

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: UN MAR DE COLORES-OCEANSIDE STEWARDS ASP

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 UN MAR DE COLORES, 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 the Oceanside Stewards Afterschool program for a total of twenty-five (25) eighth-grade students living in Opportunity Neighborhoods, (ten (10) students from Lincoln Middle School, ten (10) students from Surfside Educational Academy, and five (5) students referred from Oceanside Unified School District), 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 provide enrolled students with after-school activities, including: academic support; mentorship; emotional intelligence coaching; mental health check-ins/therapy groups; cultural identity/learning; community building/connectivity; positive transition to high-school; and athletics;

CONSULTANT will conduct weekly sessions that include: two (2) classroom-based afterschool sessions; therapeutic groups at Lincoln Middle School and Surfside Educational Academy facilitated by a Licensed Marriage and Family Therapist (LMFT); bi-weekly one-on-one check-ins with enrolled students; monthly bi-lingual Parent Engagement Circle/family days; quarterly alumni/peer-mentor days;

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;

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY

MEASURE X-UN MAR DE COLORES FY2026-27

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
---------------------------------------	--------------

MEASURE X-UN MAR DE COLORES FY2026-27

*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 suspension or termination of work under the Agreement.

MEASURE X-UN MAR DE COLORES FY2026-27

- 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-thousand Dollars (\$30,000) 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 satisfaction of the CITY by June 30, 2027. All final reports shall be submitted no

MEASURE X-UN MAR DE COLORES FY2026-27

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.

MEASURE X-UN MAR DE COLORES FY2026-27

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.

AGENCY NAME	CITY OF OCEANSIDE
By: _____ Mario Ordoñez-Calderón, 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

Organization: Un Mar de Colores
Program: Oceanside Stewards ASP
Primary Contact: Mario Ordonez-Calderon
Funding Source: Measure X
Contract Term: July 1, 2026-June 30, 2027

Narrative:

Un Mar de Colores proposes to continue and expand its Measure X-supported Oceanside Stewards program — a trauma-informed, culturally grounded afterschool initiative serving at-risk 8th graders from Opportunity Neighborhoods in Oceanside. We began a pilot in FY2024-25 with 8 students; in FY2025-26 we grew to 15 students under Measure X. In FY2026-27, we expand to two sites (Lincoln Middle School and Surfside Educational Academy) with 5 additional seats open to 8th graders district-wide, for a combined cohort of 25 students. We are formalizing a dedicated mental-health/clinical track, including lunch-period LMFT therapeutic groups embedded in the school day, and deepening stewardship programming through partnerships with the City's Coastal Zoning team, U.S. Fish and Wildlife Service, UCSD Scripps, and the San Elijo Lagoon Conservancy.

The Program:

The program is built on evidence-based Positive Youth Development (PYD) principles and directly supports the OJJDP Comprehensive Gang Model strategies of Opportunities Provision, Social Intervention, and Organizational Change, providing a safe, structured, strengths-based alternative to unsupervised afterschool hours during the pivotal transition from middle to high school.

- Age group: 13–14 years old (8th graders preparing for high-school transition)
- Schools: Lincoln Middle School and Surfside Educational Academy (OUSD), plus 5 seats open to 8th graders from any OUSD middle school
- Demographics: 100% youth of color; ~87% identify as Latino/a/e; ~75% will be first-generation college students
- Risk factors: prior suspensions or behavioral referrals, failing grades or chronic absenteeism, limited access to afterschool programming, cultural and economic barriers to academic and recreational success

Students are recruited primarily from the City-designated Opportunity Neighborhoods of Eastside, Crown Heights, Libby Lake, Tri-City, and Downtown Oceanside. Programming is delivered on-campus at both school sites, at Oceanside Strand Beach and adjacent

California State beaches, and at public stewardship sites. The FY2026-27 cohort will serve 25 students total (10 Lincoln, 10 Surfside, 5 district-wide referrals) a small-group model that is intentional: deep relationships, individualized academic support, and safe, supervised ocean programming require low student-to-staff ratios.

All family communication is bilingual (Spanish/English). Staff reflect the cultural, linguistic, and lived experiences of participants, bilingual educators, first-generation college graduates, veterans, and children of immigrants. We adjust programming to honor dietary needs, privacy around photographs, and other cultural or religious practices as identified by families during intake.

