

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: BOYS & GIRLS CLUB OF NORTHWEST SAN DIEGO-HEALTHY MINDS, HEALTHY LIVES PREVENTION PROGRAM

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 BOYS & GIRLS CLUB OF NORTHWEST SAN DIEGO, 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 a targeted, evidence-based Substance Use Disorder (SUD) Prevention program for two hundred (200) Middle- and High-school youth at the Oceanside Clubhouse, located at 401 Country Club Lane, from July 1, 2026 through June 30, 2026 as described in the Scope of Work attached hereto and described herein as Attachment A;

CONSULTANT will expand the existing program to include intensive cohorts for fifty (50) youth, additional curriculum offerings, and on-site behavioral health support;

CONSULTANT will engage enrolled youth through sustained, multi-session, rotating cohorts that integrate prevention curricula, opioid education, individualized check-ins, and intensive mentorship;

CONSULTANT will recruit youth through Oceanside Unified School District (OUSD) referrals, Oceanside Youth Partnership (OYP), School Resource Officers (SROs), campus-based intervention programs, Teen Nights, open-access events, and community-based activities;

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; 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;

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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
(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 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

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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-Thousand Dollars (\$50,000) 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 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

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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.

BOYS & GIRLS CLUB OF NORTHWEST
SAN DIEGO

CITY OF OCEANSIDE

By: _____
Marineke Vandervort/CEO

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: Boys & Girl Clubs of Northwest San Diego

Program: Opioid Settlement Funding

Primary Contact: Marineke Vandervort

Funding Source: Measure X

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

Narrative:

Healthy Minds. Healthy Lives. is a strategic expansion of a previously funded Measure X program, enhanced to directly address identified service gaps through increased dosage, expanded curriculum offerings, and the integration of on-site behavioral health support. Serving approximately 200 middle and high school youth annually, including 50 in intensive cohorts, the program primarily reaches participants from Oceanside's Opportunity Neighborhoods. Youth engage in structured programming, utilizing proven models to build decision-making, refusal skills, emotional regulation, and resilience.

The Program:

During the funding period, Healthy Minds. Healthy Lives. will serve approximately 200 middle and high school youth annually, with an intensive prevention track for at least 50 teens participating in higher-dosage SUD programming. The current teen population includes 233 registered youth whose demographic profile reflects a high-concentration risk environment: approximately 75% identify as youth of color and 25% as White; 42% of youth of color identify as Hispanic/Latino; 100% qualify for free or reduced-price lunch; an estimated 25% live in single-parent households; and roughly 7% are military-connected. Many participants experience compounding risk factors, including housing instability, exposure to community violence, and proximity to gang activity.

BGCNWSO uses a multi-system recruitment and identification pipeline to intercept substance use risk early and connect youth to structured SUD prevention programming. Through a 17-year partnership with OUSD, referrals from school counselors, administrators, and intervention staff prioritize middle and high school students showing early warning signs such as academic decline, behavior changes, or attendance issues. Coordination with School Resource Officers (SROs), campus-based intervention programs, and the Oceanside Police Department's Oceanside Youth Partnership (OYP) ensures that youth identified across education and enforcement systems are linked to prevention services rather than only discipline responses. Internally, staff use mentorship check-ins, behavioral observation, and youth self-report to identify early-stage risk and move participants into intensive cohorts. To reach youth not yet connected to services, BGCNWSO also relies on Teen Nights, open-access events, and community-based activities as low-barrier entry points into deeper SUD-focused

Intervention.

Program delivery is adapted through bilingual materials and facilitation, youth-informed program design, flexible scheduling and transportation access, and integration of culturally relevant themes. Prevention messaging is delivered through applied skill-building and facilitated dialogue on social media influence, peer pressure, and using substances as a coping response to stress and trauma, with an emphasis on practical refusal strategies, help-seeking norms, and safe alternatives. Outreach uses asset-based framing centered on belonging, safety, and opportunity, explicitly communicating that services, meals, and transportation (when available) are provided at no cost and that youth information is not shared outside the organization unless required for safety. Trusted messenger networks, including OUSD counselors, faith-based leaders, and community partners, amplify prevention messages, while consistent presence at schools and community events keeps information visible. Peer-to-peer engagement models, including Teen Nights and planned Youth/Alumni Ambassador initiatives, extend SUD prevention messaging into the social networks where behavior is most strongly shaped.

The program prioritizes high-dosage, structured engagement to support measurable behavioral outcomes. Regular participants who attend at least 2 days per week receive approximately 80 hours of prevention-aligned programming annually across a 35-week school-year cycle.

