



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Luz “Nina” Buelna, Public Works Director

**PREPARED BY:** George Thomson, Parks and Open Space Manager

**SUBJECT:** Jonny D. Wallis Neighborhood Park Splash Pad Operations Update and Amendment to Agreement for Janitorial Services

**RECOMMENDATION:**

- A. Receive a presentation on the proposed splash pad operations, schedule, and estimated costs; and
- B. Authorize the City Manager to execute Amendment No. 2 to General Services Agreement No. 2022-112 with Rich and Famous, Inc. DBA Big Green Cleaning Company, for Janitorial Services for Parks and Open Space, increasing the agreement amount by \$45,000 for a total not-to-exceed amount of \$1,466,213.33 and a termination date of June 30, 2027.

**BACKGROUND:**

On December 16, 2025, City Council accepted the Project Notice of Completion for the Jonny D. Wallis Neighborhood Park Splash Pad and Park Improvements Project (CIP No. 9111). The splash pad includes two activator pedestals that initiate water flow during operating hours, supplying 34 spray jets with varying patterns and spray heights to support a range of user experiences. A cushioned, slip-resistant surface provides a safe and comfortable place to play, while dual drainage systems support efficient water flow and reliable operation.

In anticipation of opening the splash pad to the community this spring, the Public Works Department has initiated a comprehensive set of preparations to ensure safe, efficient operations. These efforts include the recruitment and training of internal staff, onboarding of specialized contractors, and procurement and installation of necessary equipment and supplies to ensure the facility is fully operational. Staff training is focused on operational procedures, routine maintenance protocols, water quality monitoring, and emergency response practices to ensure a safe environment for all users. Concurrently, the Department is coordinating with contractors to finalize system inspections, equipment testing, and any remaining construction or compliance-related tasks required prior to opening.

## **DISCUSSION:**

### *Splash Pad Overview*

The splash pad is the City's first aquatic facility. The splash pad features a variety of ground-level jets that spray water in different patterns and heights. The water jets are activated by two push-button pedestals located at both ends of the splash pad. When activated, the water jets run for a short period before automatically shutting off and needing to be reactivated by the push-button. The water drains to a 4,000-gallon underground tank, is pumped through a series of filters, disinfected and sanitized, then recirculated to the splash pad. The chemical and mechanical equipment is located in an adjacent pump house.

### *Proposed Operating Hours and Season*

A community ribbon-cutting ceremony and opening celebration is scheduled for Thursday, May 21, at 3:00 PM to mark the start of the splash pad season. Following the event, the splash pad is proposed to operate six days per week through Labor Day (September 7, 2026). Typical season operations are planned for Memorial Day through Labor Day.

Proposed daily (except Wednesday) hours of operation are 10:00 AM to 6:00 PM, providing consistent access for families and residents throughout the summer months. The facility will be closed every Wednesday to allow for routine weekly maintenance and cleaning.

### *Maintenance*

The splash pad is a water feature that requires daily inspection, cleaning, and water quality monitoring to meet county and state health standards and to remain open for public use. While Public Works staff will perform routine maintenance and checks each day, the facility will not have a full-time on-site operator.

Maintaining proper water quality is a key priority. Water is tested daily to ensure disinfectants and pH levels meet Santa Barbara County Environmental Health and Safety requirements. In addition to chlorine treatment, the system uses ultraviolet (UV) light to help eliminate harmful microorganisms, and specialized filters to remove debris. These systems require regular service to function properly.

In the event of contamination (such as feces, blood, or vomit), the splash pad must be temporarily closed to allow for thorough cleaning and disinfection in accordance with health guidelines. Closure notices and contact information will be posted on-site so the public can report issues and stay informed.

The Public Works Department increased staffing and training in anticipation of operating the splash pad with the addition of two Lead Maintenance Worker positions. The Parks

and Open Space Manager and Public Works Supervisor are both certified Aquatic Facility Operators (AFO) and are currently overseeing splash pad operations and contractor management.

Some maintenance activities—such as replacing submerged filters in the surge tank—require specially trained contractors due to confined space safety regulations. These services are essential to keeping the facility operational. A team of private contractors is needed to provide specialized maintenance services for the splash pad. The following is a description of the private contractors hired to support the operations of the splash pad.

*Rich and Famous, Inc. DBA Big Green Cleaning Company*

Public Works selected Rich and Famous, Inc. DBA Big Green Cleaning Company to provide janitorial services throughout the City parks system following a competitive request for qualifications process in 2022. An agreement with Big Green was approved by Council on November 1, 2022 (Agreement No. 2022-122). This agreement has been amended to provide additional compensation for continued services (Amendment No. 1). Amendment No. 2 (Attachment No. 1) to this agreement will increase the not-to-exceed amount of the professional services agreement by \$45,000, for a new total not-to-exceed amount of \$1,466,213.33 for daily splash pad floor cleaning services and on-call janitorial services to respond to contamination events.

*El Encanto Pool Service, Inc.*

Staff released a Request for Proposals (RFP) on PlanetBids in July 2023 to identify potential maintenance contractors. The City did not receive any responses to the RFP. In December 2023, the City released a second RFP, and pool maintenance companies and pool chemical supply houses within a 50-mile radius were contacted and informed about the RFP. City staff directly contacted ten pool maintenance companies and three pool chemical supply companies. A total of twenty-six (26) follow-up calls were made to the ten (10) pool companies to ensure contractors were reviewing the RFP and that any questions could be answered in advance of the submittal deadline. The deadline was also extended as several contractors indicated they needed more time to prepare a proposal. Ultimately, the RFP only received two responses and neither response resulted in a final agreement. Public Works continued to reach out to local pool contractors and ultimately negotiated and selected El Encanto Pool Service, Inc. to support with splash pad water quality and equipment maintenance. An agreement with El Encanto Pool Service, Inc. was approved by City Manager on April 1, 2026 (Agreement No. 2026-017) in the amount of \$45,000.

*County Sanitation Company*

Public Works selected County Sanitation Company through an informal bid process to provide a trained confined-space entry team to change the filters in the surge tank on an as-needed basis, per manufacturer recommendations. Because this is the first season of operations and the frequency of filter cleaning will depend on actual system usage, staff recommended a \$45,000 agreement. This amount balances cost control with the

anticipated level of service and provides flexibility to address season-dependent needs while remaining within the current fiscal-year budget. An agreement with County Sanitation Company was approved by the City Manager on April 24, 2026 (Agreement No. 2026-22) in the amount of \$45,000.

**FISCAL IMPACTS:**

First-year operations and maintenance of the splash pad are estimated to cost more than in subsequent years. Through increased reliance on City Lead Maintenance Workers to perform water quality and facility cleaning, as well as lower startup costs, second-year operations are expected to decrease. There are sufficient appropriated funds in the current fiscal year (FY) Parks and Open Space Division budget to operate the splash pad through June 30, 2026, and additional operational funding is proposed in the next fiscal year budget to cover operations during FY 2026-27. An overview of estimated splash pad operations and maintenance costs for the full first season is provided below for the proposed operational time period of Memorial Day to Labor Day 2026. All costs are estimated based on manufacturer recommendations and standard operating procedures.

