

## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

**PROJECT: MEASURE X VISTA COMMUNITY CLINIC PROJECT REACH  
JOHN LANDES COMMUNITY RESOURCE CENTER FY2025-26**

THIS AGREEMENT, dated August 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 Project REACH afterschool program for thirty-five (35) Oceanside youth, ages 12-18, at the John Landes Community Resource Center, located at 2855 Cedar Road, Monday through Friday, 3:00 p.m. to 7:00 p.m., during the school year, with adjusted hours during school breaks and summer vacation, from August 1, 2025 through June 30, 2026 as described in the Scope of Work attached hereto and incorporated herein as Attachment A;

CONSULTANT will successfully recruit youth through neighborhood canvassing, networking, and working with school and resource center staff for referrals to maximize enrollment;

CONSULTANT will ensure that all participants have completed registration packets and will track attendance through daily sign-in sheets with both check-in and check-out times;

CONSULTANT will incorporate a variety of activities including: homework assistance; life skills; art/cultural projects; sports; and service learning in order to create a positive environment where youth can learn self-efficacy and communication skills. A communication plan will be developed over the course of the first program month and implemented in months two and three;

CONSULTANT will meet with Housing and Neighborhood Services staff for monthly meetings to provide program and enrollment updates;

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 Non-Profit Org Financial Reporting Form to City's Finance staff 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;

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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.

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*

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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

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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 One-hundred-fifty-thousand Dollars (\$150,000) (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 (15<sup>th</sup>) of the following

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month and will submit a Quarterly Non-Profit Org Financial Reporting Form to City's Finance staff by the 15th of the following month. Failure to comply with these requirements may result in delay of payment until the reporting requirements are met.

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.

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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.

VISTA COMMUNITY CLINIC

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Fernando Sañudo, 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.**

## Vista Community Clinic Proposal for REACH John Landes

### Goal

The goal of Project REACH is to guide and support positive youth development through comprehensive structured after-school programming that engages youth in activities to promote social connectedness, life skills, and academic achievement.

### Day/Time/Location

Monday-Friday 3:00PM – 7:00PM

2855 Cedar Rd Oceanside, CA 92056

### Target Audience

At-risk, low-income youth in middle and high school in the Tri-City neighborhood of Oceanside

### Youth Served

35 youth enrolled, with 15 to 20 attending daily by November 1, 2025

### Start Up Plan

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#### August 2025 – *Set Up and Soft Launch*

- Room set-up including inventory current and needed supplies (furniture, kitchen, cabinets, desk, tables, chairs; order supplies; and order and set-up technology including wifi and computers.
- Draft design for room to ensure it is youth-friendly, culturally and community relevant including art work, posters, etc.
- Review and update REACH forms
- Save-the-Date flyer to local school – Registration day 8/3/25, school starts 8/13/25
- Design and order promotional materials
- Develop Parent and Community Outreach and Engagement Plan for neighborhood outreach. Plan will include partner agencies such as City of Oceanside Neighborhood Services, Parks and Recreation, Community Housing Works and other credible messengers in the community.
- Schedule meetings with school administration to coordinate program collaboration.
- Week of August 25<sup>th</sup> – Preview Week (soft launch) to include other VCC programs such as mobile medical, enrollment, food distributions, Dad's Club, Resilience, Teen Services, etc.

#### September and October 2025 – *Community Buy-In*

- Parent and Community Outreach and Engagement Plan implemented, including distribution of promotional materials, hosting events and engaging with community members and partners.
- Program Opens 5 days a week

## Program Fully Operational

### November and December 2025

- Host Friendsgiving with other REACH sites
- Coordinate 1 field trip during School Fall Break, and 2 field trips during School Winter Break
- Implement Core Programing 5 days a week

### January – May 2026

- Week of January 12th – Preview Week (re-launch) to promote program for spring.
- Update Parent and Community Outreach and Engagement Plan based on lessons learned and outcome of fall enrollment, community response, etc
- Implement Core Programing
- Presidents Week, February 16, 2026 – Joint REACH event

