

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: NORTH COUNTY LGBTQ RESOURCE CENTER-PROJECT YOUTH/UNICORN HOMES**

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 NORTH COUNTY LGBTQ RESOURCE CENTER, 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 community-based support services and short-term, transitional housing program, Project Youth/Unicorn Homes, for one-hundred-thirty (130) youth, ages 8-25, from July 1, 2026, through June 30, 2027;

CONSULTANT will provide community programming, housing support, and wrap-around case management to enrolled youth;

CONSULTANT will facilitate on-site support groups, peer-led activities, and identity-affirming spaces;

CONSULTANT will teach a resilience and life skills curriculum, focused on emotional regulation, financial literacy, employment readiness, and independent living;

CONSULTANT will recruit youth through low-barrier outreach and through referrals from mental health services, case management, community partners, law enforcement, child welfare, schools, and healthcare facilities;

CONSULTANT will conduct ongoing assessments, referrals, and progress monitoring for youth enrolled in the program;

CONSULTANT will submit monthly invoices for authorized grant expenses to the Grant Coordinator with supporting documentation for any expenses claimed by the 15<sup>th</sup> 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 15<sup>th</sup> 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 Thirty-five-thousand-eighty-five Dollars (\$35,085). CONSULTANT agrees to submit all invoices for payment no later than the fifteenth (15<sup>th</sup>) 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 satisfaction of the CITY by June 30, 2027. All final reports shall be submitted no

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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.

NORTH COUNTY LGBTQ RESOURCE  
CENTER

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Max Disposti/Executive 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

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Organization: North County LGBTQ Resource Center

Program: Project Youth/Unicorn Homes

Primary Contact: Max Disposti

Funding Source: Measure X

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

### Narrative:

Together, Project Youth and Unicorn Homes/ Villages support youth ages eight through twenty-nine with a continuum of services ranging from prevention to stability. The Integrated Youth Empowerment & Transitional Stability Initiative will serve high-risk Oceanside neighborhoods including but not limited to Crown Heights, the John Landes Park area, and the east side. The specific community to be targeted by The Center for the Initiative consists of LGBTQ+ youth ages eight through twenty-nine. Most clients of The Center have experienced violence, bullying, family rejection, homelessness, and other traumas including trafficking as well as widespread housing and employment discrimination and healthcare disparities. The Center is doing deep work in communities that intersect with queer communities including ethnic minorities. In 2025, 71% of Mental Health Services clients were BIPOC (Black, Indigenous, People of Color). Forty percent of youth who are unhoused in San Diego County identify as LGBTQ+. The Center expects to serve a total of 70 unique individuals through the proposed Initiative with services ranging from prevention through housing, workforce development, and stabilization.

### The Program:

The North County LGBTQ Resource Center (The Center) currently operates a series of impactful activities under the same program that is the subject of this proposal. Project Youth is a youth-centered community program offering support groups, GSA spaces, drop-in services, and resilience education. The program also includes the Unicorn Villages - a Transitional Age Youth (TAY) housing services serving individuals with short-term (6-month) housing support and wrap-around case management. While both activities demonstrate strong outcomes independently, participants frequently need a continuum of care that bridges social-emotional support with housing stability. To address this need, The Center proposes the Integrated Youth Empowerment & Transitional Stability Initiative, a comprehensive, trauma-informed model that intentionally interweaves the community-based support services of Project Youth with the transitional housing and wrap around services of Unicorn Village. This initiative recognizes that stable housing and social belonging are deeply interconnected—and that long-term success depends on addressing both.

Through the proposed integrated model, youth will no longer experience services as

separate or episodic. Instead, they will engage in a coordinated pathway that begins with low-barrier community entry points (such as drop-ins and support groups), transitions into housing opportunities when needed, and continues with embedded life skills, resilience training, and peer connection throughout their housing experience and beyond. Coordinated case management will ensure seamless movement through other services of The Center, such as Behavioral Health and our fresh food distribution program, Foodies & Goodies, as well as community-based health and other services.

Key features of the program include:

- Seamless service navigation, allowing youth to move fluidly between community programming, housing support, and wrap-around case management services without disruption
- Embedded social support within housing, including on-site support groups, peer-led activities, and identity-affirming spaces
- Resilience and life skills curriculum, focused on emotional regulation, financial literacy, employment readiness, and independent living
- Continuity of care post-housing, ensuring youth remain connected to community supports after exiting the housing program

#### Goal/Metrics

The Center expects to serve approximately 130 unique individuals through the Initiative. Participation will range from very low barrier entry via walk-in and support groups at The Center or at school-based GSA groups (estimated 2 hours/week or 104 hours annually for 120 participants) to high intensity transitional housing (estimated six months for 10 participants) including wrap around case management and skill building in areas such as financial literacy, employment readiness, and daily living skills (estimated two hours/week x ten participants) and ongoing participation in community program (one hour/week x ten participants). Moreover, we anticipate reaching an additional 600 individuals through coordinated outreach, education, and family interactions.

**Types of Services:** The Initiative expects to serve a minimum of 130 unduplicated participants with a continuum of services ranging from prevention through transitional housing and stabilization. Services will include:

- Safe walk-in space
- Support groups
- Facilitated GSA programming
- Low-barrier outreach and engagement
- Case management and individualized service planning
- Resilience, life skills, and employment readiness workshops
- Transitional housing with integrated support services
- Ongoing assessments, referrals, and progress monitoring

**City of Oceanside - North County LGBTQ Resource Centers**

**Program Budget**

**Agency: North County LGBTQ Resource Centers**

**Program: Project Youth/Unicorn Homes**

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

**Measure X Program Award**

**Contract Budget**

**Budget Line Item**

**Operations**

<b>Project Youth/Unicorn Homes</b>	<b>\$</b>	<b>35,085.00</b>
<b>Total:</b>	<b>\$</b>	<b>35,085.00</b>

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