Table 1- Estimated Splash Pad Operational Costs

<b>Cost Component</b>	<b>Estimated Seasonal Cost (2026)</b>
Janitorial Services (Contractor)	\$ 45,000
Maintenance & Repair (Contractor)	\$ 45,000
Confined Space Filter Replacement (Contractor)	\$ 20,000 to \$ 60,000 <sup>1</sup>
Replacement Parts/Chemicals	\$ 17,000
Utilities/Wireless Network	\$ 11,000
Estimated Staff Time	\$ 57,000
<b>TOTAL</b>	<b>\$195,000 to \$235,000<sup>1</sup></b>

<sup>1</sup> Range is based on facility usage estimates and may vary; reflects direct costs only

**ALTERNATIVES:**

City Council could choose not to amend the service contract with Rich and Famous, Inc. DBA Big Green Cleaning Company, needed to facilitate cleaning the splash pad this summer, but the facility would not be open to the public on the proposed schedule presented in this report.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Amendment No. 2 to General Services Agreement No. 2022-112 with Rich and Famous, Inc. DBA Big Green Cleaning Company
2. General Services Agreement No. 2022-112 with Rich and Famous, Inc. DBA Big Green Cleaning Company, and Amendment 1
3. Splash Pad Operations Jonny D. Wallis Neighborhood Park - Presentation

## **ATTACHMENT 1**

Amendment to General Services Agreement No. 2022-112.2 with Rich and Famous,  
Inc. DBA Big Green Cleaning Company

**AMENDMENT NO. 2  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH AND FAMOUS, INC. DBA BIG GREEN  
CLEANING COMPANY**

This **Amendment No. 2** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **Rich and Famous, Inc. DBA Big Green Cleaning Company** (“Service Provider”) dated November 1, 2022 (“Agreement,” Agreement No. 2022-112) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SECTION A. RECITALS**

1. This Agreement is for janitorial services at city-owned parks and other properties; and
2. This Agreement has been amended to provide for additional compensation in the amount of \$568,485.33 for continued tasks (Amendment No. 1); and
3. The Agreement currently provides for the total compensation amount not to exceed \$1,421,213.33; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$45,000 for additional tasks; and
5. The Agreement currently provides in Exhibit A-1 entitled “Scope of Work” the complete and particular description of services; and
6. The parties desire to amend Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit “A-2”; and
7. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the hourly rates; and
8. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as “Exhibit B-1”; and
9. The City Council approved this Amendment No. 2, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## SECTION B. AMENDED TERMS

Now therefore City and Service Provider agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$45,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$1,466,213.33, and **SHALL NOT EXCEED** the sum of \$1,466,213.33 (herein "not-to-exceed amount") and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B-1,"** attached and incorporated herein.

2. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit B "Schedule of Fees"** with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**SERVICE PROVIDER**

\_\_\_\_\_  
Robert Nisbet, City Manager

DocuSigned by:  
*Allen Williams, President*  
D9F12823FF33499...  
\_\_\_\_\_  
Alan Williams, President of Big Green Cleaning Company

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

DocuSigned by:  
*Joyce Williams*  
E430B8E6F2A2446...  
\_\_\_\_\_  
Joyce Williams, Secretary of Big Green Cleaning Company

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
*Scott Shapses*  
4210AF313C014E2...  
\_\_\_\_\_  
Scott Shapses, Deputy City Attorney

## **EXHIBIT A-2 SCOPE OF WORK**

Service Provider shall provide all labor, materials, tools, equipment, disposal fees, and transportation and any other items and services necessary to perform the janitorial services as described in the specifications herein.

### **1. FACILITY ACCESS AND SECURITY**

Service Provider shall be provided with a set of keys, which the Service Provider shall sign for denoting the number and type of key provided. Service Provider is responsible for the keys and agrees not to duplicate them. If additional keys are needed Service Provider shall make a request to the City. Under no circumstances shall Service Provider employees admit anyone to areas controlled by a key in their possession. Service Provider further agrees that the facilities, other than restrooms, shall never be left unattended unless fully locked. Service Provider agrees that failure to fully secure the facilities can result in liquidated damages. The City agrees to notify Service Provider in writing when the key for one of the facilities covered by this Agreement has been changed. Upon termination of this Agreement, Service Provider shall return all keys provided by City.

### **2. SUPPLIES AND EQUIPMENT**

Service Provider agrees to provide and be responsible for the maintenance of their own equipment, materials, and tools of the trade for cleaning, as required to satisfactorily perform the Scope of Services under this Agreement. Service Provider further agrees that all employees shall be in uniforms that clearly identify them as employees of the Service Provider and shall carry appropriate identification when on duty. All paper products provided by the Service Provider shall meet the City requirements of being at least 30%, by fiber weight, postconsumer recycled content. The Service Provider shall document all products purchased within 30 days of purchasing by certifying in writing, on invoices, or receipts that the products are up to standard (Goleta, California Municipal Code 8.10.900 Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

[https://library.qcode.us/lib/goleta\\_ca/pub/municipal\\_code/item/title\\_8-chapter\\_8\\_10-article\\_v-8\\_10\\_900](https://library.qcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10-article_v-8_10_900) ).

The Service Provider shall provide all the supplies and equipment required for cleaning including, but not limited to:

- Plastic trash bags
- Brooms
- Mops
- Towels
- Cleaning brushes
- Cleaning and disinfecting solutions
- Floor cleaners, sealers, and finishers
- Graffiti removal products and tools
- Paper towels
- Toilet tissue
- Liquid soap
- Liquid sanitizers
- Air fresheners
- Plastic liners for trash cans and receptacles
- Dog sanitary bags, biodegradable

- Feminine sanitary supplies
- Personal Protective Equipment
- Sharps containers
- Shovels, rakes, and scoops
- Carts and dollies

Service Provider shall report any broken, malfunctioning, or vandalized equipment or fixtures (including but not limited to heating/air conditioning units, plumbing, and electrical), and shall report any graffiti on City property, to the City's Public Works Department immediately by telephone at (805) 968-6843. In the event a City staff person is not available to receive the call, Service Provider shall leave a voice mail message.

### **3. SERVICE DUTIES AND CHECKLISTS**

See the "Service Frequency" table below for days, times, and locations of services.

#### Park Restroom Services

Parks restrooms shall be opened, cleaned, and sanitized thoroughly every day, including holidays. Any equipment that has been vandalized or needs repair or any graffiti observed, shall be immediately reported to the City Representative. All restroom facilities shall be cleaned, and in operation by 8:00 a.m. every day. Service Provider shall open restrooms as early as 7:00 a.m. if requested by City. Upon opening, restroom doors shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately.

Park Restroom Services duties shall include:

- a. Sweep restroom and remove litter from the interior and exterior of building walkways. Do not sweep into landscaped areas.
- b. Empty trash cans and receptacles inside or outside adjacent to the restroom and replace liner(s).
- c. Sweep and mop floors with cleaner/disinfectant. Dry the floor with a dry mop before opening to the public.
- d. Sanitize restrooms doorknobs and light switches.
- e. Clean walls and ceiling with cleaner/disinfectant, including tile and grout.
- f. Remove any offensive odors.
- g. Remove spitballs, cobwebs, and other foreign materials and debris from doors, walls, ceilings, partitions, vents, etc.
- h. Thoroughly clean, sanitize and polish all urinals, toilets and sinks. Removing gum, cigarette butts, landscape debris, litter, etc.
- i. Thoroughly clean all bathroom partitions. Service Provider shall ensure attention to detail on partitions/walls adjacent to urinals, toilets, sinks and hand dryers.
- j. Wipe down, sanitize and polish all fixtures, hand dryers, baby changing stations, etc.
- k. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- l. Restock all liquid and paper products.
- m. Test the functionality of all installed fixtures and report any items that require repair or replacement.
- n. Report any graffiti to the City Representative and the Service Provider shall notify the City Representative within one (1) hour of determination, but no earlier than 8:00 a.m. All graffiti shall be documented and photographed before removing. All documentation and photos shall be sent to the City the same day. The Service Provider shall remove all graffiti with graffiti removal products. If the graffiti cannot be fully removed, report to the City for next steps.
- o. Any acts of vandalism or theft shall be immediately reported to the City Representative.
- p. Service Provider shall lock restroom during periods of inclement (rain) weather, as directed by

City of Goleta

Amendment No. 2 to Agreement No. 2022-112

Page 5 of 12

the City Representative. Service Provider shall open restrooms as weather conditions allow, per the direction of the City Representative.

- q. Service Provider shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by City.
- r. Service Provider shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the City Representative immediately upon discovery.
- s. When restroom fixtures (i.e., toilets, sinks, urinals, etc.) are determined to be inoperable, Service Provider shall cover said fixture with a black plastic trash can liner, tape close the edges, and immediately notify the City Representative.
- t. During inclement weather and upon the direction of the City Representative, Service Provider may be instructed to keep restrooms locked.
- u. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.
- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash, recycling, and debris. Replace emptied trash and recycling can liners.
- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- g. Clear all the coal boxes. \*Limited-service frequency
- h. At Johnny D. Wallis Park, additional services to the Splash Pad are required. Splash Pad Maintenance requires daily clearing of debris, dirt, dust and leaf litter using a blower and rinsing with water. Weekly use of recommended cleaners (see below) is required to remove grease, stains, and mineral build-up.
  - To minimize scrubbing, apply cleaning solvents with a spray foamer and then allow to sit for a minimum of 5 min. before the scrubbing is performed.
  - Scrub with an orbital floor scrubber or an auto-scrubber using polyethylene medium-softness bristles or turf pads. If using an autoscrubber, take first pass with the vacuum turned off to apply solvents.
  - Full-remove cleaning solvents after use either through vacuum recovery, squeegee or rinsing. Rinse and recovery is complete when no foam appears on the tiles when water is sprayed on the floor. Repeat rinse until no foam appears.
  - **Do not use** mops, metal bristled, stiff brushes or power washers. **Do not scrub a dry floor.**
  - and peroxide should be used once a week. Mineral deposit cleaner will be reserved for spot cleaning only.
  - **Do not flood joints between the tiles** with the solvents. If the solvents do soak into the joints, clean the area with a degreaser cleaner and use vacuum recovery.
  - **Do not use solvents that dissolve the adhesives** (ex. trichloroethylene, muriatic acid, mineral spirits, acetone or gasoline).

