

**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: MEASURE X UN MAR DE COLORES OCEANSIDE STEWARDS  
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 UN MAR DE COLORES, 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 Oceanside Stewards after-school program for 8<sup>th</sup> grade students three days per week, aligning with the Oceanside Unified School District calendar during the FY2025-26 school year;

CONSULTANT will engage youth weekly in two classroom-based sessions focused on tutoring, mentorship, social-emotional learning, and environmental education and one beach-based session centered on surfing, surf-therapy, water safety, and physical wellness;

CONSULTANT will provide Grade Point Average tracking, cultural identity workshops, and outdoor outings to enrolled youth;

CONSULTANT agrees to provide evidence of comprehensive background checks on all employees and volunteers if directed by the CITY;

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 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 evaluation requirements and activities;

CONSULTANT will attend monthly OCSP meetings;

CONSULTANT is required to carry a Sexual Misconduct policy under their general liability insurance.

**2. INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority,

## MEASURE X UN MAR DE COLORES OCEANSIDE STEWARDS FY2025-26

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

<b><u>Automobile Liability Insurance</u></b>	\$ 2,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or

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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.

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- 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 Dollars (\$25,000). 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 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.

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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.

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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.

UN MAR DE COLORES

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Mario Ordonez-Calderon, Executive Director

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

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Employer ID No.

\_\_\_\_\_  
City Attorney

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



## **City of Oceanside Youth Services Proposal Submission**

**Program Title:** Oceanside Stewards: After-School Surf & Mentorship Program

**Applicant Organization:** Un Mar de Colores

**Strategy:** Goal 1, Strategy 2 – Comprehensive, Year-Round Afterschool Programming

### **1. Program Information**

#### **Program Summary:**

Un Mar de Colores proposes to continue and expand its Measure X supported - Oceanside Stewards program, a trauma-informed afterschool initiative designed to support at-risk 8th-grade students attending Middle School. These students, many of whom face academic failure, behavioral referrals, and socio-emotional challenges, are at a pivotal developmental stage as they prepare to transition into high school. The program runs three days per week (Tuesday, Wednesday, Thursday) throughout the full academic school year, aligning with the Oceanside Unified School District calendar. By establishing a consistent and supportive weekly rhythm, the program offers a safe, engaging, and healing-centered space that fosters academic recovery, personal growth, and community connection. It does so through a structured, holistic blend of academic support, mentorship, and surf therapy, meeting students in both classroom and outdoor settings to nurture confidence, resilience, and a deeper relationship with the natural world.

Each week, students attend:

- Two classroom-based sessions focused on tutoring, mentorship, social-emotional learning, and environmental education.
- One beach-based session centered on surfing, surf therapy, water safety, and physical wellness.

Core Activities Include:

- Academic tutoring and GPA tracking
- Restorative circles, cultural identity workshops
- Surf instruction, outdoor outings in coastal spaces.



- Guest speakers from ocean-related careers
- Student goal-setting and community-building practices

Program duration: August 2025 through June 2026

Projected days: 3 days/week, 120 program days total

Total hours: 300 hours/year

## **2. Population and Geography**

Target Population:

- Age Group: 13–14 years old
- School: Lincoln Middle School
- Demographics:
  - 100% youth of color
  - 87.5% identify as Latino/e
  - 75% are expected to be first-generation college students
- Risk Factors:
  - Prior suspensions or behavioral referrals
  - Failing grades or chronic absenteeism
  - Limited access to afterschool programs
  - Cultural and economic barriers to academic and recreational success

Program services are delivered both on-campus at Lincoln Middle School and off-site at Oceanside Strand Beach. Students are primarily from Opportunity Neighborhoods such as Eastside, Crown Heights, Libby Lake, Tri-City, and Downtown Oceanside, as defined by the City of Oceanside. Recruitment is conducted in partnership with school administrative staff, who help identify students with academic or behavioral challenges who would benefit the most from the program.

The 2025–2026 program cohort will serve 15–25 students, maintaining an intentionally small group size to ensure individualized support, mentorship, transportation, and safety in both classroom and surf settings.



All programming logistical communications are bilingual (Spanish and English). Staff reflect the cultural backgrounds of participants and engage parents through surf session invitations, regular communication, and culturally responsive curriculum.

### **3. Program Design**

The Oceanside Ocean Stewards program is designed to address the intersecting academic, emotional, and social needs of youth during a critical period of transition from middle to high school. This model is grounded in the belief that academic achievement cannot be separated from emotional wellness, cultural affirmation, and access to healing environments. Through consistent, year-round programming, students participate in a holistic cycle of learning that weaves together academic support, mentorship, physical wellness, and environmental education.

