

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: September 10, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF TWO PROFESSIONAL SERVICES AGREEMENTS WITH VISTA COMMUNITY CLINIC FOR PROJECT REACH PROGRAMS AT LIBBY LAKE AND BALDERRAMA CENTERS**

**SYNOPSIS**

Staff recommends that the City Council approve A Professional Services Agreement (PSA) in the amount of \$80,000 with Vista Community Clinic for the Project REACH Program at Libby Lake Community Center; approve a Professional Services Agreement in the amount of \$70,000 with Vista Community Clinic for the Project REACH Program at Balderrama Recreation Center; and authorize the City Manager to execute the agreements.

**BACKGROUND**

In fiscal year 2013-2014, Oceanside Community Safety Partnership (OCSP) applied for California Gang Reduction, Intervention and Prevention (CalGRIP) state funds in an effort to maintain funding for crucial after school youth development programs in the neighborhoods of Crown Heights, Eastside and Libby Lake. The application was not funded causing a shortage of funds to sustain the gang prevention and intervention programs for FY 2014-2015. OCSP has identified these programs as a crucial resource for these neighborhoods in the City's efforts to combat gangs, drugs and youth violence in Oceanside. The City Manager submitted a proposal to the City Council on June 2, 2014 identifying the allocation of funds to assist Vista Community Clinic in sustaining the gang prevention and intervention programs for FY 2014-2015 in Eastside and Libby Lake while continuing efforts to secure future state or federal funding. On June 11, 2014, the City Council approved the City Operating Budget (Resolution No.14-R0334-1) which included the allocations for funding for the Vista Community Clinic's programs.

**ANALYSIS**

The two PSAs sustain existing gang prevention/intervention programs for Oceanside youth under the age of 18 in high risk neighborhoods with current gang injunctions. The two programs provide youth ages 12-18 years with various programming and evidence-based curricula including life skill development, service learning, academic

improvement, decision-making skills, violence, gang and drug prevention education and job skills development. These programs were previously funded by county and state government sources and/or charitable donations. Those funding sources have either ceased to exist or decreased considerably due to the economic downturn.

The PSAs with Vista Community Clinic are to operate the Balderrama Project REACH program at Joe Balderrama Recreation Center and the Libby Lake Project REACH program at the Libby Lake Community Center from September 1, 2014 through September 30, 2015. Scope of work, budget details and reporting requirements are included in each PSA.

**FISCAL IMPACT**

The total cost of the agreements is \$150,000. The FY 2014-2015 Chavez Resource Center operating budget includes \$70,000 in account 900876000101.5395.0019 (Eastside VCC Project REACH) and \$80,000 in account 9008760000101.5395.0014 (Project REACH-Libby Lake). The funding source for this agreement is the General Fund, of which \$88,000 is coming from Laguna Vista sales proceeds. Vista Community Clinic will submit monthly invoices to the Neighborhood Services Department and will submit quarterly progress reports.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

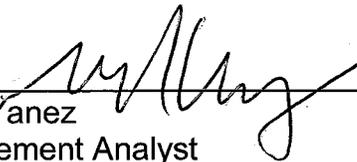
**CITY ATTORNEY'S ANALYSIS**

The agreements have been reviewed by the City Attorney and approved as to form.

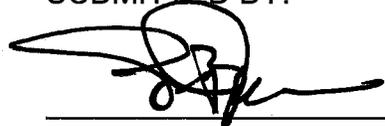
**RECOMMENDATION**

Staff recommends that the City Council approve a Professional Services Agreement in the amount of \$80,000 with Vista Community Clinic for the Project REACH Program at Libby Lake Community Center; approve a Professional Services Agreement in the amount of \$70,000 with Vista Community Clinic for the Project REACH program at Balderrama Recreation Center; and authorize the City Manager to execute the agreements.