### June 2026

- End of Year Celebration
- Summer programing schedule

### Core Programing/REACH Hour

- Life Skills Education on healthy relationships, alcohol, tobacco, marijuana and other drug use, gang prevention, healthy eating/wellness, and mental health
- Guest Speakers (4)
- Community Services (2)
- Restorative Circles (every other week)
- Field Trips/Outing outside of Oceanside (5)

<b>Data Collection</b>	Intake packets with demographics Daily sign in sheets GPA Post-survey of life skills education Social Connectedness Survey scores (intake and completion)
<b>Program Components</b>	3:00-4:30pm (1.5 hour) Snack and downtime, homework help, academic support, reading 4:30-5:30pm (1.0 hour) REACH Hour - Interactive Learning, Life Skill Development 5:30-6:15pm (0.75 hour) Arts and Recreation 6:15-6:45pm (0.5 hour) Free time, site clean-up, staff debriefing
<b>Parent Involvement</b>	REACH Staff will communicate with parents, as needed, providing updates on their youth's academic status and any behavioral concerns or challenges that may need their involvement.
<b>Project REACH Collaboration</b>	VCC Community Health Programs including Alcohol and Other Drugs, Tobacco Prevention, Parent Child Health, HIV, and the Youth Development Health Education and Resilience team to provide education, resources and support to all REACH participants. City of Oceanside staff at John Landes Community Center



	Vista Unified School District – Madison Middle School and Rancho Buena Vista High School
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<b>FY26 REACH Budget DRAFT</b>	<b>\$ 150,000 Measure X 43504</b>	<b>Match VCC REACH</b>	<b>Match Other Grant Funds</b>	<b>\$ 150,000 Total</b>
Lisa Archibald, Director			\$ 12,000.00	\$ 12,000
Rhiannon Riecke, Manager	\$ 8,693.00		\$ 29,674.00	\$ 38,367
Maria Halberg, Prg Supervisor	\$ 47,780.00			\$ 47,780
Carlos Fernandez, Site Assistant	\$ 41,807.00			\$ 41,807
<b>Sub-Total Salaries</b>	<b>\$98,280.00</b>	<b>\$0.00</b>	<b>\$41,674.00</b>	<b>\$139,954</b>
Fringe	\$ 16,720.00	\$ -	\$ 7,084.58	\$23,805
	<b>\$ 115,000.00</b>	<b>\$ -</b>	<b>\$ 48,758.58</b>	<b>\$163,759</b>
Office Supplies		\$ 400.00		\$ 400
Printing (in-house and outside)	\$ 1,055.00	\$ 500.00		\$ 1,555
Cell Phone	\$ 605.00			\$ 605
Mileage/Local Travel	\$ 1,500.00	\$ 1,000.00		\$ 2,500
Van Expense	\$ 2,500.00	\$ 1,500.00		\$ 4,000
Office Expense (Furniture, Décor)	\$ 4,600.00			
Educational Materials	\$ 5,000.00			\$ 5,000
Meeting Supplies	\$ 7,500.00			\$ 7,500
Incentives - Field Trips	\$ 4,590.00			\$ 4,590
Incentives - Gift Cards	\$ 3,000.00			\$ 3,000
Promotional Materials	\$ 4,500.00			\$ 4,500
Staff Development (CPR)	\$ 150.00	\$ 200.00		\$ 350
<b>TOTAL Operating</b>	<b>\$ 35,000.00</b>	<b>\$ 3,600.00</b>	<b>\$ -</b>	<b>\$ 38,600</b>
Indirect Personnel Costs		\$ -	\$ 7,313.79	\$ -
	<b>\$ 150,000</b>	<b>\$ 3,600</b>	<b>\$ 56,072</b>	<b>\$ 153,600</b>