

**CITY OF CHULA VISTA  
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT  
WITH CLEAN THE WORLD FOUNDATION, INC.  
TO PROVIDE MOBILE SHOWER SERVICES THROUGH THE FRESH START WASH &  
WELLNESS PROGRAM**

This Agreement is entered into effective as of June 8, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **CLEAN THE WORLD FOUNDATION, INC.**, [A Florida Non-Profit Corporation] (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, the City of Chula Vista has seen an increase in the number of homeless families and individuals due to the COVID-19 pandemic and desires to provide additional hygiene related services to the community; and

WHEREAS, the City intends to use Emergency Solutions Grant CARE (“ESG-CV”) funding in order to provide such services through the Contractors’ Fresh Start WASH & Wellness Program; and

WHEREAS, in order to procure these services Contractor was chosen based on Contractor’s unique qualifications, including full inclusive services related to the mobile shower unit and wrap around services; on this basis, Contractor was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section 2.56.070.B.4. for contracts approved by City Council; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

## 4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.]

## 5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind



Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**(End of page. Next page is signature page.)**

**SIGNATURE PAGE**  
**CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

**CLEAN THE WORLD FOUNDATION, INC.**

**CITY OF CHULA VISTA**

BY: \_\_\_\_\_  
SHAWN SEIPLER  
BOARD CHAIR FOR CLEAN THE WORLD  
FOUNDATION, INC. |

BY: \_\_\_\_\_  
MARIA V. KACHADOORIAN  
CITY MANAGER |

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Glen R. Googins  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:

Angelica Davis, Senior Management Analyst  
276 Fourth Avenue, Chula Vista, CA 91910  
(619) 691-5036  
adavis@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

CLEAN THE WORLD FOUNDATION, INC.  
2544 E Landstreet Rd, Suite 600, Orlando, FL 32824  
(407) 574-8353  
sbeauchamp@cleantheworld.org

For Legal Notice Copy to:

Ken Parker  
2544 E. Landstreet, Suite 600, Orlando FL 32824  
(407) 574-8353  
kparker@cleantheworld.org

**2. Required Services**

A. General Description:

Clean the World Foundation, Inc. shall provide services through their Fresh WASH & Wellness Program to homeless individuals two (2) days per week for up to six (6) hours each day.

B. Detailed Description:

The Contractor shall provide mobile hygiene services to the City of Chula Vista's homelessness population at the location identified by City of Chula Vista. This may include, but is not limited to:

1. Acquire a vehicle (F-250 truck or similar model) and up to a 20-foot trailer (tongue to tail) for the exclusive purpose of the Fresh Start Mobile Shower Unit in the City of Chula Vista. The F-250 Truck (or similar/grater capacity) shall be within five (5) years old and in good working order and meet the specifications recommended by the component part manufacturer of the custom built FSWW Mobile Shower Unit. The FSWW Mobile Shower unit will consist of a minimum of two-bathroom suites, with one bathroom being ADA Compliant, with the minimum capacity of providing twenty (24) showers per day. In order to maintain the vehicle and support the transportation function of the program, the Contractor shall:

- i. Provide the City with the Vehicle Identification Number (VIN), license plate number, make and model at the point that these become available to the Contractor.
- ii. Be listed as the legal and registered owner of the vehicle and FSWW Mobile Shower Unit and maintain the original vehicle title. Contractor shall maintain ownership and title of the vehicle and FSWW Mobile Shower Unit during the term of this Agreement, including all extensions, and after completion of this Agreement
- iii. Maintain insurance coverage on the vehicle and drivers that will indemnify the City from any and all claims arising from the operation and/or use of the vehicle. The Contractor's insurance shall also provide for the replacement or repair of the vehicle in the event that the vehicle is rendered inoperable or stolen during the course of possession by the Contractor.
- iv. Ensure that the vehicle and FSWW Mobile Shower Unit is regularly maintained in a manner consistent with the manufacturer's recommendations and that complete maintenance records are kept. All vehicle operation costs, including but not limited to fuel, maintenance and repair, are the responsibility of the Contractor. Vehicle maintenance records and City access to the vehicle for inspection shall be provided within three business days following notification of the City.
- v. Ensure that the vehicle is operated by individuals who are trained in its operation, have a valid and current California State Driver's License with appropriate endorsements for its use and that the vehicle is operated in a safe manner at all times in compliance with the laws of the State of California.
- vi. Ensure the security of the vehicle at all times, even when not in use or in the possession of a Contractor employee.
- vii. Be responsible for any fines resulting from violations of state or local laws pertaining to the operation of the vehicle.
- viii. Comply with all federal requirements and guidelines regarding purchasing of the vehicle and asset management including:
  - a. 49 CFS 661 Buy America Requirements;
  - b. 2 CFR 200.313, Equipment; and
  - c. 2 CFR 200.439, Equipment and Other Capital Expenditures