PREPARED BY:

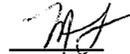
  
\_\_\_\_\_  
Maria Yanez  
Management Analyst

SUBMITTED BY:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

  
\_\_\_\_\_

Margery M. Pierce, Director, Neighborhood Services

  
\_\_\_\_\_

James R. Riley, Director, Financial Services

  
\_\_\_\_\_

- Attachments: 1. Professional Services Agreement – Vista Community Clinic (Balderrama)  
2. Professional Services Agreement – Vista Community Clinic (Libby Lake)

## CITY OF OCEANSIDE

**PROFESSIONAL SERVICES AGREEMENT****PROJECT: VISTA COMMUNITY CLINIC PROJECT REACH PROGRAM with SERVICES at the JOE BALDERRAMA RECREATION CENTER**

THIS AGREEMENT, dated August 1, 2014 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, a nonprofit community benefit organization, hereinafter designated as "CONSULTANT."

The purpose of this agreement is to describe the Vista Community Clinic (VCC) Project REACH program services that CONSULTANT will provide at the City of Oceanside's Joe Balderrama Recreation Center for the period from September 1, 2014 through August 30, 2015 and the associated Guiding Good Choices and Project Toward No Drug Abuse program services that CONSULTANT will provide during the period from September 1, 2014 through August 30, 2015.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The VCC Project REACH program scope of work is described as follows:
  - CONSULTANT will implement the VCC Project REACH program at the Joe Balderrama Recreation Center from September 1, 2014, through August 30, 2015, providing program services to 75 youth, ages 12 to 18.
  - CONSULTANT will implement the 5-session Guiding Good Choices program to 30 parents from the Eastside and Crown Heights areas as well as host 10 monthly parent meeting/workshops from September 1, 2014, through August 30, 2015.
  - CONSULTANT will implement the Project Toward No Drug Abuse program to 30 youth from the Eastside area from September 1, 2014, through August 30, 2015.
  - CONSULTANT will participate in monthly OCSP meeting and provide monthly update of completion of program goals and objectives from September 1, 2014, through August 30, 2015.
  - CONSULTANT shall complete a minimum of 4 Service Learning Projects with participation of 20 youth from the Eastside area from September 1, 2014, through August 30, 2015.
  - CONSULTANT will implement programs as more particularly described in the "Scope of Work", attached hereto and incorporated herein as Exhibit A.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT JOE BALDERRAMA RECREATION CENTER**

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 any of its employees, agents, or subcontractors under this Agreement. 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	\$ 1,000,000
General Aggregate	\$ 2,000,000*

**Commercial General Liability Insurance**  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<b><u>Automobile Liability Insurance</u></b>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT JOE BALDERRAMA RECREATION CENTER**

omissions of CONSULTANT under this Agreement.

- 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. 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-VII 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.
- 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,

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT JOE BALDERRAMA RECREATION CENTER**

such additional insurance as it deems necessary.

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 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 Seventy Thousand Dollars (\$70,000) as referenced in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Consultant shall provide an itemized invoice for payment by City on a **monthly basis**. All items on the invoice shall be for costs incurred under the project Scope of Work and identified in the Project Budget and accompanied with supportive documentation. CONSULTANT'S Chief Executive Officer shall sign the payment request form, or shall submit a letter to City designating another person authorized to sign the invoice.  
  
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 Neighborhood Services Director no later than August 30, 2015.
  
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.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT JOE BALDERRAMA RECREATION CENTER**

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.

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.

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.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT JOE BALDERRAMA RECREATION CENTER**

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, Executive Director

By: \_\_\_\_\_  
Steve Jepsen, City Manager

95-2815615      073383754  
Employer ID Number    DUNS Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

SEE NOTARY  
ATTACHMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On July 29, 2014 before me, Jennifer Lee Young, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Fernando Sanudo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Lee Young  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Oceanside Professional Services Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



VISTA  
COMMUNITY  
CLINIC

Touching Lives Across Our Region

Mailing Address:  
1000 Vale Terrace  
Vista, CA 92084  
(760) 631-5000  
Fax (760) 414-3701  
www.vistacommunityclinic.org