- Three different cleaners will be used: Sodium-based degreaser, peroxide-based cleaner, and a mineral deposit remover.
  - The sodium-based degreaser should remove oils, grease and other acidic soils (non-phosphate; pH 12.5-13.5; surfactant <5%). *Diluted ratio range: from 1:40 (3oz/gal-125ml/5L) for a normal clean to 1:20(6oz/gal-250ml/5L) for an aggressive clean.*
  - The peroxide cleaner should be a multi-purpose cleaner that removes grime, and organic/alkaline matter (pH 3.5-4.6). *Diluted ratio range: from 1:43 (3oz/gal -116ml/5L) for a normal clean to 1:26 (5 oz/gal – 192ml/5L) for an aggressive clean.*
  - The mineral deposit cleaner should remove calcium, lime, magnesium, aluminum oxide and rust stains. (phosphoric acid 30-40%). *Diluted ratio range: 1:30 (4oz/gal-165ml/5L) normal clean to 1:5 (26oz/gal-1000ml/5L) for more aggressive clean.*
- i. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Non-Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.
- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash can liners and party debris. Replace emptied trash can liners.
- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains and sinks. Report any clogs or irregularities to the City the same day.
- g. Clear all coal boxes. \*Limited-service frequency
- h. At Armitos Park, additional services to the Pizza Oven are required. Sweep out debris and coal from the oven.
- i. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Additional Services duties shall include:

- a. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
- b. Clean and sanitize playground equipment, leaving it dry.
- c. Clean, sanitize, and wipe down the outside of all trash cans. If trash can receptacles are dirty on the inside, fully clean and wipe them down. Remove any bad smells.
- d. Deep clean picnic tables and other park amenities, excluding restrooms.
- e. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors, and base coves. Wastewater to be recovered and disposed of per County Ordinance.
- f. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will

require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Dog Sanitary Bag Station services shall include:

- a. Inspection and refilling of all dog sanitary bag stations.
- b. The Service Provider shall report any changes, damages, or concerns with any stations to the City.
- c. Currently, the City uses approximately 300,000 biodegradable bags a year by the brand BioBag in the standard size. The Service Provider shall use this brand, or a City approved equal.

**4. . PARK FACILITY OPENING**

Service Provider shall unlock and open park restrooms daily, seven (7) days a week, including holidays, according to the scheduled times listed herein. Upon opening, facilities shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately. Service Provider shall immediately report any broken or vandalized equipment or graffiti to the City Representative.

**5. SPECIAL REQUEST CLEANING AND ON-CALL SERVICES**

In addition to the schedule tasks specified above, the City may request additional services to be completed on an hourly basis. Such requested services shall be negotiated on a case by case basis. Costs shall be at the hourly rates listed in the Schedule of Fees provided by the Service Provider when applicable, or as otherwise negotiated with the City Representative. The minimum hourly rates will be in accordance with the prevailing wages set in California. Such additional services may include:

- Additional Park Restroom Services, High Use Reservable Picnic Area Services, and High Use Non-Reservable Picnic Area Services
- Additional Janitorial Services as necessary to support special projects
- High priority incidents that require a one (1) hour clean up response time such as removing hypodermic needles, feces, blood, etc.
- Removal of illegally dumped furniture, electronics, and other items in parks, open spaces, and other public right of ways
- Removal of abandoned encampments
  - Encampment cleanups will be the standard hourly rate
  - Encampment cleanup waste will be weighed and sent to the City's representative for their records after every incident
  - Service Provider may charge the City a maximum 15% markup fee associated with the dump fee processing and submit the processing documents to the City

**6. PAYMENTS**

Invoices will be submitted via email to the City of Goleta's Finance Department at:

ap@cityofgoleta.org

Attn: Accounting Department

Service Provider shall copy gthomson@cityofgoleta.org in the invoice email.

Service Provider shall submit a standard amount monthly invoice listing each site serviced and any additional services charged at the hourly rate provided by the Service Provider .

If the City determines that there are deficiencies in the performance of this contract, the Service Provider will be notified both verbally and in writing each time service requirements are found to be unsatisfactory and corrective action is necessary. Should the Service Provider fail to correct any deficiencies within two hours, the City may exercise the following measures:

- Deduct from the Service Provider 's payment the amount necessary to correct the deficiency.
- Withhold the entire or partial payment.
- Utilize City forces or alternate source to correct the deficiency and deduct from the Service Provider 's payment the total cost, including City overhead.

## **7. SERVICE ADJUSTMENTS**

The City reserves the right to increase or decrease the services as needed. Services and fees for new facilities shall be added at the average rate per square foot for a comparable facility at the time of the addition. The Project Manager will give the Service Provider notice of any change in services in writing and services rendered by Service Provider as a result shall be subject to the terms and conditions of this Agreement.

Service Frequency for Each Park

Table 1. Service Type and Frequency. The areas listed below to be cleaned according to the scope in this document at the described frequency.

Service Type/Area	Frequency/Timing	Park(s)/Locations
Park restrooms	7 days a week, 9pm – 8am	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park</li> <li>• Stow Grove Park</li> <li>• Amtrak Station</li> </ul>
High use reservable picnic areas	7 days a week, 7:30am – 9:30am  *Parks require additional service at the beginning and end of day (subject to change) on the Splash Pad (seasonal)	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park*</li> <li>• Stow Grove Park</li> </ul>
High use non-reservable picnic areas	7 days a week, 7:30am – 9:30am  * Parks require limited service Monday and Friday every week; Visual Inspection Tuesday – Thursday	<ul style="list-style-type: none"> <li>• Ellwood Parking Lot</li> <li>• San Miguel Park</li> <li>• Andamar Park</li> <li>• Winchester II Park</li> <li>• Nectarine Park</li> <li>• Evergreen Park</li> <li>• Lake Los Carneros Parking Lot and Open Space</li> <li>• George Adams Picnic Area*</li> <li>• Armitos Park *</li> </ul>
Additional services	One day every two weeks, 7:30am – 11:30am  *Parks require additional service on Fridays.	<ul style="list-style-type: none"> <li>• Andamar Park</li> <li>• Armitos Park</li> <li>• Armstrong Park</li> <li>• Bell Vista I and II Parks</li> <li>• Berkeley Emerald Terrace Tennis Courts</li> <li>• Evergreen Acres Park</li> <li>• Goleta Valley Community Center Multi-Purpose Field</li> <li>• Jonny D Wallis Park</li> <li>• Mathilda Park</li> <li>• Nectarine Park</li> <li>• San Miguel Park</li> <li>• Santa Barbara Shores Park</li> <li>• Stow Canyon Open Space</li> <li>• Stow Grove Park</li> <li>• Winchester II Park</li> <li>• Goleta Butterfly Grove*</li> </ul>