2. Provide a Fresh Start Mobile Shower Unit within 120 days of Contract execution and payment, pursuant to Section 4A, to deploy to specific identified locations. Locations will include but are not limited to encampments, parks, and drop-in centers and will be determined by The City of Chula Vista. The Unit will:

- i. Provide shower services up to 6-hours per day (two business days per week) from (at minimum) a two stall FSWW Mobile Shower Unit. (The minimum two stall unit provides up to 24 showers per 6 hour day) Each shower suite shall be independently plumbed and the entire Fresh Start Mobile Shower Unit shall have a fresh, grey and black water storage tanks to accommodate a day's worth of use. Tanks must be dumped every evening and will be completed by the contractor.
- ii. Have an onboard generator to meet all electrical needs, including a tankless water heater and air conditioning units.
- iii. Will be stocked with all needed hygiene supplies including, shampoo, soap, etc.
- iv. The Fresh Start Mobile Shower Unit must be able to travel to any location THE CITY identifies. The City will give the Contractor 10 business days' notice of the location date and time.

3. The Fresh Start Mobile Shower Unit must be self-sufficient including its own power and water source. Identified locations may not have direct utility hook-ups.
4. Contractor will establish a relationship with repair professionals to assure the Contractor can maintain the Fresh Start Mobile Shower Unit at a reasonable cost and with the fastest possible turnaround time should any problems arise. Notification will be provided to THE CITY point of contact within one business day of breakdown if the Fresh Start Mobile Shower Unit needs repair and/or is unable to provide services.
5. Source, collect, and distribute up to twenty-five (25) hygiene kits per operational day to the residents utilizing the Fresh Start Mobile Shower Unit. Hygiene kits may include, but are not limited to: shampoo, soap, dental hygiene supplies, etc.
6. Supply and distribute sanitation supplies, including garbage bags and receptacles. Some garbage and recycle collection and disposal will be needed.
7. Provide 1 full-time staff person to operate and facilitate the Fresh Start Mobile Shower Unit and described services. The full-time staff will manage and implement all programming associated with the Fresh Start Mobile Shower Unit. These elements include, but are not limited to:
  - i. Recruiting the volunteer task force assigned specifically to assisting staff on days of service;
  - ii. Driving the Fresh Start Mobile Shower Unit to and from host organizations;
  - iii. Instructing students during education programming;
  - iv. Cleaning the stalls in the Fresh Start Mobile Shower Unit and inventory management;
  - v. Registering Fresh Start Mobile Shower Unit users;
  - vi. Upkeep/maintenance of the vehicle and Fresh Start Mobile Shower Unit;
  - vii. Initiating and stewarding community partner relationships;
  - viii. Creating the Fresh Start Mobile Shower Unit operating schedule; and
  - ix. Supplying and inventorying the hygiene pantry.
8. Provide connection and links to needed services, including case management, healthcare, behavioral health and housing supports. Once staff have been hired locally, the City will provide introductions to pertinent service providers and regional homeless coalitions.
9. Facilitate all on-site programming, including interaction with the public and homeless populations.
10. Document Fresh Start Mobile Shower Unit activities, including daily transportation logs and comprehensive client records in the HMIS system.
11. Ensure the Fresh Start Mobile Shower Unit and all services described follow all local, state and federal health and hygiene safety standards and COVID-19 protocols. This includes researching and developing a standard employment policy, safety policies, and COVID-19 policies to meet all California state and local ordinances and rules.
12. Ensure the program is following and coordinating with all local jurisdictions permitting, if needed.
13. Conduct daily input of data into the Homeless Management Information System (HMIS). The requirements include, but are not limited to demographic data, enrollment in the Fresh Start Wash and Wellness Program, and any other required data elements necessary, as dictated by the Metro Denver Homeless Initiative (MDHI)- who owns and operates the local HMIS system.
14. Access / Participant Rights and Responsibilities: The Contractor shall comply with the following:
  1. The Americans with Disabilities Act (ADA), including access to assistive animals; and