Clinic Locations:  
Vista Community Clinic  
1000 Vale Terrace  
Vista, CA 92084  
(760) 631-5000  
Fax (760) 414-3701

Administration & Program Offices  
465 La Tortuga  
Vista, CA 92081  
(760) 631-5000  
Fax (760) 414-3701  
Human Resources  
Fax (760) 414-3702

Vista Community Clinic  
134 Grapevine Road  
Vista, CA 92083  
(760) 631-5000  
Fax (760) 414-3754

Vista Community Clinic  
818 Pier View Way  
Oceanside, CA 92054  
(760) 631-5000  
Fax (760) 414-3720

Vista Community Clinic  
517 N. Home Street  
Oceanside, CA 92054  
(760) 631-5000  
Fax (760) 414-3752

Vista Community Clinic  
4700 North River Road  
Oceanside, CA 92057  
(760) 631-5000  
Fax (760) 414-3731

Board of Directors:

President  
Raye E. Clendening

Vice President  
Carol Brooks

Secretary  
Vicki Monahan

Treasurer  
Luis Ibarra

Dionicia Dzwiglaski  
Robert Gates  
Olivia Gonzales  
James Hagar  
Michael Hire  
Antonio Mora  
Monica Nava  
Angela Perez  
Anne Speraw  
Joe Troya  
Dolores Vaides  
Sonya Villegas

Chief Executive Officer  
Fernando Samudo

CORPORATE RESOLUTION OF  
Vista Community Clinic

At a regularly scheduled meeting of the Board of Directors of Vista Community Clinic on January 31, 2013, at which a quorum was present and voting, the following resolution was approved.

**Resolved**, that effective January 1, 2013 Fernando Sañudo is the Chief Executive Officer of Vista Community Clinic and is authorized to execute documents on behalf of Vista Community Clinic:

Fernando Sañudo

Chief Executive Officer

Date: 1/31/2013

Raye Clendening  
Raye Clendening, President

Mission Statement

Vista Community Clinic is a private, nonprofit corporation which provides quality health care and health education to the community focusing on those facing economic, social or cultural barriers.

**VISTA COMMUNITY CLINIC PROJECT REACH SERVICES  
AT JOE BALDERRAMA RECREATION CENTER**

**ATTACHMENT A  
SCOPE OF WORK**

**A. VISTA COMMUNITY CLINIC RESPONSIBILITIES**

Vista Community Clinic (VCC) shall perform the following services for the City of Oceanside under this agreement for the contract period from September 1, 2014 through August 30, 2015.

1. VCC will implement Project REACH youth development program services at the City of Oceanside's Joe Balderrama Recreation Center for the period from September 1, 2014 through August 30, 2015, providing services to a minimum of 75 youth ages 12 to 18 years. Youth participating in the program will demonstrate an increase in protective factors as indicated by pre and post testing and a reduction in contact with the juvenile justice system. Long term goals for participating youth is that they will consistently show an increase in protective factors, decreased truancy and/or drop out rates, improved academic achievement, lower levels of substance abuse, and reduced rates of criminal offending, violence and bullying as well as decrease gang recruitment and/or involvement..
2. VCC will provide the 5 session Guiding Good Choices (GGC) program to 30 parents from the Eastside and Crown Heights areas during the period from September 1, 2014 though August 30, 2015.
3. VCC staff will be trained in the Project Toward No Drug Abuse program and will provide that program to a minimum of 30 youth from the Eastside area during the period from September 1, 2014 through August 30, 2015.
4. VCC shall coordinate and complete a minimum of 4 Service Learning Projects with participation of 20 youth from the Eastside area from September 1, 2014, through August 30, 2015.
5. VCC staff responsible for program management and reporting for Balderrama Project REACH, will attend the monthly Neighborhood Association and Community Partnership meetings from September 1, 2014 through August 30, 2015.
6. VCC staff responsible for program management and reporting for Balderrama Project REACH, will meet with the Neighborhood Services Department Management Analyst responsible for oversight of this PSA (herein after referred to as "Management Analyst") on a quarterly basis to review program progress.

