



Agenda Item A.8
CONSENT CALENDAR
Meeting Date: June 3, 2025

TO: Mayor and Councilmembers

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

PREPARED BY: Sarah Fox, Public Works Business and Administration Manager

SUBJECT: Public Works Professional Services and General Services Agreements and Amendments with Rich and Famous, Inc. DBA Big Green Cleaning Company, Enviroscaping, Inc., and Regents of the University of California

RECOMMENDATION:

- A. Authorize the City Manager to execute Amendment No. 1 to General Services Agreement number 2022-112 with Rich and Famous, Inc. DBA Big Green Cleaning Company, increasing the agreement amount by \$568,485.33 for a total not-to-exceed amount of \$1,421,213.33 and a termination date of June 30, 2027;
- B. Authorize the City Manager to execute Amendment No. 1 to General Services Agreement number 2022-097 with Enviroscaping, Inc., increasing the agreement amount by \$1,454,008 for a total not-to-exceed amount of \$3,163,409 and a termination date of June 30, 2027;
- C. Authorize the City Manager to execute Amendment No. 1 to Research Agreement number 2025-024 with the Regents of the University of California, University of California, Santa Barbara, increasing the total not-to-exceed amount by \$180,000 for a total not-to-exceed amount of \$244,788 and a termination date of June 30, 2026; and
- D. Authorize a budget appropriation in the amount of \$180,000 from the 101-50-5400-51300 account to the 101-90-9112-57071 account as identified in Table 2 of the Fiscal Impacts section of the staff report.

BACKGROUND:

Since the City’s incorporation in 2002, the Public Works Department has relied on private consultants and contractors to provide professional and general services. These services are secured through pre-qualified consultant lists and task-specific Requests for Proposals (RFPs), allowing the Department to respond to operational and technical needs

as they arise efficiently. The information below summarizes the services provided by each consultant, proposed amendments and agreements, justification, and recommended actions.

DISCUSSION:

Rich and Famous, Inc. DBA Big Green Cleaning Company

On November 1, 2022, the City Manager approved a General Services Agreement with Rich and Famous, Inc., DBA Big Green Cleaning Company (Big Green) in the amount of \$852,728 to provide janitorial services to City parks and open spaces for three years with the option to renew the contract for an additional three years. Big Green was selected through a request for proposal process. Amendment No. 1 to this agreement will increase the contract authority by \$568,485.33 for a new not-to-exceed amount of \$1,421,213.33 for an additional two years of service, Fiscal Years 2025-2027, and extending the termination date to June 30, 2027.

Enviroscaping, Inc.

On November 1, 2022, the City Manager approved a General Services Agreement with Enviroscaping, Inc. in the amount of \$1,454,008 to provide landscaping services to City parks and open spaces for three years with the option to renew the contract for an additional three years. Enviroscaping, Inc. was selected through a request for proposal process. Amendment No. 1 to the Agreement will increase the contract authority by \$1,454,008 for a new not-to-exceed amount of \$3,163,409 for an additional two years of service, Fiscal Years 2025-2027, and extend the termination date to June 30, 2027.

The Regents of the University of California, Santa Barbara (UCSB)

The Regents of the University of California, Santa Barbara (UCSB) has played a leading role in the implementation of habitat improvements and volunteer coordination at Ellwood Mesa. The City has partnered with UCSB since October 2023 on the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan. On April 15, 2025, the City Manager approved a Research Agreement with the Regents of the University of California on behalf of its Santa Barbara Campus ("UCSB") in the amount of \$64,788 for habitat restoration in the Sperling Preserve, monitoring and permit reporting, and assistance with volunteer events through the end of June 2025. UCSB was selected due to its unique ability to perform these services. Amendment No. 1 will increase the contract authority by \$180,000 for a new not-to-exceed amount of \$244,788 for services through Fiscal Year 2025-2026, and extend the agreement to June 30, 2026.

FISCAL IMPACTS:

These agreements and amendments are funded by various accounts listed in Table 1 below.

Table 1 – Estimated Costs and Funding for Agreements and Amendments

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts
Big Green	Janitorial Services	\$568,485.33	101-50-5400-51300 - Contract Services	\$568,485.33
Enviroscaping	Landscaping Services	\$1,454,008.00	101-50-5400-51300 - Contract Services	\$1,454,008.00
UCSB	Restoration of Sperling Preserve	\$180,000.00	101-50-5400-51300 - Contract Services	\$180,000.00
Subtotal		\$2,202,493.33	\$2,202,493.33	

Public Works staff recommend the following budget appropriation transfer. As outlined below, sufficient one-time funds are available in the identified account to support the proposed transfer in the current year budget.