On call services	As needed	<ul style="list-style-type: none"> <li>All Parks, Open Spaces, Facilities, and Public Right Of Ways</li> </ul>
Dog sanitary bag stations, including number of stations at each site	Monday and Friday, every week	<ul style="list-style-type: none"> <li>Jonny D Wallis Park (1)</li> <li>Armitos Park (1)</li> <li>Armstrong Park (1)</li> <li>UCSB's North Campus (1)</li> <li>Mathilda Park (1)</li> <li>Santa Barbara Shores (1)</li> <li>Pebble Beach Drive (1)</li> <li>Ellwood Parking Lot (1)</li> <li>University Village (3)</li> <li>Winchester II Park (1)</li> <li>San Miguel on Rio Vista Drive (1)</li> <li>Corner of Cathedral Oaks at Winchester (1)</li> <li>Corner of Cathedral Oaks at Ellwood Ridge Road (1)</li> <li>99 San Pesaro Drive (1)</li> <li>7504 Padova Drive (1)</li> <li>Evergreen Park (2)</li> <li>Bella Vista Park (1)</li> <li>Bella Vista Open Space (1)</li> <li>6227 Stow Canyon Road – Stow Open Space (2)</li> <li>Lake Los Carneros (4)</li> <li>Stow Grove Park (4)</li> <li>La Goleta Open Space (1)</li> <li>Andamar Park (1)</li> <li>Berkeley Park – Emerald Terrace (2)</li> <li>Stow Tennis (2)</li> <li>End of Berkeley Road (1)</li> <li>5 new locations to be determined</li> </ul>
Coal Boxes	Monday and Friday, every week	<ul style="list-style-type: none"> <li>Jonny D Wallis Park (6)</li> <li>Armitos Park (1)</li> </ul>

**EXHIBIT B-1  
SCHEDULE OF FEES**

<b>Service Type:</b>	<b>Frequency:</b>	<b>Monthly Fee:</b>
Park Restrooms	7 days per week	\$ 5,436.00
High use reservable picnic areas	7 days per week	\$ 5,644.00
High use non-reservable picnic areas	7 days per week	\$ 5,057.00
Additional Services	Once every 2 weeks	\$ 2,167.00
Dog Sanitary Bag Stations	Twice per week	\$ 2,167.00
<b><u>Consumable Supplies:</u></b>		
Dog Sanitary Bags		\$ 2,200.00
All other supplies		\$ 2,420.00
<b>Total of all services</b>		<b>\$25,091.00</b>
<b>On Call Services</b>	<b>7 days per week</b>	<b>\$49.00 per hour</b>

## **ATTACHMENT 1**

Amendment No. 1, and Original General Services Agreement No. 2022-112 with Rich and Famous, Inc. DBA Big Green Cleaning Company

**AMENDMENT NO.1  
TO A GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
RICH AND FAMOUS, INC. DBA BIG GREEN**

This **Amendment No. 1** to the 2022-112 Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Rich and Famous, Inc.** also referred to as Big Green Cleaning Company ("Service Provider") dated November 1, 2022 ("Agreement," Agreement No. 2022-112) is made on this 3 day of June, 2025.

**SECTION A. RECITALS**

1. This Agreement is for janitorial services at city-owned parks and other properties; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$852,728; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$568,485.33 for continued tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
6. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
7. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
8. The City Council approved this Amendment No.1, on this 3 day of June, 2025.

## SECTION B. AMENDED TERMS

**Now therefore** City and Service Provider agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$568,485.33 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to Service Provider by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$1,421,213.33 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Service Provider until June 30, 2027, after which any change in said rates and expenses must be approved in writing by City's Project Manager as described in Section 5 (City is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due Service Provider for all work described under this Agreement.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 2 years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by Section 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

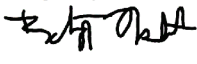
**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No.1 has been executed by the parties effective on the date and year first above written.

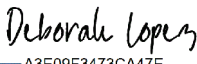
**CITY OF GOLETA**

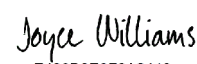
**SERVICE PROVIDER**

Signed by:  
  
\_\_\_\_\_  
1AEBACAD159E4D7..., City Manager

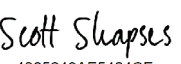
Signed by:  
  
\_\_\_\_\_  
D9F12825FF33499..., PRESIDENT of Big Green Cleaning Company

**ATTEST:**

DocuSigned by:  
  
\_\_\_\_\_  
A3E09F3473CA47E..., City Clerk

DocuSigned by:  
  
\_\_\_\_\_  
E430B8E6F2A2446..., Secretary of Big Green Cleaning Company

**APPROVED AS TO FORM:**  
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:  
  
\_\_\_\_\_  
4365248AE5424CE..., Deputy City Attorney



## **EXHIBIT A-1 SCOPE OF WORK**

Service Provider shall provide all labor, materials, tools, equipment, disposal fees, and transportation and any other items and services necessary to perform the janitorial services as described in the specifications herein.

### **2. FACILITY ACCESS AND SECURITY**

Service Provider shall be provided with a set of keys, which the Service Provider shall sign for denoting the number and type of key provided. Service Provider is responsible for the keys and agrees not to duplicate them. If additional keys are needed Service Provider shall make a request to the City. Under no circumstances shall Service Provider employees admit anyone to areas controlled by a key in their possession. Service Provider further agrees that the facilities, other than restrooms, shall never be left unattended unless fully locked. Service Provider agrees that failure to fully secure the facilities can result in liquidated damages. The City agrees to notify Service Provider in writing when the key for one of the facilities covered by this Agreement has been changed. Upon termination of this Agreement, Service Provider shall return all keys provided by City.

### **3. SUPPLIES AND EQUIPMENT**

Service Provider agrees to provide and be responsible for the maintenance of their own equipment, materials, and tools of the trade for cleaning, as required to satisfactorily perform the Scope of Services under this Agreement. Service Provider further agrees that all employees shall be in uniforms that clearly identify them as employees of the Service Provider and shall carry appropriate identification when on duty. All paper products provided by the Service Provider shall meet the City requirements of being at least 30%, by fiber weight, postconsumer recycled content. The Service Provider shall document all products purchased within 30 days of purchasing by certifying in writing, on invoices, or receipts that the products are up to standard (Goleta, California Municipal Code 8.10.900 Procurement Requirements for City Departments, Direct Service Providers, and Vendors. [https://library.qcode.us/lib/goleta\\_ca/pub/municipal\\_code/item/title\\_8-chapter\\_8\\_10- article\\_v-8\\_10\\_900](https://library.qcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10- article_v-8_10_900) ).

The Service Provider shall provide all the supplies and equipment required for cleaning including, but not limited to:

- Plastic trash bags
- Brooms
- Mops
- Towels
- Cleaning brushes
- Cleaning and disinfecting solutions
- Floor cleaners, sealers, and finishers
- Graffiti removal products and tools
- Paper towels

- Toilet tissue
- Liquid soap
- Liquid sanitizers
- Air fresheners
- Plastic liners for trash cans and receptacles
- Dog sanitary bags, biodegradable
- Feminine sanitary supplies
- Personal Protective Equipment
- Sharps containers
- Shovels, rakes, and scoops
- Carts and dollies

Service Provider shall report any broken, malfunctioning, or vandalized equipment or fixtures (including but not limited to heating/air conditioning units, plumbing, and electrical), and shall report any graffiti on City property, to the City's Public Works Department immediately by telephone at (805) 968-6843. In the event a City staff person is not available to receive the call, Service Provider shall leave a voice mail message.

#### **4. SERVICE DUTIES AND CHECKLISTS**

See the "Service Frequency" table below for days, times, and locations of services.

##### Park Restroom Services

Parks restrooms shall be opened, cleaned, and sanitized thoroughly every day, including holidays. Any equipment that has been vandalized or needs repair or any graffiti observed, shall be immediately reported to the City Representative. All restroom facilities shall be cleaned, and in operation by 8:00 a.m. every day. Service Provider shall open restrooms as early as 7:00 a.m. if requested by City. Upon opening, restroom doors shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately.

Park Restroom Services duties shall include:

- a. Sweep restroom and remove litter from the interior and exterior of building walkways. Do not sweep into landscaped areas.
- b. Empty trash cans and receptacles inside or outside adjacent to the restroom and replace liner(s).
- c. Sweep and mop floors with cleaner/disinfectant. Dry the floor with a dry mop before opening to the public.
- d. Sanitize restrooms doorknobs and light switches.
- e. Clean walls and ceiling with cleaner/disinfectant, including tile and grout.
- f. Remove any offensive odors.
- g. Remove spitballs, cobwebs, and other foreign materials and debris from doors, walls, ceilings, partitions, vents, etc.
- h. Thoroughly clean, sanitize and polish all urinals, toilets and sinks. Removing gum, cigarette butts, landscape debris, litter, etc.