- Session period: School year (approximately 220 program days)
- Operational schedule:
 - o Monday, Tuesday, Thursday, Friday: 2:30–6:00 p.m.
 - o Wednesday: 12:30–6:00 p.m.
- Average daily attendance in prevention-aligned programming: 50 middle and high school youth

The Oceanside Clubhouse operates on a bifurcated after-school schedule aligned with school dismissal times and developmental needs, providing consistent access for middle and high school students. Teen programming begins after late dismissal and is structured to integrate targeted prevention with academic and life-skills supports:

- Targeted Prevention Sessions (minimum 1 hour/week): Small-group sessions for youth enrolled in Healthy Minds. Healthy Lives, focuses on substance use prevention, decision-making, refusal skills, and applied life skills.
- Academic Power Hour (daily): Homework support, tutoring, and skill reinforcement to stabilize school engagement.
- College & Career Readiness/Life Skills: Financial literacy, workforce readiness, post-secondary planning, and leadership development integrated into weekly schedules. This structure keeps teens engaged during high-risk afterschool hours while building practical skills, future orientation, and decision-making capacity that directly reinforce SUD prevention outcomes.

During the school year, Healthy Minds. Healthy Lives. operates through rotating middle and high school cohorts. Regular participants engage 2–3 times per week in a sequenced schedule of:

- SUD and opioid prevention,
- mental health and social-emotional development, and
- leadership, connectedness, and resilience.

The annual plan includes 41 middle school lessons and 36 high school lessons focused specifically on substance and opioid use prevention, reinforced by social-emotional and leadership components that carry prevention messages across the year. A detailed curriculum map and school-year calendar (including specific lesson sequences by month) are provided in Attachment A: School-Year SUD Prevention Plan.

Pillar 1: Substance Use & Opioid Prevention

The first service pillar provides targeted prevention education calibrated to how Substance use risk shifts from middle to high school.

- Middle school programming emphasizes early intervention, delaying initiation, and building resistance skills before patterns of use are established.
- High school programming addresses increased exposure, normalization, and access, harm reduction, overdose risk, and future-oriented decision-making.

Middle School: Early Intervention, Skill-Building & Risk Prevention

For middle school youth, programming focuses on curiosity, peer pressure, vaping exposure, and early experimentation:

Core curricula:

- Botvin LifeSkills Training (LST): Builds core protective skills, including self-management, communication, social competence, and drug resistance to prevent tobacco, alcohol, and other substance use.
- Project ALERT: Delivers a structured series of lessons that reshape attitudes about alcohol and marijuana, correct misperceptions of peer use, and equip youth with practical resistance strategies.
- CATCH My Breath: Provides targeted vaping and nicotine prevention through core lessons and activities addressing addiction, peer pressure, marketing influences, perceived norms, and refusal skills.
- Stanford Tobacco Prevention Toolkit: Offers modular, youth-centered lessons addressing nicotine and tobacco risks, industry targeting (including communities of color), environmental impacts, and skill-building to resist use.

Key emphases:

- Early recognition of substance use risk and exposure
- Refusal and resistance skills in peer-driven situations
- Awareness of social norms, media influence, and targeted marketing

For high school youth, programming builds on earlier prevention and addresses greater

exposure and access to substances, including opioids, fentanyl, cannabis, vaping products, alcohol, and polysubstance use. The focus shifts from general awareness to applied decision-making, harm reduction, and long-term consequence awareness.

Core curricula:

- **Advanced Botvin LifeSkills Training:** Reinforces decision-making, stress management, communication, and refusal skills as youth navigate more complex peer and social environments.
- **Safety First - Real Drug Education for Teens:** Provides accurate, non-judgmental education on alcohol, opioids/fentanyl, and other drugs—promoting abstinence while equipping youth with harm-reduction strategies.
- **Aware & Prepare - Fentanyl & Opioid Awareness Modules:** Builds awareness of fentanyl risks, counterfeit pills, and overdose prevention, while introducing harmreduction strategies and support resources.
- **CATCH My Breath (High School):** Extends vaping prevention with a focus on addiction, peer and marketing influences, and strengthening decision-making.
- **Smart Talk - Cannabis:** Reduces cannabis use by shifting attitudes, strengthening refusal skills, and addressing mental health-related risk factors.
- **SMART Moves:** Builds decision-making, communication, goal-setting, and peer resistance skills through interactive, skill-based learning.

Key emphases:

- Real-world decision-making under peer pressure
- Harm reduction and overdose awareness, including fentanyl risk
- Long-term consequence awareness, future planning, and leadership identity. High school participants move through a progression that begins with life skills and resistance strategies, advances into opioid/fentanyl and harm-reduction education, and culminates in youth-led prevention, leadership, and community engagement activities.

Pillar 2: Mental Health & Social-Emotional Development

This pillar addresses Oceanside youth needs by giving them structured time to build coping skills before stress escalates to crisis and by directly reinforcing self-regulation, impulse control, and stress management - all of which reduce SUD risk.