2. Accessible to transgender participants in their self-defined gender.

15. Fair and Just Practices. Agency policies, practices, attitudes, services, and systems shall promote fairness and opportunity for all people, particularly marginalized communities, including people of color, low-income communities, people with limited English proficiency, immigrants and refugees, individuals with disabilities and Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) individuals. This includes programs that engage all communities in a manner that fosters trust among people and supports efforts to develop solutions on individual, organizational and community levels.

16. Environment and Physical Facility. The Contractor shall ensure the following standards are met.

- a. A cleaning and maintenance schedule must be in place that includes sanitizing restrooms on a regular basis.
- b. A policy for handling sharps (injection equipment, hypodermic needle, and other instruments used to pierce the skin) must be in place and as appropriate. The Contractor shall provide sharps containers in the environment and ensure appropriate disposal.
- c. Contractor is responsible for knowing, and shall follow, the current recommendations issued by the City regarding minimizing the spread of COVID-19.

17. Health and Safety. The Contractor shall ensure the following health and safety standards are met.

- a. The Contractor shall inform staff and volunteers prior to hire or service of other health risks they may encounter in working at the program, such as TB or other communicable diseases. The program should have a practice of encouraging staff and volunteers to update their immunizations per the Centers for Disease Control's recommendations for adult immunizations. In addition, staff and volunteers should have TB tests based on results of agency self-assessments outline in the Tuberculosis Prevention and Control Guidelines for Homeless Service Agencies in the City of Chula Vista
- b. The Contractor shall have a complete and accessible First Aid Kit that is stocked with sufficient supplies.
- c. The Contractor is strongly encouraged to have at least one person certified in First Aid and CPR on duty at all times.
- d. The Contractor shall have a process for internal reporting and reviewing of health and safety incidents.
- e. The Contractor shall have a phone available during hours of operation to report emergencies.
- f. The Contractor shall handle and store hazardous materials, including cleaning supplies and hypodermic needles, appropriately.
- g. The Contractor shall act as State of California mandated reporter.
- h. Educational training for all staff and volunteers must be provided as often as necessary, (at least annually) to reinforce safe work practices, and evidence-based practices for working with the designated population.
- i. The Contractor shall have a security plan to deter theft and harm to clients and staff. |

18. Continuation Plan. Contractor agrees to the following:

- A. Time is of the essence in the performance of this Agreement, as a result Contractor shall ensure that the above services, including fully operation shower stalls, are met in a timely manner.

B. Contractor shall maintain the ability to provide a minimum of 24 showers per day at all times.

C. Within thirty (30) days of execution of this Agreement Contractor shall provide to City a plan ("Continuation Plan") acceptable to City on how Contractor will provide a minimum of 20-24 showers per day should the capacity of available number of showers fall below 40 showers during any (5) five day work week ("40 Shower Minimum"). The Continuation Plan shall, at a minimum, identify replacement or alternative shower stalls available for immediate use, the expected duration of replacement or alternative shower stall use, the provider of such stalls, the cost, agreements in place to immediately effectuate the replacement or alternative shower stalls. Contractor shall bear the full costs of providing the replacement or alternative shower stalls required pursuant to this Paragraph. Contractor upon discovery (in which case Contractor shall immediately notify City) or by written notice from the City that the aforementioned number of showers are not fully operational during the aforementioned five (5) day work week Contractor shall immediately execute the Continuation Plan. The Continuation Plan is intended to be used as a temporary solution until Contractor resumes delivering services as set forth in this Agreement and that showers services are otherwise to be provided as set forth in this Agreement. If the City, in its sole discretion, does not find Contractor's performance under the Continuation Plan acceptable, the City may, upon notice to contractor and a three (3) day opportunity for Contractor to cure deficiencies identified by the City, pursue its own replacement or shower stalls and Contractor shall be responsible for all costs incurred by the City to do so.