**VISTA COMMUNITY CLINIC PROJECT REACH SERVICES  
AT JOE BALDERRAMA RECREATION CENTER**

7. VCC will submit written quarterly reports during the contract period to the Management Analyst, containing the information required to verify that the services described in this Scope of Work are being provided, and to evaluate program performance. These include, but are not limited to, description of program activities, number of unduplicated participants, pre and post testing results, academic achievement, truancy and drop out rates for participants, levels of substance abuse, and rates of criminal offending or violence.
8. VCC will submit monthly invoices to the Management Analyst with supporting documentation for authorized project expenses shown in the attached budget. (Attachment B)
9. VCC will provide a safe and healthy environment during the implementation of all project activities, free of tobacco, alcohol, drugs, and violence.
10. VCC will maintain copies of program documentation and publicity and will provide these to the Management Analyst if requested.
11. A VCC staff member will attend the monthly OCSP Steering Committee meetings and provide a verbal report of progress on program goals, objectives and grant activities.

**B. CITY OF OCEANSIDE RESPONSIBILITIES**

1. CITY will provide funding of \$70,000 for program services described in this agreement. Funds will be paid in a timely manner in response to complete and accurate monthly invoices submitted by VCC.
2. CITY will assist VCC with community outreach to promote attendance in the programs described in this agreement.
3. CITY Management Analyst will meet with VCC staff on a quarterly basis to review program goals, objectives, and reporting requirements.

ATTACHMENT B  
PROGRAM BUDGET

REACH - Balderrama

Proposed budget

Personnel	FTE	Description	FY Budget
HPC Director	10%	Salaried position	\$0
Program Manager	25%	Salaried position	\$0
Project Coordinator	76%	Salaried position	\$24,046
Site Assistant	52%	23 hrs/wk x 35 wks/yr + 20hrs of training + 2hrs/GGC class x 6 classes x 2 cohorts at \$12.50/hr	\$10,415
Tutorial Assistant	50%	20 hrs/wk x 35 wks + 20hrs of training + 2hrs/GGC class x 6 classes x 2 cohorts at \$11.50/hr	\$8,418
Subtotal			\$42,879
Fringe		Employee Benefit rate of 19%	\$8,147
<b>Total Personnel Costs</b>			<b>\$51,026</b>
<b>Operating</b>			
Office Space Costs	2.22	Bldg Costs \$78/mo. X 2.15 FTE x 12 mos.; Utilities \$71/mo. X 1 FTE x 12 mos.; Insurance \$21/mo. X 2.15 FTE x 12 mos.; Telephone \$20/mo. 2.22 FTE x 12 mos.	
Office Supplies		\$75/month x 8 months	\$600
Cell phone		\$34/month x 8 months x 1 staff	\$272
Copier		\$25/month x 12 months	\$300
Mileage		21 miles/day x 5 days/week x 25 weeks x \$0.56/mile	\$1,470
Education Materials		\$155/month x 12 months	\$1,851
Incentives - Daily Snack		\$350/month x 8 months	\$2,800
Field trips		\$350/month x 12 months	\$4,200
Van/Transportation Expenses		(Van Insurance \$176.73/mo. X 12 mos.; Maintenance \$150/mo. X 4/year; Gas \$60/mo. X 12 mos.; Registration \$261/yr)	\$3,702
Parent Meeting Supplies		GGC curriculum workbooks (\$19/wkbk) and completer incentives (\$10/class x 5 classes) for 15 parents and meeting supplies and snack (\$50/class) for 2 cohorts.	\$2,570
Staff Development		Quarterly Staff training \$250/qtr x 4 qtrs; Reg for SDCOE tranings \$35/training x 2 staff x 3 training/yr.	\$1,210
<b>Total Operating Costs</b>			<b>\$18,975</b>
<b>Indirect Costs</b>		<b>Federal Rate: 19.3%</b>	
<b>TOTAL</b>			<b>\$70,000</b>

## CITY OF OCEANSIDE

**PROFESSIONAL SERVICES AGREEMENT****PROJECT: VISTA COMMUNITY CLINIC PROJECT REACH PROGRAM with SERVICES AT LIBBY LAKE COMMUNITY CENTER**

THIS AGREEMENT, dated August 1, 2014 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, a nonprofit community benefit organization, hereinafter designated as "CONSULTANT."

