Math (STEM) kits;

CONSULTANT will facilitate opportunities for seventy-five percent (75%) of enrolled youth to attend at least one community-based activity, including, but not limited to City Hall tours, City Council or Commission meetings, Oceanside Community Safety Partnership (OCSF) meetings, and holding annual officer elections for the REACH Youth Council;

CONSULTANT will conduct educational workshops for a minimum of thirty (30) parents/caregivers on such topics as: college entrance requirements; computer literacy, nutrition, and healthy communication between parents and children;

CONSULTANT will coordinate activities that promote mental health, self-care, and positive social media use to enrolled participants;

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

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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*

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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

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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 Eighty-eight thousand, six-hundred, fifty-four dollars (\$88,654) as described in the Budget attached hereto and referenced herein as "Attachment B". CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15th) of the following month.

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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. **PROTECTION OF PERSONAL INFORMATION.** "Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally

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or in any manner other than by an agreement in writing signed by the parties hereto.

12. **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.
13. **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.

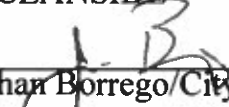
VISTA COMMUNITY CLINIC

By: 
Fernando Sanudo, CEO

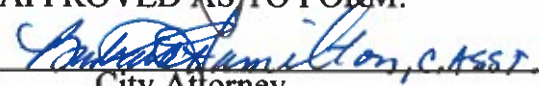
By: Fernando Sanudo, CEO
Name/Title

95-2815015
Employer ID No.

CITY OF OCEANSIDE

By: 
Jonathan Borrego/City Manager

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

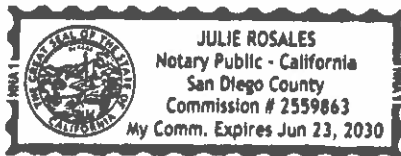
State of California

County of San Diego

On July 14th, 2026 before me, Julie Rosales, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Fernando Sañudo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Julie Rosales
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement, Project REACH Libby Lake

Document Date: July 1st, 2026 Number of Pages: 06

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Fernando Sañudo

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: NA

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

**City of Oceanside Gap Funding
July 1, 2026 – June 30, 2027
Vista Community Clinic
Project REACH Libby Lake**

Participant Goal = 60 youth enrolled
Approved Funding Amount = \$88,654

Vista Community Clinic is pleased to submit the following proposed Work Plan for the FY26/27 year for Project REACH Libby Lake.

Work Plan

Objective 1 Life Skill/ Health Wellness	By June 30, 2027, 52 of 60 (75%) REACH Libby Lake youth will improve their understanding of healthy lifestyles and life skills to prepare them for adulthood by attending workshops or presentations, as demonstrated by post-surveys.		
Activities		Responsible Party	Timeline
Conduct 1 series of age-appropriate workshops utilizing evidence-based/informed curricula on topics such as: recognizing healthy and unhealthy relationships (Safe Dates curriculum); drug prevention and healthy lifestyle (Prevention Plus Wellness curriculum); developing soft skills for employment readiness (Skills to Pay the Bills curriculum); and financial literacy (Unleashing Potential curriculum).		Supervisor Manager Site Assistant	9/1/26 (tent.)
Promote healthy eating by designing meals in partnership with participants that incorporate the MyPlate guidelines. Meals will be prepared by staff, donated, or prepared in cooking classes.		Site Assistant Volunteers	7/1/26 – 6/30/27
Promote recreation through daily outdoor play time, organized sports and other recreation that teach youth about physical fitness and endurance.		Site Assistant Mentors	7/1/26 – 6/30/27
Tracking Measure	• REACH Calendar • Sign-in sheets • Workshop/Presentation Outlines • Post-Surveys		

Objective 2 Enrichment	By June 30, 2027, a minimum of 42 of 60 (70%) of REACH Libby Lake participants will increase community connectedness through culturally responsive, youth-centric enrichment and community services activities, as demonstrated through social connectedness surveys.		
Activities	Responsible Party	Timeline	
Coordinate 2 short-term community services activities (e.g. food and clothes drive, book drive, park clean-ups) that introduce youth to the importance of volunteering.	Supervisor Manager Volunteers	8/15/26 4/15/27	
Recruit 2-4 community partners/volunteers to share their experiences during outings or community services	Supervisor Manager	7/1/26 -9/30/26	

projects. Volunteers will be recruited through REACH alumni and community partners such as 'ataaxum Pomkwaan, Mira Costa College, One Safe Place, Sunny Street Outreach, Surfrider Foundation, or North County LGBTQ Resource Center.		Volunteers	
Tracking Measures	• Social Connectedness Surveys • Community Service Project flyer • Copy of outing permission slips		

