

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: GRUPO FOLKLORICO TAPATIO OF OCEANSIDE

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 GRUPO FOLKLORICO TAPATIO OF OCEANSIDE, 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 free, biweekly Ballet Folklorico classes for a maximum of thirty (30) youth per class, at the John Landes Community Center and the Joe Balderrama Recreation Center 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 operate free, triweekly, Mariachi classes for a maximum of fifty-two (52) students at the John Landes Community Center in Oceanside from July 1, 2026 through June 30, 2027;

CONSULTANT will run three (3), eight-week (8-week) sessions per program, per location, for total of nine (9) sessions;

CONSULTANT will recruit youth, ages five (5) to eighteen (18), from opportunity neighborhoods in Oceanside;

CONSULTANT will facilitate an end-of-year showcase

CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 10th 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 15th of following month;

CONSULTANT and its participants agree to participate in any and all MEASURE X-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

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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
(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 is required to carry a Sexual Misconduct policy 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.

*CONSULTANT agrees to carry a Sexual Misconduct rider on their general liability insurance policy when working with children under the age of eighteen (18).

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

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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. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **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.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of Seventy-Nine-Thousand Dollars (\$79,000) 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.

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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.

8. **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.
9. **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.
10. **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.

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.

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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.
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.

GRUPO FOLKLORICO TAPATIO
OF OCEANSIDE

CITY OF OCEANSIDE

By: _____
Luis Ocegüera/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.

SCOPE OF WORK

Organization: Grupo Folklorico Tapatio of Oceanside

Program: Tapatio

Primary Contact: Luis Oseguera

Funding Source: Measure X

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

Narrative:

TAPATIO is a dance group that specializes in the truest form of traditional dances from different regions of Mexico. Grupo Folklorico Tapatio was established in 2004 by Director Luis Oseguera and was based in the City of Oceanside. The dance group promotes the history & traditions of various dances & danzas with quality & authenticity true to its heritage. The dances performed by Grupo Tapatio are based on studies conducted through travel and interaction with master teachers in order to portray its true traditional essence.

Grupo Tapatio has performed throughout various areas of Southern California and experienced their first international dance tour in Nayarit, Mexico, in 2015. The group has proudly taken part in a wide array of venues, both large and small, from media, theater, to charitable and community events. We take great pride in helping raise awareness through charity and community programs/events.

Luis Oseguera is experienced at teaching both children and adults of all ages and learning levels, ranging from beginner to intermediate and advanced. He prepares and teaches high school students at a higher level than most, preparing them for what is considered "University leveled Folklorico". This advanced level is equivalent to a Varsity league in sports, which also opens entry for college-level extracurricular activities and Ballet Folklorico Scholarships. Luis has also experienced and proudly accepts working with children who have special needs. He believes that all children, regardless of their learning disabilities, have the right to experience, learn, and love the art of music and dance. His goal is not just to teach dance, but to teach his students to love the art of dance.

The Program:

Tapatio offers a structured outlet for emotional release while gaining awareness and appreciation of oneself and others. Dance classes for school-age children have proven to help develop work and learning skills that will help set them up for success for their entire life. Through his class, he provides valuable life skills through dance, such as responsibility, persistence, communication skills, and accountability.

The benefits of Dance Classes for Kids are:

- Staying physically healthy, dancing is a fun way for kids to get the exercise they need.
- Exercising the body and brain is beneficial to physical and mental health.
- Teamwork; learning to work and communicate with others. Teamwork inspires friendships.
- Using dance and their bodies as a vehicle for self-expression.
- Enhance confidence.
- Improves sleep quality.
- Keep kids away from gangs and other negative influences.

Through Mexican folklorico dance, the mission is to allow students to learn personal responsibility, group dynamics, and leadership skills; grow and develop critical-thinking abilities and creative expression as well as physical and mental stamina; and share in cultural understanding and appreciation for the richness of the art form.

Biweekly Folklorico classes / 2:00 hour duration, open to all interested students as an after-school program/club. The program will run for a total of three sessions, consisting of eight weeks. These sessions will be taught by instructor Luis Ocegüera and will have a max capacity of 30 students per eight-week session. Days of class are to be determined. Students will be taught basic steps, skirt work, formations, and working together as a group. Students will have the opportunity to experience and compete in a Folklorico Competition. At the end of their school year (3rd session), students will present an end-of-session performance for families and peers at school sites.

Goals/Metrics:

1. Success of the program will be tracked through enrollment and attendance documentation.
2. Students will perform at community events and local theaters.
3. Students will compete in at least one Folklorico Competition
4. Parents will be engaged through Parent Groups.

City of Oceanside - Grupo Folklorico Tapatio of Oceanside**Program Budget****Agency: Grupo Folklorico Tapatio of Oceanside****Program: Tapatio****Contract Period: July 1, 2026 through June 30, 2027****Measure X Program Award****Contract Budget****Budget Line Item****Operations****Tapatio** \$ 79,000.00**Total:** \$ 79,000.00

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