What makes this program novel is its intentional pairing of culturally grounded social-emotional learning and restorative practices with outdoor recreation, particularly surf therapy and nature-based learning. Engaging with the ocean through surfing and nature-based learning has been linked to measurable reductions in stress and anxiety, as well as improved mood, attention, and self-esteem (Bratman et al., 2019; Taylor & Kuo, 2011). These outcomes directly support our students' ability to regulate emotions, refocus academically, and build positive peer relationships. Nature access is also a positive factor. Youth with consistent exposure to natural spaces show reductions in behavioral problems and greater cognitive and social-emotional growth, all which contribute to key outcomes in deterring school-based conflict and improving classroom conduct (McCracken et al., 2016; Taylor & Kuo, 2011). By including weekly ocean sessions, students not only gain physical confidence and water safety skills, but also practice resilience and focus in a dynamic, natural environment. These sessions serve as a healing space, reinforcing lessons learned in the classroom while also cultivating a deeper sense of belonging and self-worth.

In the classroom, academic tutoring is combined with youth-led goal-setting and identity-based discussions. Mentorship is central: students are supported by trusted adults who reflect their cultural backgrounds and lived experiences. Each week's curriculum is responsive and adaptable, shaped by student voice and feedback, and intentionally aligned with state academic and social-emotional learning standards.



In partnership with our Clinical Manager and practicum trainees, this year we are piloting a Parent Engagement Circle, a space for caregivers to process shared experiences, strengthen home-to-program connections, and receive support around youth mental health and navigating community resources. This trauma-informed and culturally responsive model deepens trust, centers parent voice, and reinforces collective healing within families.

And lastly, as a part of our “forever familia” values, students who graduate from the program and enter high school, are invited to return as peer mentors or volunteers through our quarterly alumni engagement pathway. This provides them with continued support, leadership opportunities, and a deepened connection to their surf therapy and academic journey.

Un Mar de Colores sees the ocean not just as a setting, but as a co-educator, one that teaches patience, humility, and interconnection. In this program, the waves, the curriculum, and the community come together to support youth in building the skills they need to succeed in school and thrive beyond it. The program all in all supports the existing school ecosystem by providing consistent wraparound care for students who require additional academic and behavioral support, offering school administrators an aligned, community-based partner in student success.

#### **4. Evaluation**

Evaluation includes both quantitative and qualitative methods:

- School-reported data on GPA, attendance, and behavior.
- Teacher and Counselor Survey Feedback: Collected via mid-year and end-of-year forms
- Student Testimonials: Anonymous comments collected at program close.
- Semi Annual listening circles with students and parents.
- Custom wellness survey combining select validated items from the California Healthy Kids Survey (CHKS) with program-specific measures tailored to ocean confidence, cultural identity, and student connection to mentorship.

School data from 2024 shows measurable improvements among participants: reduced suspensions, improved classroom behavior, and increased GPA.



Evaluation findings are reviewed each semester and inform program adaptation, staff training, and stakeholder reporting to ensure continuous improvement and alignment with student needs.

Additionally, Un Mar de Colores engages in quarterly reporting and attends Oceanside Community Safety Partnership (OCSP) meetings.

## **5. Agency History & Capacity**

Un Mar de Colores is a community-based 501c3 nonprofit founded in 2020 to address racial and economic inequities in coastal access. With a current operating budget of \$350,000, the organization has served over 500 youth and facilitated more than 1000 hours of free surf therapy, mentorship, and environmental education programs in San Diego.

In 2024, we piloted the Oceanside Ocean Stewards program in partnership with Lincoln Middle School and supported through City of Oceansides Measure X, serving transition-age boys identified as academically and behaviorally at risk. Based on data provided by school administration, students showed improvements in grades, attendance, emotional regulation, and school engagement.

In addition to Oceanside Ocean Stewards, Un Mar de Colores also operates Generación SEA: Binational Youth Climate Academy, a 10-week environmental leadership program serving 24 high school students from both San Diego and Baja California. This academy strengthens our organizational capacity in interdisciplinary, bilingual curriculum development, climate science education, and binational youth engagement.

In 2025, with support from the Conrad Prebys Foundation, we expanded our mental health services through a formal partnership with San Diego State University, becoming a designated practicum site for graduate-level MFT, PCC, and ASW students. This expansion allows for on-site therapy support, including group facilitation and emotional wellness services, increasing our capacity for trauma-informed care.

Our team's deep roots in the communities we serve also strengthen our capacity. Many staff and volunteers come from similar cultural and socioeconomic backgrounds as the students in our programs. As bilingual educators, veterans, first-generation college graduates, and children



of immigrants, our team understands firsthand the lived realities of the youth we serve. This cultural competence, paired with professional expertise, allows us to meet participants where they are and build trust-based, healing-centered relationships that make a lasting impact.

The program is also supported through a distinct grant from the California Coastal Commission's Whale Tail® program, which complements the City's focus by enhancing environmental education components without overlapping budgetary use.