- i. Thoroughly clean all bathroom partitions. Service Provider shall ensure attention to detail on partitions/walls adjacent to urinals, toilets, sinks and hand dryers.
- j. Wipe down, sanitize and polish all fixtures, hand dryers, baby changing stations, etc.
- k. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- l. Restock all liquid and paper products.
- m. Test the functionality of all installed fixtures and report any items that require repair or replacement.
- n. Report any graffiti to the City Representative and the Service Provider shall notify the City Representative within one (1) hour of determination, but no earlier than 8:00 a.m. All graffiti shall be documented and photographed before removing. All documentation and photos shall be sent to the City the same day. The Service Provider shall remove all graffiti with graffiti removal products. If the graffiti cannot be fully removed, report to the City for next steps.
- o. Any acts of vandalism or theft shall be immediately reported to the City Representative.
- p. Service Provider shall lock restroom during periods of inclement (rain) weather, as directed by the City Representative. Service Provider shall open restrooms as weather conditions allow, per the direction of the City Representative.
- q. Service Provider shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by City.
- r. Service Provider shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the City Representative immediately upon discovery.
- s. When restroom fixtures (i.e., toilets, sinks, urinals, etc.) are determined to be inoperable, Service Provider shall cover said fixture with a black plastic trash can liner, tape close the edges, and immediately notify the City Representative.
- t. During inclement weather and upon the direction of the City Representative, Service Provider may be instructed to keep restrooms locked.
- u. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.

- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash, recycling, and debris. Replace emptied trash and recycling can liners.
- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- g. Clear all the coal boxes. \*Limited-service frequency
- h. At Johnny D. Wallis Park, additional services to the Splash Pad are required. Splash Pad Maintenance requires twice-daily clearing of debris, dirt, dust and leaf litter using a blower and rinsing with water. Weekly use of recommended cleaners (see below) is required to remove grease, stains, and mineral build-up.
  - To minimize scrubbing, apply cleaning solvents with a spray foamer and then allow to sit for a minimum of 5 min. before the scrubbing is performed.
  - Scrub with an orbital floor scrubber or an auto-scrubber using polyethylene medium-softness bristles or turf pads. If using an auto-scrubber, take first pass with the vacuum turned off to apply solvents.
  - Full-remove cleaning solvents after use either through vacuum recovery, squeegee or rinsing. Rinse and recovery is complete when no foam appears on the tiles when water is sprayed on the floor. Repeat rinse until no foam appears.
  - **Do not use** mops, metal bristled, stiff brushes or power washers. **Do not scrub a dry floor.**
  - and peroxide should be used once a week. Mineral deposit cleaner will be reserved for spot cleaning only.
  - **Do not flood joints between the tiles** with the solvents. If the solvents do soak into the joints, clean the area with a degreaser cleaner and use vacuum recovery.
    - **Do not use solvents that dissolve the adhesives** (ex. trichloroethylene, muriatic acid, mineral spirits, acetone or gasoline).
    - Three different cleaners will be used: Sodium-based degreaser, peroxide-based cleaner, and a mineral deposit remover.
      - The sodium-based degreaser should remove oils, grease and other acidic soils (non-phosphate; pH 12.5-13.5; surfactant <5%). *Diluted ratio range: from 1:40 (3oz/gal-125ml/5L) for a normal clean to 1:20(6oz/gal-250ml/5L) for an aggressive clean.*
      - The peroxide cleaner should be a multi-purpose cleaner that removes grime, and organic/alkaline

matter (pH 3.5-4.6). *Diluted ratio range: from 1:43 (3oz/gal -116ml/5L) for a normal clean to 1:26 (5 oz/gal – 192ml/5L) for an aggressive clean.*

- The mineral deposit cleaner should remove calcium, lime, magnesium, aluminum oxide and rust stains. (phosphoric acid 30-40%). *Diluted ratio range: 1:30 (4oz/gal-165ml/5L) normal clean to 1:5 (26oz/gal-1000ml/5L) for more aggressive clean.*
- i. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Non-Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.
- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash can liners and party debris. Replace emptied trash can liners.
- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains and sinks. Report any clogs or irregularities to the City the same day.
- g. Clear all coal boxes. \*Limited-service frequency
- h. At Armitos Park, additional services to the Pizza Oven are required. Sweep out debris and coal from the oven.
- i. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Additional Services duties shall include:

- a. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
- b. Clean and sanitize playground equipment, leaving it dry.

- c. Clean, sanitize, and wipe down the outside of all trash cans. If trash can receptacles are dirty on the inside, fully clean and wipe them down. Remove any bad smells.
- d. Deep clean picnic tables and other park amenities, excluding restrooms.
- e. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors, and base coves. Wastewater to be recovered and disposed of per County Ordinance.
- f. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Dog Sanitary Bag Station services shall include:

- a. Inspection and refilling of all dog sanitary bag stations.
- b. The Service Provider shall report any changes, damages, or concerns with any stations to the City.
- c. Currently, the City uses approximately 300,000 biodegradable bags a year by the brand BioBag in the standard size. The Service Provider shall use this brand, or a City approved equal.

**5. PARK FACILITY OPENING**

Service Provider shall unlock and open park restrooms daily, seven (7) days a week, including holidays, according to the scheduled times listed herein. Upon opening, facilities shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately. Service Provider shall immediately report any broken or vandalized equipment or graffiti to the City Representative.

**6. SPECIAL REQUEST CLEANING AND ON-CALL SERVICES**

In addition to the schedule tasks specified above, the City may request additional services to be completed on an hourly basis. Such requested services shall be negotiated on a case by case basis. Costs shall be at the hourly rates listed in the Schedule of Fees provided by the Service Provider when applicable, or as otherwise negotiated with the City Representative. The minimum hourly rates will be in accordance with the prevailing wages set in California. Such additional services may include:

- Additional Park Restroom Services, High Use Reservable Picnic Area Services, and High Use Non-Reservable Picnic Area Services
  - Additional Janitorial Services as necessary to support special projects
- High priority incidents that require a one (1) hour clean up response time such as removing hypodermic needles, feces, blood, etc.

- Removal of illegally dumped furniture, electronics, and other items in parks, open spaces, and other public right of ways
  - Removal of abandoned encampments
    - Encampment cleanups will be the standard hourly rate
    - Encampment cleanup waste will be weighed and sent to the City’s representative for their records after every incident
    - Service Provider may charge the City a maximum 15% markup fee associated with the dump fee processing and submit the processing documents to the City

**7. PAYMENTS**

Invoices will be submitted via email to the City of Goleta’s Finance Department at:

[ap@cityofgoleta.org](mailto:ap@cityofgoleta.org)

Attn: Accounting Department

Service Provider shall copy [gthomson@cityofgoleta.org](mailto:gthomson@cityofgoleta.org) in the invoice email.

Service Provider shall submit a standard amount monthly invoice listing each site serviced and any additional services charged at the hourly rate provided by the Service Provider .

If the City determines that there are deficiencies in the performance of this contract, the Service Provider will be notified both verbally and in writing each time service requirements are found to be unsatisfactory and corrective action is necessary. Should the Service Provider fail to correct any deficiencies within two hours, the City may exercise the following measures:

- Deduct from the Service Provider ’s payment the amount necessary to correct the deficiency.
- Withhold the entire or partial payment.
- Utilize City forces or alternate source to correct the deficiency and deduct from the Service Provider ’s payment the total cost, including City overhead.

**8. SERVICE ADJUSTMENTS**

The City reserves the right to increase or decrease the services as needed. Services and fees for new facilities shall be added at the average rate per square foot for a comparable facility at the time of the addition. The Project Manager will give the Service Provider notice of any change in services in writing and services rendered by Service Provider as a result shall be subject to the terms and conditions of this Agreement.

Service Frequency for Each Park

Table 1. Service Type and Frequency. The areas listed below to be cleaned according to the scope in this document at the described frequency.

