

**CITY OF OCEANSIDE****PROFESSIONAL SERVICES AGREEMENT****PROJECT: EASTSIDE UNITED COMMUNITY ACTION NETWORK CLUB 55  
SENIOR FITNESS PROGRAM with SERVICES AT JUNIOR SEAU  
FITNESS CENTER**

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 EASTSIDE UNITED COMMUNITY ACTION NETWORK, Inc., a nonprofit community benefit organization, hereinafter designated as "CONSULTANT."

The purpose of this agreement is to describe the EASTSIDE UNITED COMMUNITY ACTION NETWORK (EUCAN) Club 55 Senior Fitness program services that CONSULTANT will provide at the City of Oceanside's Junior Seau Senior Fitness Center (448 Country Club Lane, Oceanside 92054) for the period from July 1, 2026 through June 30, 2028.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The EUCAN Club 55 Senior Fitness program is more particularly described as follows:
  - CONSULTANT will implement the Club 55 Senior Fitness program at the Junior Seau Fitness Center located at 448 Country Club Lane from July 1, 2026 through June 30, 2028, providing health and fitness program and health education services and referrals to seniors 62 years and older as described in the Scope of Work (refer to Attachment A);
  - CONSULTANT will maintain days and hours of operation: Monday through Friday, 7:00am – 2:30pm with accommodations for 30-minute staff lunch from 11:00 – 11:30 pm;
  - CONSULTANT will work with the Fitness Coordinator to maintain a minimum of 55+ gym and fitness center memberships from seniors and/or Oceanside residents;
  - CONSULTANT will provide on-going health education to all members, one topic a month. Delivery of health education can be provided through collateral material, videos, and referrals to community partnerships such as CSUSM School of Public Health and other community resources;
  - CONSULTANT will track all recruitment and program promotion efforts, club due collection, participant attendance and demographic information, and provide quarterly reporting of program objectives, benchmarks, and any other

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information required to meet grant reporting requirements due no later than the 15<sup>th</sup> of the following months (October, January, April, and July) of each program year;

- CONSULTANT will submit monthly invoices for authorized grant expenses to the City staff with supporting documentation including but not limited to itemized receipts and payroll reports or stubs, for any expenses claimed;
- CONSULTANT will submit quarterly financial audit reports by the 15<sup>th</sup> of the following months (October, January, April, and July);
- CONSULTANT will conduct an evaluation of members' participation, including number of visits per day of week and time of day, and use findings to assess hours of operations.
- CONSULTANT will conduct an annual survey of members to identify topics for classes and/or workshops and identify potential partnerships to present;
- CONSULTANT will host a minimum of four intergenerational events and programming during afterhours for seniors and youth;
- CONSULTANT will adhere to all CDC, state and County health and safety requirements as provided in CDC guidance, state mandates and local Public Health orders.

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 any of its employees, agents, or subcontractors under this Agreement. 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

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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.

\*\* CONSULTANT will be required to carry a Sexual Misconduct insurance policy of up to \$1,000,000 on their general liability insurance policy when working with vulnerable populations, such as seniors and youth.

**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. 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

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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-VII 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 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.
- 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 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.

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6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Forty-Five Thousand Dollars (\$45,000) per year for a period of two-years as referenced in the Project Budget attached hereto as Attachment B and incorporated herein by reference. Consultant shall provide an itemized invoice for payment by City on a monthly basis no later than the 15<sup>th</sup> of the following month. All items on the invoice shall be for costs incurred under the project Scope of Work, as identified in the Project Budget and have detailed supporting documentation.

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 the 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 Neighborhood Services Director no later than June 30, 2028.

CONSULTANT may request a one-year extension of this Agreement and an additional Forty-Five Thousand dollars (\$45,000) for Year Three, provided the CONSULTANT is not in default or breach of any term, condition, covenant or provision of this Agreement and has demonstrated satisfactory progress in meeting all set goals and objectives.

CONSULTANT may request the one-year extension of the term of this Agreement by providing a written notice to the CITY MANAGER, no later than ninety (90) days prior to the expiration of the initial Agreement. City Manager, or designated staff shall notify the CONSULTANT not later than thirty (30) days after receipt of request whether the extension will be recommended to City Council for approval, at which time the City shall provide the CONSULTANT with terms and conditions recommended for implementation during the extension term.

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.

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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. **PROTECTION OF PERSONAL INFORMATION.** “Personal information” means information that identifies, relates to, describes, is reasonable capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.
11. **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.
12. **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.

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13. **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.

EASTSIDE UNITED COMMUNITY ACTION NETWORK, INC.