D. This Paragraph does not otherwise relieve Contractor of its requirement to provide fully operational shower stall and services as set forth in in the Agreement. This Paragraph is cumulative and in addition to any other remedies the City may have in law or equity. The City and Contractor agree that determining the damages as a result of failing to provide a capacity for 40 showers per work week triggering this Paragraph is difficult or impossible to determine and as a result, the Parties agree that the City may require that Contractor pay \$ 100 per day Contractor falls below the 40 Shower Minimum as liquidated damages. The City shall provide five (5) business days-notice of its demand for liquidated damages set forth in herein.

E. Contractor's failure to meet timely meet the 40 Shower Minimum as set forth above and which triggers a demand for liquidated damages, may be excused due to the following events ("Uncontrollable Circumstances") if they are unforeseen, unavoidable, and beyond Contractor's control, including but not limited to the following: acts of god, natural or nuclear catastrophes, acts of war, terrorism, orders by civil authorities, civil or military disturbances, loss of utilities, excessive rain, flooding, excessive wind, fire, or unavailability of materials due to verified supply chain disruptions (and for which there are no alternative materials available); Contractor shall use diligent and reasonable efforts to resume performance as soon as possible under the circumstances and shall coordinate with City to resume said services.

Uncontrollable Circumstances do not include the following: (1) a market or business downturn, increased costs, recession or other change in the business cycle; (2) work strikes or stoppages; (3) failure of a subcontractor to perform, or (4) events that were caused by Contractor's errors, negligence, lack of diligence, omissions, or willful conduct, or misconduct. If Contractor seeks excuse from performance for the period of due to an Uncontrollable Circumstance, Contractor shall provide written notice of such to the City within two (2) days of the commencement of such Uncontrollable Circumstance.



**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin June 8, 2022 and end on May 31, 2023 for completion of all Required Services. Payment pursuant to Section 4A is a condition precedent to the commencement of the Scope of Work.

**4. Compensation:**

**A. Form of Compensation**

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, City shall pay a single fixed fee of \$313,000.00, upon execution of this agreement.

**B. Reimbursement of Costs**

Invoiced or agreed-upon amounts as follows:

Three Hundred and Thirteen Thousand Dollars (\$313,000.00) ("TOTAL FEE"). (Includes the Initial Program Start Up Costs of \$165,000 plus the annual Program Operating Costs of \$148,000). This TOTAL FEE shall include all services rendered by the Contractor under this Agreement including all travel, living and overhead expenses incurred in connection with performing the services herein except for special services authorized in writing by the CITY. The TOTAL FEE stipulated shall be considered a "Not to Exceed" cost to the CITY.

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through May 31, 2023 shall not exceed \$313,000.00.

**5. Special Provisions:**

Permitted Sub-Contractor/Service Providers: Clean the World Global LLC as an independent contractor providing the following (without limitation to other services and goods): supplies, equipment, managed services, labor, logistics, equipment maintenance and repairs, and insurance coverage.

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for up to two additional terms, defined as a one-year increment or until June 30, 2025. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to by the greater of 5%; or a percentage based on the comparison of an applicable Produce Price Index benchmarked at June 1, 2022 and June 1, 2023, pursuant to the agreement of the City and Contractor for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: [NONE]

**EXHIBIT C**

**CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>1</sup> and the Chula Vista Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**<sup>4</sup> from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**

(Category descriptions available at [www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> ( <i>select one or more of the categories under which the Contractor shall file</i> ): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> <b>C. Excluded from Disclosure</b>

**1. Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2. Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

**Completed by:** Stacey Kurz

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).