The purpose of this agreement is to describe the Vista Community Clinic (VCC) Project REACH program services that CONSULTANT will provide at the City of Oceanside's Libby Lake Community Center for the period from September 1, 2014 through August 30, 2015 and the associated Guiding Good Choices and Project Toward No Drug Abuse program services that CONSULTANT will provide during the period from September 1, 2014 through August 30, 2015.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The VCC Project REACH program scope of work is described as follows:
  - CONSULTANT will implement the VCC Project REACH program at the Libby Lake Community Center from September 1, 2014, through August 30, 2015, providing program services to 75 youth, ages 12 to 18.
  - CONSULTANT will implement the 5-session Guiding Good Choices program to 30 parents from the Mesa Margarita area as well as host 10 monthly parent meeting/workshops from September 1, 2014, through August 30, 2015.
  - CONSULTANT will implement the Project Toward No Drug Abuse program to 30 youth from the Mesa Margarita area from September 1, 2014, through August 30, 2015.
  - CONSULTANT will participate in monthly OCSP meeting and provide monthly update of completion of program goals and objectives from September 1, 2014, through August 30, 2015.
  - CONSULTANT shall complete a minimum of 4 Service Learning Projects with participation of 20 youth from the Mesa Margarita area from September 1, 2014, through August 30, 2015.
  - CONSULTANT will implement programs as more particularly described in the "Scope of Work", attached hereto and incorporated herein as Exhibit A.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT LIBBY LAKE COMMUNITY CENTER**

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 any of its employees, agents, or subcontractors under this Agreement. 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.

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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:

<b><u>Comprehensive General Liability Insurance</u></b> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

<b><u>Commercial General Liability Insurance</u></b> (bodily injury and property damage)	
General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<b><u>Automobile Liability Insurance</u></b>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT LIBBY LAKE COMMUNITY CENTER**

omissions of CONSULTANT under this Agreement.

- 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. 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-VII 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.
- 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,

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT LIBBY LAKE COMMUNITY CENTER**

such additional insurance as it deems necessary.

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 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 Eighty Thousand Dollars (\$80,000) as referenced in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Consultant shall provide an itemized invoice for payment by City on a **monthly basis**. All items on the invoice shall be for costs incurred under the project Scope of Work and identified in the Project Budget and accompanied with supportive documentation. CONSULTANT'S Chief Executive Officer shall sign the payment request form, or shall submit a letter to City designating another person authorized to sign the invoice.

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 Neighborhood Services Director no later than September 30, 2015.
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.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT LIBBY LAKE COMMUNITY CENTER**

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.

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.

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.

**VISTA COMMUNITY CLINIC PROJECT REACH  
AT LIBBY LAKE COMMUNITY CENTER**

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.

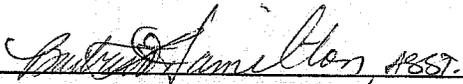
VISTA COMMUNITY CLINIC

CITY OF OCEANSIDE

By:   
\_\_\_\_\_  
Fernando Sañudo, Executive Director

By: \_\_\_\_\_  
Steve Jepsen, City Manager

95-2815615      073383754  
Employer ID Number    DUNS Number

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**SEE NOTARY  
ATTACHMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego }

On July 29, 2014 before me, Jennifer Lee Young, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Fernando Sanudo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Lee Young  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: City of Oceanside Professional Services Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_



VISTA  
COMMUNITY  
CLINIC

Touching Lives Across Our Region

**Mailing Address:**

1000 Yale Terrace  
Vista, CA 92084  
(760) 631-5000  
Fax (760) 414-3701  
www.vistacommunityclinic.org

**Clinic Locations:**

Vista Community Clinic  
1000 Yale Terrace  
Vista, CA 92084  
(760) 631-5000  
Fax (760) 414-3701