Service Type/Area	Frequency/Timing	Park(s)/Locations
Park restrooms	7 days a week, 9pm – 8am	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park</li> <li>• Stow Grove Park</li> <li>• Amtrak Station</li> </ul>

<p>High use reservable picnic areas</p>	<p>7 days a week, 7:30am – 9:30am</p> <p>*Parks require additional service at the beginning and end of day (subject to change) on the Splash Pad (seasonal)</p>	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park*</li> <li>Stow Grove Park</li> </ul>
<p>High use non-reservable picnic areas</p>	<p>7 days a week, 7:30am – 9:30am</p> <p>* Parks require limited service Monday and Friday every week; Visual Inspection Tuesday – Thursday</p>	<ul style="list-style-type: none"> <li>• Ellwood Parking Lot</li> <li>• San Miguel Park</li> <li>• Andamar Park</li> <li>• Winchester II Park</li> <li>• Nectarine Park</li> <li>• Evergreen Park</li> <li>• Lake Los Carneros Parking Lot and Open Space</li> <li>• George Adams Picnic Area*</li> <li>• Armitos Park *</li> </ul>
<p>Additional services</p>	<p>One day every two weeks, 7:30am – 11:30am</p> <p>*Parks require additional service on Fridays.</p>	<ul style="list-style-type: none"> <li>• Andamar Park</li> <li>• Armitos Park</li> <li>• Armstrong Park</li> <li>• Bell Vista I and II Parks</li> <li>• Berkeley Emerald Terrace Tennis Courts</li> <li>• Evergreen Acres Park</li> <li>• Goleta Valley Community Center Multi-Purpose Field</li> <li>• Jonny D Wallis Park</li> <li>• Mathilda Park</li> <li>• Nectarine Park</li> <li>• San Miguel Park</li> <li>• Santa Barbara Shores Park</li> <li>• Stow Canyon Open Space</li> <li>• Stow Grove Park</li> <li>• Winchester II Park</li> <li>• Goleta Butterfly Grove*</li> </ul>

On call services	As needed	<ul style="list-style-type: none"> <li>• All Parks, Open Spaces, Facilities, and Public Right Of Ways</li> </ul>
Dog sanitary bag stations, including number of stations at each site	Monday and Friday, every week	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park (1)</li> <li>• Armitos Park (1)</li> <li>• Armstrong Park (1)</li> <li>• UCSB’s North Campus (1)</li> <li>• Mathilda Park (1)</li> <li>• Santa Barbara Shores (1)</li> <li>• Pebble Beach Drive (1)</li> <li>• Ellwood Parking Lot (1)</li> <li>• University Village (3)</li> <li>• Winchester II Park (1)</li> <li>• San Miguel on Rio Vista Drive (1)</li> <li>• Corner of Cathedral Oaks at Winchester (1)</li> <li>• Corner of Cathedral Oaks at Ellwood Ridge Road (1)</li> <li>• 99 San Pesaro Drive (1)</li> <li>• 7504 Padova Drive (1)</li> <li>• Evergreen Park (2)</li> <li>• Bella Vista Park (1)</li> <li>• Bella Vista Open Space (1)</li> <li>• 6227 Stow Canyon Road – Stow Open Space (2)</li> <li>• Lake Los Carneros (4)</li> <li>• Stow Grove Park (4)</li> <li>• La Goleta Open Space (1)</li> <li>• Andamar Park (1)</li> <li>• Berkeley Park – Emerald Terrace (2)</li> <li>• Stow Tennis (2)</li> <li>• End of Berkeley Road (1)</li> <li>• 5 new locations to be determined</li> </ul>
Coal Boxes	Monday and Friday, every week	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park (6)</li> <li>• Armitos Park (1)</li> </ul>

2022-112

**Project Name: Janitorial Services for Parks and Open Space**

**AN AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
Rich & Famous, Inc. DBA Big Green Cleaning Company**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 1<sup>st</sup> day of November, 2022, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **Rich & Famous, Inc. DBA Big Green Cleaning Company** hereinafter referred to as "Service Provider".

**SECTION A. RECITALS**

1. This Service Provider will be providing general services in conjunction with the Janitorial Services for Park and Open Space project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080.
4. The City Council, on this 1<sup>st</sup> day of November, 2022, approved this Agreement and authorized the City Manager to execute the Agreement.

**SECTION B. TERMS**

**1. RETENTION OF SERVICE PROVIDER**

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform janitorial services, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

**2. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$852,728**, and **SHALL NOT EXCEED** the sum of **\$852,728** over the life of the Agreement, and shall be earned on the following basis:

City of Goleta  
Parks and Open Spaces Agreement with Rich & Famous, Inc., DBA: Big Green Cleaning  
Company  
Page 1 of 20

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

**(b) Payment.** All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

### **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is George Thomson.

### **4. PROGRESS AND COMPLETION**

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$852,728. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

### **5. AGREEMENT PERFORMANCE**

**Non-Exclusivity.** This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

**Ability to Perform.** The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

**Laws to be Observed.** The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of

the work.

**Payment of Taxes.** The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

**Permits and Licenses.** The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

**Prevailing Wage.** The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

**Safety Provisions.** The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

**Preservation of City Property.** The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

**Immigration Act of 1986.** The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Service Provider Non-Discrimination.** The Service Provider shall not discriminate based on race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

**Work Delays.** Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City

and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**Inspection.** The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

**Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

**Interests of Service Provider.** The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

## **6. TERM**

This Agreement shall expire on June 30, 2025.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

City of Goleta  
Parks and Open Spaces Agreement with Rich & Famous, Inc., DBA: Big Green Cleaning  
Company  
Page 4 of 20

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER**

This Agreement is for general services which are personal to City. Rich & Famous, Inc. DBA: Big Green Cleaning Company is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Service Provider's Damages.** The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

**(c) Nonwaiver.** The City does not waive, nor shall be deemed to have

City of Goleta  
Parks and Open Spaces Agreement with Rich & Famous, Inc., DBA: Big Green Cleaning  
Company  
Page 5 of 20

waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

## **10. INSURANCE**

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with

respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.

- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## **11. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent

City of Goleta  
Parks and Open Spaces Agreement with Rich & Famous, Inc., DBA: Big Green Cleaning  
Company  
Page 7 of 20

contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

**12. TERMINATION BY CITY**

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

**13. CORRECTIONS**

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, which ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

**15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure

continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

## **16. CONFLICT OF INTEREST**

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

## **17. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

## **18. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

## **19. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

## **20. NOTICES**

City of Goleta  
Parks and Open Spaces Agreement with Rich & Famous, Inc., DBA: Big Green Cleaning  
Company  
Page 9 of 20

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO SERVICE PROVIDER: Allen Williams  
Rich and Famous, Inc.  
DBA Big Green Cleaning Company  
4860 Calle Real  
Santa Barbara, CA 93111

## **21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness where of, this Agreement has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

DocuSigned by:  
*Robert Nisbet, City Manager*  
1AE8ACAD159E4D7...  
Robert Nisbet, City Manager

**SERVICE PROVIDER**

DocuSigned by:  
*Allen Williams, President*  
D9F12628FF33499...  
Allen Williams  
President

**ATTEST:**

DocuSigned by:  
*Deborah Lopez*  
A3E09F3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
*Joyce Williams*  
E430B8E6F2A2446...  
Joyce Williams  
Secretary

**APPROVED AS TO FORM:**

MEGAN GARIBALDI, CITY ATTORNEY  
DocuSigned by:  
*Winnie Cai*  
A1BF8F896161498...  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A SCOPE OF WORK**

Service Provider shall provide all labor, materials, tools, equipment, disposal fees, and transportation and any other items and services necessary to perform the janitorial services as described in the specifications herein.

### **FACILITY ACCESS AND SECURITY**

Service Provider shall be provided with a set of keys, which the Service Provider shall sign for denoting the number and type of key provided. Service Provider is responsible for the keys and agrees not to duplicate them. If additional keys are needed Service Provider shall make a request to the City. Under no circumstances shall Service Provider employees admit anyone to areas controlled by a key in their possession. Service Provider further agrees that the facilities, other than restrooms, shall never be left unattended unless fully locked. Service Provider agrees that failure to fully secure the facilities can result in liquidated damages. The City agrees to notify Service Provider in writing when the key for one of the facilities covered by this Agreement has been changed. Upon termination of this Agreement, Service Provider shall return all keys provided by City.

### **SUPPLIES AND EQUIPMENT**

Service Provider agrees to provide and be responsible for the maintenance of their own equipment, materials, and tools of the trade for cleaning, as required to satisfactorily perform the Scope of Services under this Agreement. Service Provider further agrees that all employees shall be in uniforms that clearly identify them as employees of the Service Provider and shall carry appropriate identification when on duty. All paper products provided by the Service Provider shall meet the City requirements of being at least 30%, by fiber weight, postconsumer recycled content. The Service Provider shall document all products purchased within 30 days of purchasing by certifying in writing, on invoices, or receipts that the products are up to standard (Goleta, California Municipal Code 8.10.900 Procurement Requirements for City Departments, Direct Service Providers, and Vendors. [https://library.qcode.us/lib/goleta\\_ca/pub/municipal\\_code/item/title\\_8-chapter\\_8\\_10-article\\_v-8\\_10\\_900](https://library.qcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10-article_v-8_10_900)).

