

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OCEANSIDE THEATRE COMPANY-THEATRE TO THRIVE**

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 OCEANSIDE THEATRE COMPANY, 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 expand the Theatre to Thrive afterschool theatre arts program for five hundred (500) unduplicated, underserved, middle- and high-school youth, living in Opportunity Neighborhoods, from July 1, 2026 through June 30, 2027 in Oceanside as described in the Scope of Work attached hereto and incorporated herein as Attachment A;

CONSULTANT will offer workshops in acting, playwriting, and performance to enrolled youth over two (2) ten-week (10) cycles, culminating in public performances for the larger community;

CONSULTANT will facilitate workshops grounded in the CASEL Social and Emotional Learning framework, promoting self-awareness, self-management, social awareness, relationship skills, and responsible decision-making to enrolled youth;

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;

**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,

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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.

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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

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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-Thousand Dollars (\$40,000) as described in the program budget attached hereto and incorporated herein as Attachment B. 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, 2027. All final reports shall be submitted no later than thirty (30) days after end of term or July 30, 2027.

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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.

OCEANSIDE THEATRE COMPANY

CITY OF OCEANSIDE

By: \_\_\_\_\_  
John McCoy/President

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

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Organization: Oceanside Theatre Company

Program: Theatre To Thrive

Primary Contact: Leann Garms

Funding Source: Measure X

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

### Narrative:

OTC's Theatre to Thrive Program provides elementary, middle and high school students with a safe, structured, and creative environment to build confidence, communication skills, and social-emotional resilience through theatre arts instruction. Led by professional teaching artists, this program gives youth the opportunity to develop skills in acting, and performance, while also promoting teamwork, leadership, empathy, and self-expression.

### The Program:

OTC's Theatre to Thrive Program addresses the critical need for positive, enriching arts opportunities for youth in Oceanside. Many students in our community face challenges such as poverty, violence, and limited access to arts education.

OTC's Theatre to Thrive Program is a transformative after-school initiative designed to inspire, engage, and support the social-emotional development of middle and high school students in Oceanside. Led by theatre professionals and trained educators, the program offers structured workshops in acting, playwriting, and stagecraft on school campuses after the school day. Each session is grounded in the CASEL SocialEmotional Learning framework, promoting core competencies such as self-awareness, responsible decision-making, and relationship skills.

OTC estimates that 500 unduplicated youth will participate during the grant period. Programming will be delivered through weekly after-school sessions over two 10-week cycles. Each participant will receive approximately 15 hours of instruction, for an estimated 7,500 total service hours.

The program is delivered on school campuses, including Ivey Ranch Elementary School, Mission Elementary School, Laurel Elementary School, César Chávez Middle School, Martin Luther King Jr. Elementary School, Pablo Tac School of the Arts, Stuart Mesa Middle School, Libby Elementary School, and Coastal Academy High School, benefiting approximately 500 youth annually. Across these partner schools, the majority of students come from low-income households and communities of color:

- Mission Elementary School: 91% low-income; 93% BIPOC
- Laurel Elementary School: 93% low-income; 95% BIPOC
- César Chávez Middle School: 81% low-income; 91% BIPOC
- Pablo Tac School of the Arts: 80% low-income; 87% BIPOC
- Martin Luther King Jr. Elementary School: 64% low-income; 81% BIPOC
- Stuart Mesa Middle School: 65% low-income; 69% BIPOC
- Ivey Ranch Elementary School: 43% low-income; 67% BIPOC
- Coastal Academy High School: 30% low-income; 45% BIPOC

Theatre to Thrive is facilitated by 1–2 OTC-trained and vetted teaching artists and meets once per week after school over a 10-week cycle. Each weekly session includes theatre games, team-building activities, and opportunities for students to act, sing, and/or dance as they work collaboratively to prepare and perform a play. Workshops follow a structured progression designed to build both theatre skills and social-emotional competencies over time:

Sessions 1–3: Building community, emotional awareness, and collaboration through theatre games, movement, and storytelling

Sessions 4–6: Developing creativity, improvisation, and character work, including script exploration and group scene development

Sessions 7–10: Rehearsal, staging, and performance preparation, culminating in a final run-through and live showcase

Each weekly session is structured to maximize both learning and connection:

Opening Circle (10 min): Check-in, SEL reflection, and breathing exercises

Warm-Up & Icebreaker (10 min): Activities that foster emotional regulation and peer bonding

Skill-Building Activity (20 min): Acting, improvisation, or character development exercises

Main Workshop (30 min): Focused work on storytelling, scene study, or performance preparation

Reflection & Discussion (10 min): Connecting artistic work to personal growth and lived experience

Closing (10 min): Sharing takeaways, building confidence, and previewing next steps

### Goal/Metrics

To assess the success of our after-school program, OTC utilizes both quantitative and qualitative data collection methods. Our goal is to ensure we are not only reaching the intended number of youth but also creating measurable improvements in their social-emotional development, behavior, and community connection.

Quantitative data will include:

- Enrollment numbers and attendance tracking to monitor consistent participation.
- Number of public performances and attendees at each event.
- Pre- and post-program surveys to measure self-reported growth in key areas such as confidence, communication, and collaboration.

Qualitative data will be gathered through:

- Student reflections and feedback forms that capture personal growth, satisfaction, and the impact of the program.
- Parent and caregiver feedback.
- Observational notes and assessment by OTC's Education Manager and Teaching Artists, who evaluate student engagement, collaboration, and progress during each session.

These tools will help us track our intended outcomes, including:

- Improved confidence and communication skills.
- Reduced disciplinary incidents and absenteeism among youth participants.
- Increased parental and community involvement in youth activities.
- Greater self-esteem and stronger peer relationships among youth.

Evaluation findings will be compiled by OTC's Education Manager Gabriela Jimenez.

This data will inform ongoing improvements and demonstrate the program's impact on Oceanside youth and their families.



**City of Oceanside -Oceanside Theatre Company**

**Program Budget**

**Agency: Oceanside Theatre Company**

**Program: Theatre To Thrive**

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

**Measure X Program Award**

**Contract Budget**

**Budget Line Item**

**Operations**

<b>Theatre To Thrive</b>	\$	40,000.00
<b>Total:</b>	\$	40,000.00

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

