

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN DIEGO FY2025-26**

THIS AGREEMENT, dated July 1, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and BOYS & GIRLS CLUB OF NORTHWEST SAN DIEGO, 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 Healthy Minds-Healthy Lives after-school program and summer camp for 300 at-risk youth, ages 11-18, in the Fall of 2025 and Spring of 2026;

CONSULTANT will incorporate SMART Moves health promotion; Boys & Girls Clubs of America's Opioid and Substance Use Prevention Curriculum; mentoring, evening and weekend programs, parent education, referrals for substance use and mental health screening, intervention and treatment, and supply of Naloxone in the Healthy Minds-Healthy Lives program;

CONSULTANT will organize extensive staff trainings including: San Diego County Office of Education Substance Abuse Training; Narcan training through San Diego County; Suicide Prevention through Vista Community Clinic, and Boys & Girls Clubs of America training;

CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15<sup>th</sup> of the following month;

CONSULTANT will partner with organizations to provide services to youth experiencing Substance Use Disorder including: Lifeline Community Services; TrueCare; McAlister Institute; Vista Community Clinic; Ellie Therapy Group; Nature Unplugged and the San Diego County Access and Crisis Line;

CONSULTANT will provide evidence of comprehensive background checks for all employees and volunteers if directed to do so by the CITY;

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 15<sup>th</sup> of following month;

CONSULTANT and its participants agree to participate in all Youth Services

OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN  
DIEGO FY2025-26

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)

**OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN  
DIEGO FY2025-26**

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

<u>Automobile Liability Insurance</u>	\$ 2,000,000
---------------------------------------	--------------

\*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.

OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN  
DIEGO FY2025-26

- 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 Forty-nine-thousand-two-hundred-forty-four Dollars (\$49,244). CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15<sup>th</sup>) 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

OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN  
DIEGO FY2025-26

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, 2026. All final reports shall be submitted no later than thirty (30) days after end of term or July 30, 2026.
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.

OPIOID SETTLEMENT FUNDING BOYS & GIRLS CLUB OF NORTHWEST SAN  
DIEGO FY2025-26

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.

BOYS & GIRLS CLUB OF NORTHWEST  
SAN DIEGO

CITY OF OCEANSIDE

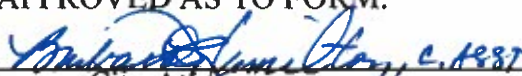
By:   
Marineke Vandervort, CEO

By: \_\_\_\_\_  
Jonathan Borrego/City Manager

By: Marineke Vandervort/ceo  
Name/Title

APPROVED AS TO FORM:

95-2470435  
Employer ID No.

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

PLEASE SEE ATTACHED  
CALIFORNIA

☐ JURAT  
☒ ACKNOWLEDGMENT

## ACKNOWLEDGMENT

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

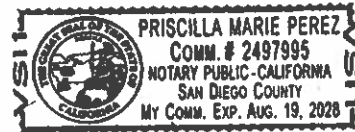
On June, 24<sup>th</sup>, 2025 before me, Priscilla Marie Perez, A Notary Public  
(insert name and title of the officer)

personally appeared Marineke Vandervort  
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.

Signature Priscilla M. Perez (Seal)



## INSTRUCTIONS TO SIGNATORIES OF CITY DOCUMENTS

The name of the SIGNATORY shall be typewritten or printed below the signature line. The type of legal entity shall be included in the name of the SIGNATORY (Examples: individual, sole proprietorship, general partnership, limited partnership, corporation).

The name and title of all individuals signing for the entity shall be typewritten or printed below the signature line. All signatures shall be notarized with a notary jurat.

The SIGNATORY shall provide evidence that the individual signing the document is authorized to bind the legal entity of the SIGNATORY. The notarization does not constitute such proof unless the SIGNATORY is signing as an individual.

- \* **SOLE PROPRIETORSHIP:** If the SIGNATORY is a sole proprietorship, either a Fictitious Business Name Statement or a City of Oceanside business license is sufficient to establish the authority of an individual to bind the sole proprietorship.
- \* **CORPORATION (check to verify that it is a legitimate organization):** If the SIGNATORY is a corporation, proof of authorization shall be established (pursuant to Corporations Code section 313) if one of the corporate officers listed in Column A below and one of the corporate officers listed in Column B below both sign the documents.

A		B
Chairman of Board, or President or Vice President	and	Secretary, or Assistant Secretary, or Chief Financial Officer, or Assistant Treasurer

For any other combination of signatures of corporate officers, a copy of the Board minutes, resolution or articles of incorporation may be submitted to prove that the individuals have the authority to bind the corporation.

- \* **LIMITED LIABILITY COMPANY:** If the SIGNATORY is a limited liability company ("LLC"), proof of authorization shall be established (pursuant to Corporations Code section 17154) if one of the LLC officers listed in Column A above and one of the LLC officers listed in Column B above both sign the documents (see CORPORATION section).

For any other combination of signatures of LLC officers or managers, a copy of the Operating Agreement may be provided to prove that the individual(s) or entity has the authority to bind the LLC.

- \* **PARTNERSHIPS:** If the SIGNATORY is a Limited Partnership, a Certificate of Limited Partnership (State Form LP-1) is sufficient to establish the authority of a single General Partner to bind the Limited Partnership. If the SIGNATORY is a General Partnership, a Certificate of General Partnership or General Partnership Agreement is sufficient to establish the names of all general partners of a General Partnership.

All general partners must sign the documents unless proof is submitted which authorizes an individual partner to bind the other general partners.

- \* **MULTIPLE ENTITIES:** If the individual or individuals signing the documents are signing on behalf of an entity other than the SIGNATORY, and that other entity is authorized to bind the legal entity of the SIGNATORY, then documentation must be submitted which establishes that the individuals have the authority to bind the other entity, and that the other entity has the authority to bind the legal entity of the SIGNATORY.