Oceanside Stewards directly addresses the following Measure X Youth Services program focus areas:

- ✓ After-school activities and programs
- ✓ Academic Support
- ✓ Healthy relationships / Mentorship
- ✓ Emotional Intelligence
- ✓ Mental Health
- ✓ Cultural identity / cultural learning
- ✓ Community building and community connectivity
- ✓ Positive transition to adulthood (middle → high school bridge)
- ✓ Athletic programs (surf and ocean sports)

Weekly Program Structure

- Two classroom-based afterschool sessions focused on tutoring, mentorship, social-emotional learning, and environmental education

Un Mar de Colores — Measure X FY2026-27 — Oceanside Stewards

- One beach-based session centered on surf therapy, water safety, ocean stewardship, and physical wellness
- Lunch-period LMFT therapeutic groups at Lincoln (Mondays) and Surfside (Wednesdays) — clinically supervised, trauma-informed small-group sessions embedded in the school day so students receive clinical support without leaving campus or missing instruction
- Bi-weekly 1:1 wellness check-ins with an MFT clinical trainee under licensed supervision
- Monthly bilingual Parent Engagement Circle and family surf/field days
- Quarterly alumni/peer-mentor days (“forever familia” pathway into 9th grade) Program duration: August 2026 – June 2027 | Program days: ~120 days, 3 days/week | Total hours: ~300 hours/year per cohort Alignment with Positive Youth Development (PYD) — The 5 Cs
- Competence: Academic tutoring, GPA monitoring, water safety training, environmental science literacy, and skill-based surf progression build measurable competence across academic and physical domains.

- Confidence: Progressive exposure to the ocean, student-led goal-setting, and public-facing stewardship projects (dune restoration, beach cleanups) let youth experience themselves as capable contributors.
- Connection: Trusted adult mentors who share students' cultural backgrounds, restorative circles, family engagement, and alumni pathway create durable bonds with peers, family, school, and community.
- Character: Daily practice of respect, responsibility, and integrity through surf etiquette, environmental stewardship, and co-facilitated community agreements.
- Compassion: Eco-therapy circles, peer mentorship for younger students, and collective action on local environmental issues cultivate empathy for self, community, and ecosystem.

Goal/Metrics

Un Mar de Colores provides clinical mental health on staff, not just trauma-informed programming, but a Licensed Marriage and Family Therapist - Clinical Director and Associate Marriage and Family Therapist on-site therapist who deliver actual clinical services and integrate with each school's MTSS team. This is a rare capability for a community partner and a direct fit for the City's Mental Health focus area. Building on our Conrad Prebys Foundation supported partnership with San Diego State University as a designated practicum site for graduate-level MFT, PCC, and ASW students, and on our clinical supervision relationship with Axis Mundi Center for Mental Health, we are formalizing a dedicated clinical track for Oceanside Stewards. Clinical Manager (LMFT trainee) will deliver weekly lunch-period therapeutic groups at Lincoln and Surfside, bi-weekly 1:1 wellness check-ins, eco-therapy circles during field programming, and high-school transitional support, all under the supervision of LMFT. Two University clinical trainees on our eco-therapy practicum track will expand capacity for trauma-informed, bilingual mental-health support embedded inside a trusted relationship rather than stigmatized as a separate service.

- Academic tutoring and GPA tracking in partnership with school administration
- Surf therapy and progressive surf instruction with licensed water-safety oversight
- Eco-therapy and restorative circles focused on emotion identification, regulation, and coping skills
- Environmental stewardship projects: coastal dune restoration, beach cleanups, kelp/coral conservation, watershed education
- Marine science and ocean-career exposure with UCSD Scripps and invited guest speakers
- Bilingual monthly Parent Engagement Circle and family surf days
- Alumni peer-mentor pathway for high-school graduates of the program
- School-reported data on GPA, attendance, and behavior referrals (collected quarterly via OUSD)
- Teacher and counselor surveys at mid-year and end-of-year
- Pre-, mid-, and post-year student wellness survey combining validated items from

the California Healthy Kids Survey (CHKS) with program-specific measures (ocean confidence, cultural identity, mentorship connection)

- Semi-annual listening circles with students and caregivers
- Surf-confidence progression checklists maintained by the surf therapy team
- Clinical observations during classroom SEL and surf sessions

City of Oceanside -Un Mar de Colores

Program Budget

Agency: Un Mar de Colores
Program: Oceanside Stewards
Contract Period: July 1, 2026 through June 30, 2027

Measure X Program Award

Contract Budget

Budget Line Item

Operations

Oceanside Stewards	\$	30,000.00
Total:	\$	30,000.00

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

