

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE
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 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 afterschool program for fifty (50) Oceanside youth in grades 6th through 12th at the Libby Lake Community Resource Center from July 1, 2025 through June 30, 2026 as described in the Scope of Work attached hereto and incorporated herein as Attachment A;
 - CONSULTANT will administer the Social Connectedness survey to all enrolled youth;
 - CONSULTANT will facilitate a minimum of three (3) service learning projects with enrolled youth;
 - CONSULTANT will monitor the academic progress of enrolled youth through Aeries and/or by tracking the Grade Point Average (GPA) of participating youth;
 - CONSULTANT will provide life skills education to thirty-five (35) youth that will include such topics as mental health, drug and violence prevention, and healthy lifestyles;
 - CONSULTANT will host six (6) parent night events on such topic as Parent/Child communication, computer literacy, and Know Your Rights.
 - 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 quarterly Non-Profit Organization Financial Reporting Form in accordance with City Council Policy No. 200-09 no later than the 15th of the month following the end of the quarter;
 - CONSULTANT will submit a quarterly report to the Grant Coordinator with information about the participants including: number of youth attending;

VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE FY2025-26

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 submit annual evaluation report on progress toward program goals and outcomes as referenced in the attached Scope of Work attached hereto and incorporated herein as Attachment A by July 30th, 2025; and
- 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

VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE FY2025-26

(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 |

Automobile Liability Insurance \$ 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.

VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE FY2025-26

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 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-

VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE FY2025-26

six-thousand-forty-six Dollars (\$86,046). CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15th) of the following month. CONSULTANT will submit quarterly Non-Profit Organization Financial Reporting Form in accordance with City Council Policy No. 200-09 no later than the 15th of the month following the end of each quarter (Quarter 1 - October 15, 2025, Quarter 2 - January 15, 2026, Quarter 3 - April 15, 2026 and Quarter 4 - July 15, 2026).

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.

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.
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

VISTA COMMUNITY CLINIC PROJECT REACH LIBBY LAKE FY2025-26

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: NA

Name/Title

APPROVED AS TO FORM:

95-2815615

Employer ID No.



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.

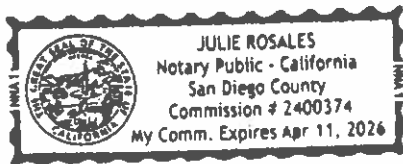
State of California

County of San Diego

On July 22nd, 2025 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 [Signature]
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: CITY OF OCEANOIDE & VCC PROJECT REACH LIBBY LAKE GAP

Document Date: July 1st, 2025 Number of Pages: 05

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: _____

**Vista Community Clinic Project REACH Libby Lake Attachment A
FY 25-26 Gap Funding Proposal**

1. Proposed FY 25-26 objectives and activities

To support Libby Lake REACH, VCC requests \$86,046 in City of Oceanside funding. Gap funds will allow VCC to implement the following four objectives:

Objective 1: 70% of enrolled youth will increase their social connectedness during REACH as documented by a pre/post Social Connectedness Scale.

- 1.1 **Activity:** Enroll 60 youth in Libby Lake REACH
 Tracking Measure: Completed youth intake packets
- 1.2 **Activity:** Youth will engage in year-round REACH activities designed to promote interaction, communication and social connectedness between participants.
 Tracking Measure: Social connectedness surveys completed at program entry and exit
- 1.3 **Activity:** Engage youth in three (3) service-learning projects designed to improve the community environment
 Tracking Measure: Sign-in sheets

Objective 2: 90% of youth will maintain a minimum 2.0 GPA by end of the school year.

- 2.1 **Activity:** Monitor participants' academic achievement by tracking GPA scores
 Tracking Measure: Students' quarterly GPA scores
- 2.2 **Activity:** During one hour of homework time daily, provide youth with the academic support they need to complete their school assignments
 Tracking Measure: Sign-in sheets

Objective 3: 80% of youth will gain life skills by engaging in evidence-based prevention curricula

- 3.1 **Activity:** 45 youth will receive education in life skills developed from evidence-based curricula. Topics include mental health, drug and violence prevention, adolescent development, educational and career success, financial literacy, healthy lifestyles, healthy relationships, pregnancy prevention and/or resiliency.
 Tracking Measures: Sign-in sheets; completed post-training surveys
- 3.2 **Activity:** Coordinate four (4) guest speakers to offer presentations on related life skills
 Tracking Measure: Sign-in sheets

Objective 4: Parents that participate in educational workshops will achieve test scores of at least 80% on post-training knowledge surveys

- 4.3 **Activity:** Host six (6), one hour, parent night events to 10-20 parents each, on a variety of topics such as Open House, Know Your Rights, Parent/Child

Communication, A-G college entrance requirements, Computer Literacy, and Nutrition, to improve parent's knowledge and understanding of local resources.

Tracking Measure: Sign-in sheets, completed post-training knowledge surveys

- 4.3 **Activity:** Implement a teen/parent communication curriculum such as *Amor de Familia* that promotes and models healthy communication between parents and children to 15 parents.

Tracking Measure: Sign-in sheets, completed post-training knowledge surveys

Proposed Budget
 7/1/25-6/30/25
 REACH Libby Lake – Gap Funding
 Award Amount \$86,046

| Personnel | | Narrative |
|-------------------------------------|------------------|--|
| Program Supervisor | \$ 28,080 | Program Supervisor (hourly employee) at \$25.00 per hour at 54% FTE Site Assistant (hourly employee) at \$22.00 per hour at 77% FTE |
| Site Assistant | \$35,464 | |
| Sub-Total Salaries | \$ 63,544 | |
| Fringe at 18% | \$11,438 | Fringe Benefits include taxes, insurance, disability, retirement and vacation |
| Total Personnel & Fringe | \$74,982 | |
| Operating | | |
| Incentives - Snacks | \$ 5,649 | Food to serve daily at programing including snacks, beverages and warm meals All related expenses for field trips including ticket costs, food at venue and/or snacks to bring into venue, or charter bus rental and parking fee. |
| Incentives - Field Trips | \$ 5,415 | |
| Total Operating | \$11,064 | |
| Grant Total | \$ 86,046 | |