The Service Provider shall provide all the supplies and equipment required for cleaning including, but not limited to:

- Plastic trash bags
- Brooms
- Mops
- Towels
- Cleaning brushes
- Cleaning and disinfecting solutions
- Floor cleaners, sealers, and finishers
- Graffiti removal products and tools
- Paper towels
- Toilet tissue
- Liquid soap

- Liquid sanitizers
- Air fresheners
- Plastic liners for trash cans and receptacles
- Dog sanitary bags, biodegradable
- Feminine sanitary supplies
- Personal Protective Equipment
- Sharps containers
- Shovels, rakes, and scoops
- Carts and dollies

Service Provider shall report any broken, malfunctioning, or vandalized equipment or fixtures (including but not limited to heating/air conditioning units, plumbing, and electrical), and shall report any graffiti on City property, to the City's Public Works Department immediately by telephone at (805) 968-6843. In the event a City staff person is not available to receive the call, Service Provider shall leave a voice mail message.

### **SERVICE DUTIES AND CHECKLISTS**

See the "Service Frequency" table below for days, times, and locations of services.

#### Park Restroom Services

Parks restrooms shall be opened, cleaned, and sanitized thoroughly every day, including holidays. Any equipment that has been vandalized or needs repair or any graffiti observed, shall be immediately reported to the City Representative. All restroom facilities shall be cleaned, and in operation by 8:00 a.m. every day. Service Provider shall open restrooms as early as 7:00 a.m. if requested by City. Upon opening, restroom doors shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately.

Park Restroom Services duties shall include:

- a. Sweep restroom and remove litter from the interior and exterior of building walkways. Do not sweep into landscaped areas.
- b. Empty trash cans and receptacles inside or outside adjacent to the restroom and replace liner(s).
- c. Sweep and mop floors with cleaner/disinfectant. Dry the floor with a dry mop before opening to the public.
- d. Sanitize restrooms doorknobs and light switches.
- e. Clean walls and ceiling with cleaner/disinfectant, including tile and grout.
- f. Remove any offensive odors.
- g. Remove spitballs, cobwebs, and other foreign materials and debris from doors, walls, ceilings, partitions, vents, etc.
- h. Thoroughly clean, sanitize and polish all urinals, toilets and sinks. Removing gum, cigarette butts, landscape debris, litter, etc.
- i. Thoroughly clean all bathroom partitions. Service Provider shall ensure attention to detail on partitions/walls adjacent to urinals, toilets, sinks and hand dryers.
- j. Wipe down, sanitize and polish all fixtures, hand dryers, baby changing stations, etc.

- k. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- l. Restock all liquid and paper products.
- m. Test the functionality of all installed fixtures and report any items that require repair or replacement.
- n. Report any graffiti to the City Representative and the Service Provider shall notify the City Representative within one (1) hour of determination, but no earlier than 8:00 a.m. All graffiti shall be documented and photographed before removing. All documentation and photos shall be sent to the City the same day. The Service Provider shall remove all graffiti with graffiti removal products. If the graffiti cannot be fully removed, report to the City for next steps.
- o. Any acts of vandalism or theft shall be immediately reported to the City Representative.
- p. Service Provider shall lock restroom during periods of inclement (rain) weather, as directed by the City Representative. Service Provider shall open restrooms as weather conditions allow, per the direction of the City Representative.
- q. Service Provider shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by City.
- r. Service Provider shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the City Representative immediately upon discovery.
- s. When restroom fixtures (i.e., toilets, sinks, urinals, etc.) are determined to be inoperable, Service Provider shall cover said fixture with a black plastic trash can liner, tape close the edges, and immediately notify the City Representative.
- t. During inclement weather and upon the direction of the City Representative, Service Provider may be instructed to keep restrooms locked.
- u. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.
- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash, recycling, and debris. Replace emptied trash and recycling can liners.

- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- g. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

High Use Non-Reservable Picnic Area Services duties shall include:

- a. Clean and wipe down picnic tables, benches, and hangout areas. These areas should not be dirty in between uses.
- b. Remove all excess trash around trash cans, picnic tables, benches, gathering and hangout areas, etc. Do not sweep litter into landscaped areas.
- c. Dispose of trash can liners and party debris. Replace emptied trash can liners.
- d. Dispose of all litter in the picnic area(s) even as small as confetti, small papers pieces, wrappers, wrapping paper, etc. Do not sweep into landscaped areas.
- e. Dispose of trash and party debris from areas visible from the picnic area(s).
- f. Inspect and clean all drinking fountains. Report any clogs or irregularities to the City the same day.
- g. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Additional Services duties shall include:

- a. Remove cobwebs and debris from the exterior of the building including doors, window frames, privacy fencing and the underside of the roof eaves.
- b. Clean and sanitize playground equipment, leaving it dry.
- c. Clean, sanitize, and wipe down the outside of all trash cans. If trash can receptacles are dirty on the inside, fully clean and wipe them down. Remove any bad smells.
- d. Deep clean picnic tables and other park amenities, excluding restrooms.

- e. Pressure washing of the interior of the bathrooms including walls, partitions, fixtures, floors, and base coves. Wastewater to be recovered and disposed of per County Ordinance.
- f. The Service Provider shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. If the City's park opening staff reasonably determine that a parks restroom service was not adequately performed, staff will require the Service Provider to return to the facility within two (2) hours of notification to complete the service, or correct the deficiency.

Dog Sanitary Bag Station services shall include:

- a. Inspection and refilling of all dog sanitary bag stations.
- b. The Service Provider shall report any changes, damages, or concerns with any stations to the City.
- c. Currently, the City uses approximately 300,000 biodegradable bags a year by the brand BioBag in the standard size. The Service Provider shall use this brand, or a City approved equal.

**PARK FACILITY OPENING**

Service Provider shall unlock and open park restrooms daily, seven (7) days a week, including holidays, according to the scheduled times listed herein. Upon opening, facilities shall be locked in the open position. If lock is not operable, Service Provider shall notify City Representative immediately. Service Provider shall immediately report any broken or vandalized equipment or graffiti to the City Representative.

**SPECIAL REQUEST CLEANING AND ON-CALL SERVICES**

In addition to the schedule tasks specified above, the City may request additional services to be completed on an hourly basis. Such requested services shall be negotiated on a case by case basis. Costs shall be at the hourly rates listed in the Schedule of Fees provided by the Service Provider when applicable, or as otherwise negotiated with the City Representative. The minimum hourly rates will be in accordance with the prevailing wages set in California. Such additional services may include:

- Additional Park Restroom Services, High Use Reservable Picnic Area Services, and High Use Non-Reservable Picnic Area Services
- Additional Janitorial Services as necessary to support special projects
- High priority incidents that require a one (1) hour clean up response time such as removing hypodermic needles, feces, blood, etc.
- Removal of illegally dumped furniture, electronics, and other items in parks, open spaces, and other public right of ways
- Removal of abandoned encampments
  - Encampment cleanups will be the standard hourly rate
  - Encampment cleanup waste will be weighed and sent to the City's representative for their records after every incident

- Service Provider may charge the City a maximum 15% markup fee associated with the dump fee processing and submit the processing documents to the City

**PAYMENTS**

Invoices will be submitted via email to the City of Goleta’s Finance Department at:  
 ap@cityofgoleta.org  
 Attn: Accounting Department  
 Service Provider shall copy gthomson@cityofgoleta.org in the invoice email.

Service Provider shall submit a standard amount monthly invoice listing each site serviced and any additional services charged at the hourly rate provided by the Service Provider .

If the City determines that there are deficiencies in the performance of this contract, the Service Provider will be notified both verbally and in writing each time service requirements are found to be unsatisfactory and corrective action is necessary. Should the Service Provider fail to correct any deficiencies within two hours, the City may exercise the following measures:

- Deduct from the Service Provider’s payment the amount necessary to correct the deficiency.
- Withhold the entire or partial payment.
- Utilize City forces or alternate source to correct the deficiency and deduct from the Service Provider’s payment the total cost, including City overhead.