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Wayne Godinet, Executive Director

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Employer ID Number    DUNS Number

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

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

**Eastside United Community Action Network  
Generation in Motion - Club 55**

**Goal Year 1: Stabilize and enhance exercise program operations**

**Objective 1:** *Increase membership by 10-15%*

- Activities:**
- 1) Assess and retain current membership of 50+ members
  - 2) Create flyers to promote program & distribute in key locations
  - 3) Host a minimum of 6 outreach events to promote programs

**Objective 2:** *Create consistent daily programming*

- Activities:**
- 1) Operate Club 55 fitness program Monday - Friday, 7am to 2:30pm
  - 2) Conduct a survey of members to identify potential classes & workshops
  - 3) Add low impact, balance and fall prevention classes
  - 4) Host a minimum of 4 light social/mentorship gatherings
  - 5) Conduct end of year evaluation of members' participation, to include but not limited to number of visits, most popular times, and satisfaction with classes, services, facility

- Outcomes:**
- 1) Increased membership by 10%
  - 2) Establish consistent programming and member participation
  - 3) Improve participant mobility and strength as evaluated by self report

**Goal Year 2: Expand participation and partnerships**

**Objective 1:** *Increase membership by an additional 15% from FY26-27 baseline*

- Activities:**
- 1) Revise flyers with additional services to promote program & distribute
  - 2) Host a minimum of 6 outreach events to promote programs
  - 3) Create social media presence to increase outreach and membership
  - 4) Conduct survey of additional classes or topics from membership

**Objective 2:** *Strengthen community partnerships*

- Activities:**
- 1) Identify additional partner to assist with classes and health presentations
  - 2) Draft letter of support and/or MOUs with a minimum of 4 community partners for supportive services and resources
  - 3) Recruit guest speakers for senior and mentorship programs
  - 4) Host a community resource fair with community partners targeting seniors and/or intergenerational programs

**Objective 3:** *Grow senior specific & intergenerational programming*

- Activities:**
- 1) Add new classes to expand programming based on participant feedback (strengthening, flexibility, wellness workshops)
  - 2) Continue social media post(s) of fitness programming and partner-led activities and/or classes
  - 3) Host 4 intergenerational events
  - 4) Implement mentorship sessions in PM to include guest speakers, workshops and life skill classes

- Outcomes:**
- 1) Increased membership by 15%, and higher retention rate
  - 2) Enhance programming and increased member participation
  - 3) Increase social and community engagement as verified by self report

	<b>City of Oceanside-Housing &amp; Neighborhood Services</b>
	<b>CLUB 55 SENIOR FITNESS PROGRAM</b>
	<b>PROPOSAL BUDGET</b>

Name of Individual or Organization	Grant Period
Eastside United Community Action Network, Inc. (EUCAN)	7/01/2026 - 6/30/2028

Name of Program	Funding Source: CLUB 55 General Fund
Generations in Motion	

**Expense Categories**

A. Personnel			Budget Narrative
	FY 2026-27	FY 2026-27	
Program Coordinator	\$ 36,400.00	\$ 36,400.00	Program Coordinator support daily operations, supervision of patrons, ensures safety
	\$ -	\$ -	

B. Fringe Benefits		
Fringe @ 12%	\$ 4,368.00	\$ 4,368.00
	\$ -	\$ -

C. Materials and Supplies			
Cleaning & Sanitation Supplies	\$ 450.00	\$ 450.00	Cleaning supplies for restrooms, equipment and facility
Exercise Program Supplies	\$ 1,000.00	\$ 900.00	Additional mobile equipment (stretch bands, yoga mats, etc.)
Equipment Maintenance/Repair	\$ 1,000.00	\$ 1,000.00	Repairs and annual maintenance check of equipment
	\$ -	\$ -	

D. Marketing			
Recruitment, outreach, flyers	\$ 452.00	\$ 340.00	Materials used to conduct periodic recruitment activities, outreach and community
Promotional Items	\$ 250.00	\$ 250.00	
	\$ -	\$ -	

E. Program Fee (Revenue)			
Annual Membership Fees	\$ (5,200.00)	\$ (5,200.00)	Annual membership fee \$65 x 80 members (revenue collected)

F. Utilities			
Utilities	\$ 5,300.00	\$ 5,512.00	Avg utility costs: electricity, water, sewage \$442/mo. x 12 mos.
Internet	\$ 780.00	\$ 780.00	Internet costs (\$65/mo. X 12 mos.)

G. Landscaping			
Landscaping/Trim	\$ 200.00	\$ 200.00	Landscaping (weeding, gardening supplies, palm tree trim)

<b>H. Totals</b>	<b>\$ 45,000.00</b>	<b>\$ 45,000.00</b>
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