## **6. Staffing Experience & Qualifications**

Key team members include:

- **Mario Ordoñez-Calderón** – Executive Director and co-founder. A Navy veteran and Indigenous Mayan community advocate with extensive experience in nonprofit leadership, Mario oversees strategic partnerships, program growth, and organizational vision.
- **Yvette Beltrán** – Director of Programs, Yvette holds a degree in Spanish and Latin American Studies from the University of San Diego and is a certified Community Resilience Model Teacher. Her background as a community organizer and educator has led her to develop trauma-informed, healing-centered approaches for BIPOC youth. Yvette leads school coordination, supports curriculum development, and integrates culturally grounded practices into program design and delivery.
- **Ramon Chairez** - Director of Education, holds a Master's in Counseling from University of California San Diego and brings over a decade of experience in youth education, trauma-informed care, and outdoor learning. He supports curriculum development and ensures pedagogical alignment across classroom and fieldwork.
- **Katia** – Youth Development Specialist with a background in science education from UC Berkeley. She brings expertise in academic tutoring, social-emotional learning, and culturally responsive teaching. Katia facilitates classroom-based mentorship and supports students' academic recovery through structured, relational engagement.
- **Sophie** – Blue Space Lead, surf instructor and safety lead.
- **Elysha “Lacy” Martinez, MA, LMFT #93493** – Executive Director, Clinical Advisor, Axis Mundi Center for Mental Health. Lacy is Abhi's clinical supervisor and brings decades of experience at the intersection of therapy, education, and advocacy. She is adjunct faculty



at John F. Kennedy University and Pacific Oaks College, specializing in Depth Psychotherapy, Ethics and Law, and culturally responsive assessment. Her leadership ensures that the clinical model at Un Mar de Colores remains trauma-informed, ethically grounded, and socially just.

- Abhi Ardagh– Clinical Manager and LMFT trainee, currently completing supervised clinical hours. Abhi provides direct therapeutic services to students, leads wellness circles, and supports the development of trauma-informed strategies across all youth programs under the supervision of a licensed clinical supervisor.

Two clinical trainees from SDSU will join the team in Summer 2025 through our practicum track in eco-therapy and surf therapy.

#### **Volunteer & Community Engagement:**

- Trusted community mentors often with lived experience in youth development, environmental education, or mental health who support surf and beach sessions.
- Guest speakers from environmental, surf, and academic fields.
- All volunteers and mentors undergo onboarding, safety, cultural sensitivity training, and DOJ background checks.

#### **7. Program Budget & Matching Funds**

Total Request: \$50,000

Required Match (25%): \$12,500

#### **Budget Breakdown:**

- Personnel: \$31,000
- Program Materials & Supplies: \$4,500
- Transportation: \$3,000
- Facility Costs: \$4,000
- Guest Speakers & Workshops: \$2,000
- Indirect Costs (5%): \$2,500

#### **Matching Funds Sources:**



- Prebys Foundation (eco-therapy expansion): \$5,000
- California Coastal Commission: \$3,000
- Volunteer hours (estimated): \$3,000
- In-kind donations: \$1,500

Un Mar de Colores has secured a California Coastal Commission Whale Tail® Grant to enhance the program's environmental education and surf components. This ensures City funding is leveraged for deeper impact and year-round continuity.



**City of Oceanside-Youth Services**  
**RFP 25-07. CITY OF OCEANSIDE YOUTH SERVICES**  
**PROPOSAL BUDGET TEMPLATE**

Name of Individual or Organization

Grant Period

Un Mar de Colores

From: 7/1/2025 To: 6/30/2026

Name of Program

Funding Source (Measure X or Opioid Settlement Funding)

Oceanside Stewards

Measure X

Expense Categories	City of Oceanside	25% Match (if applicable)	Total \$
<b>Example: Program Manager</b>	<b>\$ 50,000.00</b>	<b>\$ 12,500.00</b>	<b>\$ 62,500.00</b>

**A. Personnel**

Float Site Assistant		\$ -	\$ -
Mentor		\$ -	\$ -
Program Supervisor	\$ 17,734.00	\$ -	\$ 17,734.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

**B. Fringe Benefits**

Fringe	\$ 3,194.00	\$ -	\$ 3,194.00
	\$ -	\$ -	\$ -

**C. Materials and Supplies**

Student Incentives	\$ 982.00	\$ -	\$ 982.00
Staff Training	\$ 1,110.00	\$ -	\$ 1,110.00
Van Expenses	\$ 1,980.00	\$ -	\$ 1,980.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

**D. Transportation**

	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

**E. Mileage**

	\$ -	\$ -	\$ -
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**F. Insurance**

			\$ -
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**G. Indirect**

	\$ -	\$ -	\$ -
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**H. Totals**

<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>
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