**Administration & Program Offices**

465 La Tortuga  
Vista, CA 92081  
(760) 631-5000  
Fax (760) 414-3701  
Human Resources  
Fax (760) 414-3702

**Vista Community Clinic**

134 Grapevine Road  
Vista, CA 92083  
(760) 631-5000  
Fax (760) 414-3754

**Vista Community Clinic**

818 Pier View Way  
Oceanside, CA 92054  
(760) 631-5000  
Fax (760) 414-3720

**Vista Community Clinic**

517 N. Home Street  
Oceanside, CA 92054  
(760) 631-5000  
Fax (760) 414-3752

**Vista Community Clinic**

4700 North River Road  
Oceanside, CA 92057  
(760) 631-5000  
Fax (760) 414-3731

**Board of Directors:**

*President*  
Raye E. Clandening

*Vice President*  
Carol Brooks

*Secretary*  
Vicki Monahan

*Treasurer*  
Luis Ibarra

Dionicia Drwiglaski  
Robert Gates  
Olivia Gonzales  
James Hagar  
Michael Hire  
Antonio Mora  
Monica Nava  
Angela Perez  
Anne Speraw  
Joe Troya  
Dolores Valdes  
Sonya Villegas

*Chief Executive Officer*  
Fernando Sanudo

**CORPORATE RESOLUTION OF  
Vista Community Clinic**

At a regularly scheduled meeting of the Board of Directors of Vista Community Clinic on January 31, 2013, at which a quorum was present and voting, the following resolution was approved.

**Resolved**, that effective January 1, 2013 Fernando Sañudo is the Chief Executive Officer of Vista Community Clinic and is authorized to execute documents on behalf of Vista Community Clinic:

Fernando Sanudo

Chief Executive Officer

Date: 1/31/2013

Raye Clandening  
Raye Clandening, President

**Mission Statement**

Vista Community Clinic is a private, nonprofit corporation which provides quality health care and health education to the community focusing on those facing economic, social or cultural barriers.

**VISTA COMMUNITY CLINIC PROJECT REACH SERVICES  
AT LIBBY LAKE COMMUNITY CENTER**

**ATTACHMENT A  
SCOPE OF WORK**

**A. VISTA COMMUNITY CLINIC RESPONSIBILITIES**

Vista Community Clinic (VCC) shall perform the following services for the City of Oceanside under this agreement for the contract period from September 1, 2014 through August 30, 2015.

1. VCC will implement Project REACH youth development program services at the City of Oceanside's Libby Lake Community Center for the period from September 1, 2014 through August 30, 2015, providing services to a minimum of 75 youth ages 12 to 18 annually. Youth participating in the program will demonstrate an increase in protective factors as indicated by pre and post testing and a reduction in contact with the juvenile justice system. Long term goals for participating youth is that they will consistently show an increase in protective factors, decreased truancy and/or drop out rates, improved academic achievement, lower levels of substance abuse, and reduced rates of criminal offending and violence.
2. VCC will provide the 5 session Guiding Good Choices (GGC) program to 30 parents from the Mesa Margarita area during the period from September 1, 2014 though August 30, 2015.
3. VCC staff will be trained in the Project Toward No Drug Abuse program and will provide that program to a minimum of 30 youth from the Mesa Margarita area during the period from September 1, 2014 through August 30, 2015.
4. VCC staff responsible for program management and reporting for Libby Lake Project REACH, will attend the monthly Oceanside Community Safety from September 1, 2014 through August 30, 2015.
5. VCC staff responsible for program management and reporting for Libby Lake Project REACH, will meet with the Neighborhood Services Department Management Analyst responsible for oversight of this PSA (herein after referred to as "Management Analyst") on a quarterly basis to review program progress.
6. VCC will submit written quarterly reports during the contract period to the Management Analyst, containing the information required to verify that the services described in this Scope of Work are being provided, and to evaluate program performance. These include, but are not limited to, description of program activities, number of unduplicated participants, pre and post testing results, academic achievement, truancy and drop out rates for participants, levels

**VISTA COMMUNITY CLINIC PROJECT REACH SERVICES  
AT LIBBY LAKE COMMUNITY CENTER**

of substance abuse, and rates of criminal offending or violence.