**SERVICE ADJUSTMENTS**

The City reserves the right to increase or decrease the services as needed. Services and fees for new facilities shall be added at the average rate per square foot for a comparable facility at the time of the addition. The Project Manager will give the Service Provider notice of any change in services in writing and services rendered by Service Provider as a result shall be subject to the terms and conditions of this Agreement.

Service Frequency for Each Park

Table 1. Service Type and Frequency. The areas listed below to be cleaned according to the scope in this document at the described frequency.

Service Type/Area	Frequency/Timing	Park(s)/Locations
Park restrooms	7 days a week, 9pm – 8am	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park</li> <li>• Stow Grove Park</li> <li>• Amtrak Station</li> </ul>
High use reservable picnic areas	7 days a week, 7:30am – 9:30am	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park</li> <li>• Stow Grove Park</li> </ul>
High use non-reservable picnic areas	7 days a week, 7:30am – 9:30am	<ul style="list-style-type: none"> <li>• Ellwood Parking Lot</li> <li>• San Miguel Park</li> <li>• Andamar Park</li> <li>• Winchester II Park</li> <li>• Nectarine Park</li> </ul>

		<ul style="list-style-type: none"> <li>• Evergreen Park</li> <li>• Lake Los Carneros Parking Lot and Open Space</li> </ul>
Additional services	One day every two weeks, 7:30am – 11:30am	<ul style="list-style-type: none"> <li>• Andamar Park</li> <li>• Armitos Park</li> <li>• Armstrong Park</li> <li>• Bell Vista I and II Parks</li> <li>• Berkeley Emerald Terrace Tennis Courts</li> <li>• Evergreen Acres Park</li> <li>• Goleta Valley Community Center Multi-Purpose Field</li> <li>• Jonny D Wallis Park</li> <li>• Mathilda Park</li> <li>• Nectarine Park</li> <li>• San Miguel Park</li> <li>• Santa Barbara Shores Park</li> <li>• Stow Canyon Open Space</li> <li>• Stow Grove Park</li> <li>• Winchester II Park</li> </ul>
On call services	As needed	<ul style="list-style-type: none"> <li>• All Parks, Open Spaces, Facilities, and Public Right Of Ways</li> </ul>
Dog sanitary bag stations, including number of stations at each site	Monday and Friday, every week	<ul style="list-style-type: none"> <li>• Jonny D Wallis Park (1)</li> <li>• Armitos Park (1)</li> <li>• Armstrong Park (1)</li> <li>• UCSB's North Campus (1)</li> <li>• Mathilda Park (1)</li> <li>• Santa Barbara Shores (1)</li> <li>• Pebble Beach Drive (1)</li> <li>• Ellwood Parking Lot (1)</li> <li>• University Village (3)</li> <li>• Winchester II Park (1)</li> <li>• San Miguel on Rio Vista Drive (1)</li> <li>• Corner of Cathedral Oaks at Winchester (1)</li> <li>• Corner of Cathedral Oaks at Ellwood Ridge Road (1)</li> <li>• 99 San Pesaro Drive (1)</li> <li>• 7504 Padova Drive (1)</li> <li>• Evergreen Park (2)</li> <li>• Bella Vista Park (1)</li> <li>• Bella Vista Open Space (1)</li> <li>• 6227 Stow Canyon Road – Stow Open Space (2)</li> </ul>

		<ul style="list-style-type: none"><li>• Lake Los Carneros (4)</li><li>• Stow Grove Park (4)</li><li>• La Goleta Open Space (1)</li><li>• Andamar Park (1)</li><li>• Berkeley Park – Emerald Terrace (2)</li><li>• Stow Tennis (2)</li><li>• End of Berkeley Road (1)</li><li>• 5 new locations to be determined</li></ul>
--	--	---

**EXHIBIT B  
SCHEDULE OF FEES**

<b><u>Service Type:</u></b>	<b><u>Frequency:</u></b>	<b><u>Monthly Fee:</u></b>
Park Restrooms	7 days per week	\$ 5,436.00
High use reversable picnic areas	7 days per week	\$ 3,838.00
High use non-reservable picnic areas	7 days per week	\$ 5,057.00
Additional Services	Once every 2 weeks	\$ 2,167.00
Dog Sanitary Bag Stations	Twice per week	\$ 2,167.00
 <b><u>Consumable Supplies:</u></b>		
Dog Sanitary Bags		\$ 2,200.00
All other supplies		\$ 2,420.00
<b>Total of all services</b>		<b>\$23,285.00</b>
 <b>On Call Services</b>	 <b>7 days per week</b>	 <b>\$45.00 per hour</b>

## **ATTACHMENT 3**

Splash Pad Operations Jonny D. Wallis Neighborhood Park – Presentation

# Splash Pad Operations

## Jonny D. Wallis Neighborhood Park

City Council Meeting  
May 5, 2026



# Splash Pad Features - *Built for Fun & Safety*

- Two easy to use activator pedestals
- 34 interactive spray jets with varied patterns
- Cushioned, slip-resistant play surface
- Dual drainage system for water management



# Pump House

- Two Public Showers
- Sanitation & Disinfection Equipment
- Mechanical Equipment



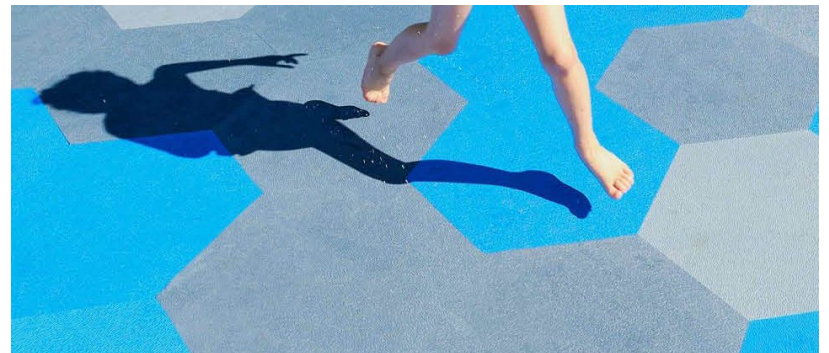
# Surge Tank

- 4,000-Gallon Underground Tank (confined space entry)
- Filters
- Stormwater Diversion Valve



# Proposed Schedule

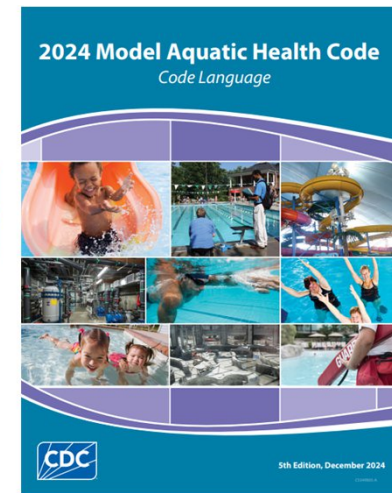
- Ribbon Cutting Ceremony  
– *Thursday, May 21, 2026, at 3:00 PM*
- Open to Public six days per week – (*Friday before Memorial Day to Labor Day*)
- Closed Wednesdays for Maintenance
- Daily Hours: 10:00 AM to 6:00 PM



# Public Health

Splash Pad = Swimming Pool with no standing water

- Control pH, Chlorine, Water Clarity
- Water Filtration
- Secondary UV Light Disinfection



# Maintenance Requirements

- Check and maintain water chemistry
- Inspect and clean floor daily
- Backwash sand filter regularly
- Clean and replace UV lights regularly
- Clean paper filters as needed (confined space entry)
- Maintain equipment regularly
- Replace surge tank water annually



# Seasonal Operations and Maintenance Cost

<b>Cost Component</b>	<b>Estimated Seasonal Cost (Memorial Day to Labor Day 2026)</b>
<b>Janitorial Services (Contractor)</b>	\$45,000
<b>Maintenance &amp; Repair (Contractor)</b>	\$45,000
<b>Confined Space Filter Replacement (Contractor)</b>	\$20,000 to \$ 60,000 <sup>1</sup>
<b>Replacement Parts/Chemicals</b>	\$17,000
<b>Utilities/Wireless Network</b>	\$11,000
<b>Estimated Staff Time</b>	\$57,000
<b><i>Total</i></b>	<b><i>\$195,000 to \$235,000<sup>1</sup></i></b>

<sup>1</sup> Range is based on facility usage estimates and may vary



# Ribbon Cutting & Grand Opening! Thursday May 21 at 3 PM



May 5, 2026 City Council Meeting

9