

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: VISTA COMMUNITY CLINIC-PROJECT REACH LIBBY LAKE

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 an after-school program for a minimum of sixty (60) youth, in grades 6-12, at the Libby Lake Community Center, located at 4700 River Road in Oceanside, from July 1, 2026 through June 30, 2027 as described in the Scope of Work attached hereto and incorporated herein as Attachment A;

CONSULTANT will conduct outreach to recruit new enrollees through school contacts; school publications; and peer referrals;

CONSULTANT will ensure that all program participants and their parents/caregivers complete enrollment packets;

CONSULTANT will facilitate workshops for enrolled youth on such topics as: healthy relationships; substance use prevention; and employment readiness;

CONSULTANT will create opportunities for enrolled youth to participate in community service activities including: food/clothing/book drives; park/beach clean-ups; and cultural events;

CONSULTANT will provide daily academic tutoring to support enrolled youth with homework, test preparation, and school projects; Academic progress will be measured by Grade Point Average increase in Aeries;

CONSULTANT will engage enrolled youth in restorative circles twice monthly to promote positive mental health;

CONSULTANT will employ evaluation tools such as the Tiffany Eckenrode Program Participation Scale (TEPPS) to evaluate enrolled youth engagement, and Social Connectedness Surveys to determine if the program is fostering stronger social bonds among enrolled youth;

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;

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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*

Commercial General Liability Insurance

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(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

*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

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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 Fifty-five-thousand Dollars (\$55,000) 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 (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

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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.

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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.

VISTA COMMUNITY CLINIC

CITY OF OCEANSIDE

By: _____
Fernando Sañudo, 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: Vista Community Clinic

Program: Project REACH Libby Lake Community Center

Primary Contact: Lisa Archibald

Funding Source: Measure X

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

Narrative:

During the 2026-27 program year, Libby Lake REACH will serve a minimum of 60 Mesa Margarita area youth. The population of this community is 73% people of color, predominantly Latina/o, and roughly 60% of students are eligible for free/reduced price school meals. Typically, about 60% of Libby Lake REACH participants are male and evenly split between middle and high school age. Oceanside low-income youth face multiple stressors such as housing instability, food insecurity, and exposure to gang-related violence. These youth often have a parental history of incarceration, addiction, or mental illness, and a personal history of physical or sexual abuse.

The Program:

Project REACH is a free, after-school program that operates year-round for 25 hours per week. Youth may enroll with their parents' consent at any time during the year, with around 60% of youth who will participate in a given year enrolling by Labor Day. Youth are welcome to participate as much or as little as they like. Attendance is logged daily, and youth typically attend 3-4 times a week. The Libby Lake REACH site is part of the Libby Lake Community Center and has space for about 30 youth at a time. While on-site, youth participate in a host of activities designed to promote social connectedness and prevent unhealthy coping behaviors (e.g., drinking, drug use, gang involvement, and pregnancy). Staff use evidence-informed curricula, including Safe Dates, Prevention Plus Wellness, Unleashing Potential, and Guiding Good Choices, which has been modified by staff to reflect the cultural diversity and language abilities of participants. Parents are invited to attend workshops on preventing teen drug use and improving teen/parent communication skills.

Project REACH's Libby Lake program site targets youth from the Mesa Margarita community of Oceanside, as this area has lower levels of educational attainment (i.e., lower high school graduation rates, fewer college degrees), lower median household incomes, and higher poverty rates than Oceanside generally. The program is located at 4700 North River Road, above VCC's North River clinic site in the Libby Lake Community Center. Libby Lake REACH serves students primarily from Chavez Middle School and El Camino High School, although Libby Lake REACH enrolls youth from every Oceanside community. Project REACH aims to engage those

Oceanside youth with the greatest need and provide them with the life, health, and well-being, and employment skills needed to navigate challenges, make positive choices, and build self-esteem. Youth who gravitate toward REACH often lack quality time with warm and trusted adults. Almost all REACH youth are credit-deficient, behind in their studies, and typically have lower GPA scores than their peers. Many take English Language Development classes at school.

Staff deploy multiple outreach strategies to successfully recruit students, with the most successful recruitment tool being word-of-mouth and referrals from former/current REACH youth or families. Recruitment is also driven by REACH staff working with school staff to refer students to REACH, and encouraging existing participants to recruit their peers to the program. With VCC's North River Road Clinic downstairs, staff work with VCC pediatricians to promote REACH to adolescents and their families. In addition, REACH staff provides its contact information to school personnel to facilitate referrals of potential REACH participants. Staff then contacts parents to describe the program's benefits and arranges to meet parents in person to submit enrollment paperwork.

Goal/Metrics

The goal of

Project REACH is to provide youth who are at risk for poor academic, socioemotional, and life outcomes with the support they need to achieve academically, to experience good mental health, to build self-esteem through achievement, to engage with their community, and to plan for the next steps in their lives, so that they are ready to graduate from high school and engage in additional education or the world of work. Sub-goals include a reduction in school dropout rates, teen pregnancy, drug use, and gang involvement. REACH now has three decades of experience in providing comprehensive services to Oceanside youths, focusing on those in middle and high school. REACH is staffed by people who reflect the languages, cultures, and experiences of the youths served. REACH has developed working relationships with nearly all public and private service and resource providers in Oceanside and can provide referrals to a broad spectrum of services and resources. REACH also provides educational and supportive resources to parents/caregivers. The program's ongoing health focus and curriculum address all of those risk factors that most concern the City of Oceanside, and do so based on a long-term, intimate knowledge of the population of concern, strong relationships with the area's schools, public safety services, and safety net resources, and a proven dedication to helping Oceanside youth who are at risk navigate adolescence healthfully, and chart a course to a stable and meaningful future.

REACH will be piloting a program to track REACH participants who remain in the program through high school graduation, with an eye to documenting their educational and/or employment pathways beyond high school. The tentative plan is to develop a survey that can be sent via text to REACH alumni on a periodic basis to query them both about their current

status and to solicit their thoughts about the relationship between their REACH experience and the choices and progress they are making in various facets of their lives. As part of this effort, REACH is also interested in developing 'alumni' relationships with REACH graduates, with the idea that these graduates would be able and interested to share their experiences in and beyond REACH with current REACH participants. This could take the form of social media posts, a newsletter, and/or participation in in-person REACH celebrations, such as REACH's holiday party and graduation events.

VCC will participate in all Oceanside Community Safety Partnership meetings and in any evaluation process that the City of Oceanside may develop or contract for. VCC will submit program and financial reports as per the required schedule, including annual reports

City of Oceanside -Vista Community Clinic

Program Budget

Agency: Vista Community Clinic

Program: Project REACH Libby Lake

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

Measure X Program Award

Contract Budget

Budget Line Item

Operations

Project REACH Libby Lake

\$ 55,000.00

Total:

\$ 55,000.00

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