Objective 3 Academic	By June 30, 2027, a minimum of 36 of 60 (60%) REACH participants will exhibit improvement in academic achievement, as demonstrated by GPA.		
Activities	Responsible Party	Timeline	
Provide daily academic tutoring (during the school year) to support youth with their homework, test preparation, and projects.	Site Assistant Volunteers	9/1/26 – 5/30/27	
Develop a monthly calendar of activities that advance academic skills such as STEM kits and word puzzles.	Site Assistant	7/1/26 – 6/30/27	
Coordinate 4 presentations by community partners/volunteers to share their experiences re: college and career pathways, and challenges and solutions related to academic success.	Supervisor Volunteers	9/15/26 12/15/26 2/15/26 5/15/26	
Tracking Measures	• REACH Calendar • GPA • Presentation sign-in sheets		

Objective 4 Community Collaboration/ Civic Engagement	By June 30, 2027, a minimum of 45 of 60 (75%) REACH Libby Lake participants will attend at least one community-based activity, as demonstrated by event participation documentation.		
Activities	Responsible Party	Timeline	
Coordinate a behind-the-scenes tour for 10-15 youth of Oceanside City Hall.	Supervisor	3/1/27	
Coordinate attendance at 2-4 City Council or Commission meetings. Invite youth to provide public comments on topics of interest to them.	Manager Supervisor	Per City calendars	
Support the REACH Youth Council by holding annual officer elections, providing leadership training(s), and hosting meetings.	Supervisor	7/1/26 – 6/30/27	
Attend monthly Oceanside Community Safety Partnership (OCSP) Steering Committee meetings to coordinate services, and services across neighborhoods	Manager Supervisor	Per OCSP calendar	
Tracking Measure	• Community Event Flyers • Copy of outing permission slips • REACH Youth Council roster and meeting agendas • Leadership Training outlines		

Attachment B

Budget

Personnel		Narrative
Program Supervisor	\$33,445.00	Program Supervisor \$26.80 per hour at 60% FTE
Site Assistant 1	\$35,100.00	Site Assistant 1 \$24.00 per hour at 70% FTE
Site Assistant 2	\$2,444.00	Site Assistant 2 \$23.50 per hour at 10% FTE
Sub-Total Salaries	\$70,989.00	
Fringe at 17%	\$12,070.00	Fringe Benefits include taxes, insurance, disability, retirement and vacation
Total Personnel	\$83,059.00	
Operating		
Office and Janitorial Supplies	\$550.00	General offices supplies such as pens, paper, folders and janitorial supplies such as toilet paper, trash bags, cleaning supplies, etc
Printing	\$25.00	In-house printing of program materials such as Intake packets, flyers or outside printing of posters and signs
Local Travel/Mileage	\$500.00	Local mileage at federally approved rate for project staff to travel to project site, meetings and events
Van Expense	\$500.00	10-passenger company vehicle expenses including registration, insurance, gas, repair and maintenance
Meeting Supplies - Food	\$2,395.00	Food to serve daily at programming including snacks, beverages and warm meals
Educational Supplies	\$125.00	Materials to support academic assistance such as books, school supplies, other teaching tools, art and craft supplies, etc
Field Trips	\$1,500.00	Field Trips for youth to attend cultural, educational and entertaining activities outside of program site. Costs include gas for company van to transport youth, parking, ticket prices and food.
Total Operating	\$5,595.00	
Grant Total	\$88,654.00	

Objective 5 Parent/ Family	By June 30, 2027, a minimum of 30 parents/caregivers will participate in educational workshops and gain knowledge on local resources and supports for their youth, as demonstrated by a test score of at least 80% on post-surveys.		
Activities		Responsible Party	Timeline
Host 3 Parent Workshops for 10-20 parents/caregivers on a variety of topics such as Open House, A-G college entrance requirements, computer literacy and nutrition, to improve parents' knowledge and understanding of local resources		Supervisor Site Assistant	9/10/26 1/10/27 4/10/27 (tent.)
Implement a teen/parent communication curriculum such as <i>Amor de Familia</i> that promotes and models healthy communication between parents and children and provide it to a minimum of 15 parents.		Supervisor Site Assistant	4/1/27
Tracking Measure	• Workshop Flyer • Post-Surveys • Summary of Post-Survey Results		

Objective 6 Mental Health	By June 30, 2027, REACH Libby Lake participants will have had the opportunity to engage in a variety of activities to support improved mental health and personal well-being.		
Activities		Responsible Party	Timeline
Coordinate 2-3 activities that promote mental health awareness and access to local resources for youth and their families. Activities may include self-care (art, music, nature), the RAP program, journaling, social media resources, or lifeline workshops.		Supervisor Manager Site Assistant Volunteers	11/1/26 3/1/27 5/1/27 (tent.)
Tracking Measure	• REACH Calendar • Sign-in sheets		