7. VCC will submit monthly invoices to the Management Analyst with supporting documentation for authorized project expenses shown in the attached budget. (Attachment B)
8. VCC will provide a safe and healthy environment during the implementation of all project activities, free of tobacco, alcohol, drugs, and violence.
9. VCC will maintain copies of program documentation and publicity and will provide these to the Management Analyst if requested.
10. A VCC staff member will attend the monthly OCSP Steering Committee meetings and provide a verbal report of progress on program goals, objectives and grant activities.

**B. CITY OF OCEANSIDE RESPONSIBILITIES**

1. CITY will provide funding of \$80,000 for program services described in this agreement. Funds will be paid in a timely manner in response to complete and accurate monthly invoices submitted by VCC.
2. CITY will assist VCC with community outreach to promote attendance in the programs described in this agreement.
3. CITY Management Analyst will meet with VCC staff on a quarterly basis to review program goals, objectives, and reporting requirements.

ATTACHMENT B  
PROGRAM BUDGET

REACH - Libby Lake

Proposed budget

Personnel	FTE	Description	FY Budget
HPC Director	10%	Salaried position	\$0
Program Manager	25%	Salaried position	\$0
Project Coordinator	83%	Salaried position	\$29,879
Site Assistant	52%	25 hrs/wk x 43 wks/yr + 20hrs of training + 2hrs/GGC class x 6 classes x 2 cohorts at \$11.73/hr	\$13,126
Tutorial Assistant	52%	25 hrs/wk x 43 wks + 20hrs of training + 2hrs/GGC class x 6 classes x 2 cohorts at \$11.33/hr	\$12,678
Subtotal			\$55,683
Fringe		Employee Benefit rate of 18%	\$10,023
<b>Total Personnel Costs</b>			<b>\$65,706</b>
<b>Operating</b>			
Program Site Building Costs		Rent \$462/mo. X 12 mos.; Security \$350/qtr x 4 qtrs/yr; Maintenance services & supplies \$150/mo. X 12 mos.	
Office Space Costs	2.22	Bldg Costs \$78/mo. X 2.15 FTE x 12 mos.; Utilities \$71/mo. X 1 FTE x 12 mos.; Insurance \$21/mo. X 2.15 FTE x 12 mos.; Telephone \$20/mo. 2.22 FTE x 12 mos.	
Office Supplies		\$75/month x 12 months	
Cell phone		\$58/month x 12 months x 1 staff	
Copier		\$25/month x 12 months	
Mileage		21 miles/day x 5 days/week x 43 weeks x \$0.57/mile	\$2,574
Education Materials		\$125/month x 10 months	\$1,250
Incentives - Daily Snack		\$300/month x 12 months	\$3,600
Field trips		\$350/month x 12 months	\$4,200
Van/Transportation Expenses		(Van Insurance \$184/mo. X 12 mos.; Maintenance \$150/mo. X 12 mos.; Gas \$125/mo. X 12 mos.; Registration \$350/yr)	
Parent Meeting Supplies		GGC curriculum workbooks (\$19/wkwbk) and completer incentives (\$10/class x 5 classes) for 15 parents and meeting supplies and snack (\$50/class) for 2 cohorts.	\$2,670
Staff Development		Quarterly Staff training \$250/qtr x 4 qtrs; Reg for SDCOE tranings \$35/training x 2 staff x 3 training/yr.	
<b>Total Operating Costs</b>			<b>\$14,294</b>
<b>Indirect Costs</b>		<b>Federal Rate: 19.3%</b>	
<b>TOTAL</b>			<b>\$80,000</b>