Core curricula:

- **SMART Moves - CORE (Middle School):** Delivers 11 sequential sessions building decision-making, communication, refusal skills, and risk avoidance.
- **SMART Moves: Emotional Wellness (Middle School):** Develops self-awareness, emotional regulation, and coping skills through structured sessions focused on self-management and peer application.
- **Botvin LifeSkills Training (Middle & High School):** Builds self-management, social competence, and drug resistance skills, including stress management, communication, problem-solving, and healthy relationship development.
- **Triple Play: Social Recreation (High School):** Provides a structured SEL curriculum strengthening relationships, teamwork, emotional awareness, problem-solving, and resilience.

- Triple Play - Healthy Habits (High School): Promotes physical health, nutrition awareness, and emotional insight while engaging youth in identifying needs and creating peer-led wellness campaigns.

Pillar 3: Leadership, Connectedness & Resilience

This pillar directly addresses school disconnectedness by giving youth visible roles in shaping solutions and strengthening their sense of belonging - key protective factors against substance use and high-risk peer affiliation.

Core components:

- Torch Club (Middle School): Engages youth in leadership and service learning to build confidence, responsibility, and community involvement.
- Keystone Club (High School): Develops leadership, peer connection, and service through nationally aligned programming that prepares youth for success.
- Youth-Led Prevention Messaging: Empowers youth to design and deliver peer-facing campaigns and presentations addressing vaping, fentanyl, cannabis, opioids, and healthy coping.

Weekly Service Delivery Model and Dosage

Across the 35-week school year, Healthy Minds. Healthy Lives. follows a consistent weekly pattern:

- 1–2 SUD/opioid prevention sessions (LifeSkills, vaping, cannabis, tobacco, fentanyl, or harm-reduction content).
- 1 SEL or wellness session (coping, emotional regulation, stress management, or healthy relationships).
- 1 leadership or service-learning touchpoint (Torch Club, Keystone Club, Teen Nights, or youth-led prevention activities).
- Daily informal reinforcement through staff mentorship, check-ins, academic support, and peer engagement. Regular attendees receive approximately 48–80 hours of prevention-aligned programming per year, depending on the number of curriculum tracks they participate in. Full-year participants receive the highest dosage through repeated exposure to prevention content, adult mentorship, and applied practice across settings.

Goals/Metrics

Goal 1 – Increase SUD and opioid prevention knowledge

- Benchmark: At least 50 unduplicated youth participate in core prevention cohorts and complete pre-/post-tools.
- Expected outcome: At least 80% of these youth show increased knowledge of substance use, opioid/fentanyl, vaping, nicotine, cannabis, or harm-reduction concepts.

Goal 2 – Strengthen refusal skills, decision-making, and risk perception

- Benchmark: Youth complete repeated skill-building sessions through LifeSkills Training, Project ALERT, CATCH My Breath, SMART Moves, Safety First, and related modules.
- Expected outcome: At least 80% of core participants show improved refusal skills, decision-making confidence, or risk perception related to substance use.

Goal 3 – Improve coping skills, emotional regulation, and mental well-being

- Benchmark: Youth participate in SMART Moves: Emotional Wellness and CORE, Triple Play, or LifeSkills sessions focused on self-management, stress, and coping.
- Expected outcome: At least 75% of core participants demonstrate stronger coping strategies, emotional regulation, or self-management skills.

Goal 4 – Increase connectedness, leadership, and other protective factors

- Benchmark: Youth engage in mentorship, Teen Nights, Torch Club, Keystone Club, youth-led prevention messaging, service-learning, or similar activities.
- Expected outcome: At least 70% of core participants demonstrate increased connection to caring adults, peer belonging, leadership confidence, or school/community engagement.

Goal 5 – Ensure timely support for youth at elevated risk

- Benchmark: Staff document and follow up on all identified needs for additional support (active use, experimentation, emotional distress, or safety concerns).
- Expected outcome: 100% of youth identified as needing additional support receive a documented referral or internal follow-up.

At the participant level, success will be defined as attending at least three prevention sessions or participating consistently in a curriculum cohort, completing assigned pre/post-tools when applicable, and demonstrating increased knowledge, skill, or confidence in at least one prevention domain. Successful participants will also maintain a connection with a trusted staff member or mentor and take part in at least one applied activity such as a discussion, role play, youth-led message, or leadership or service-learning project; high-dosage youth will additionally complete at least one full curriculum cycle and a follow-up check-in.

City of Oceanside - Boys & Girls Clubs of Northwest San Diego

Program Budget

Agency: Boys & Girls Clubs of Northwest San Diego
Program: Healthy Minds/Healthy Lives
Contract Period: July 1, 2026 through June 30, 2027

Program Award

Contract Budget

Budget Line Item

Operations

Healthy Minds/Healthy Lives	\$	50,000.00
Total:	\$	50,000.00

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