Table 2 – Recommended Budget Appropriation

Fund Type	Account From	Account To	Amount
General Fund	101-50-5400-51300	101-90-9112-57071	\$180,000
		Total	\$180,000

ALTERNATIVES:

The City Council can elect not to approve the amendments and agreements discussed herein; however, this would result in significant delays to the initiation and completion of the work associated with the capital improvement projects and interruption of janitorial and landscaping services on all City parks and open spaces and interruption of maintenance recently planted trees and plants at Ellwood Mesa Sperling Preserve.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 1 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
3. Amendment No. 1 to General Services Agreement No. 2022-097 with Envirosaping, Inc.
4. General Services Agreement No. 2022-097 with Envirosaping Inc.
5. Amendment No. 1 to Research Agreement No. 2025-024 with the Regents of the University of California, Santa Barbara.
6. Research Agreement No. 2025-024 with the Regents of the University of California, Santa Barbara.

ATTACHMENT 1

Amendment No. 1 to 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 B Subsection 2(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 2 of Section B. 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

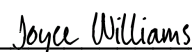
Robert Nisbet, City Manager

Signed by:


DocuSigned by:
Alan Williams, President of Big Green Cleaning Company

ATTEST:

Deborah Lopez, City Clerk

DocuSigned by:


Joyce Williams, Secretary of Big Green Cleaning Company

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:


Scott Shapses, 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).

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

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.

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"> • Jonny D Wallis Park • Stow Grove Park • Amtrak Station

High use reservable picnic areas	<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"> • Jonny D Wallis Park* Stow Grove Park
High use non-reservable picnic areas	<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"> • Ellwood Parking Lot • San Miguel Park • Andamar Park • Winchester II Park • Nectarine Park • Evergreen Park • Lake Los Carneros Parking Lot and Open Space • George Adams Picnic Area* • Armitos Park *
Additional services	<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"> • Andamar Park • Armitos Park • Armstrong Park • Bell Vista I and II Parks • Berkeley Emerald Terrace Tennis Courts • Evergreen Acres Park • Goleta Valley Community Center Multi-Purpose Field • Jonny D Wallis Park • Mathilda Park • Nectarine Park • San Miguel Park • Santa Barbara Shores Park • Stow Canyon Open Space • Stow Grove Park • Winchester II Park • Goleta Butterfly Grove*

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

ATTACHMENT 2

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

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 1st 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 1st 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
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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.

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Company
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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

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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

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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, whichever 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

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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.

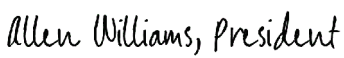
In concurrence and witness where of, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

1AE8ACAD159E4D7...
Robert Nisbet, City Manager

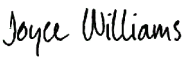
SERVICE PROVIDER

DocuSigned by:

D9F12825FF33499...
Allen Williams
President

ATTEST:

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

E430B8E6F2A2446...
Joyce Williams
Secretary

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

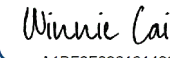
DocuSigned by:

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_).

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"> • Jonny D Wallis Park • Stow Grove Park • Amtrak Station
High use reservable picnic areas	7 days a week, 7:30am – 9:30am	<ul style="list-style-type: none"> • Jonny D Wallis Park • Stow Grove Park
High use non-reservable picnic areas	7 days a week, 7:30am – 9:30am	<ul style="list-style-type: none"> • Ellwood Parking Lot • San Miguel Park • Andamar Park • Winchester II Park • Nectarine Park

City of Goleta

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

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

<u>Service Type:</u>	<u>Frequency:</u>	<u>Monthly Fee:</u>
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

Consumable Supplies:

Dog Sanitary Bags	\$ 2,200.00
All other supplies	\$ 2,420.00

Total of all services	\$23,285.00
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On Call Services	7 days per week	\$45.00 per hour
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ATTACHMENT 3

Amendment No. 1 to General Services Agreement No. 2022-097
with Enviroscaping, Inc.

**AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
ENVIROSCAPING, INC.**

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Enviroscaping, Inc.** ("Service Provider") dated November 1, 2022 ("Agreement," Agreement No. 2022-097) is made on this third day of June, 2025.

SECTION A. RECITALS

1. This Agreement is for general services for landscaping maintenance of city-owned parks; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$1,709,401; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$1,454,008 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 Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and
9. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
10. The City Council approved this Amendment No. 1, on this 3 day of June, 2025.

SECTION B. AMENDED TERMS

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Amendment No. 1 to Agreement No. 2022-097
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Now therefore City and Service Provider agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection 2 of Section (B). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$1,454,008 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 \$3,163,409 (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-1," 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. 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.

5. 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

Robert Nisbet, City Manager

ATTEST:

Deborah Lopez, City Clerk

SERVICE PROVIDER

Signed by:
Gerardo Mora
Gerardo Mora, President of Enviroscaping, Inc.

Signed by:
Filipe Mora
Felipe Mora, CFO of Enviroscaping, Inc.

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
Scott Shapses
Scott Shapses, Deputy City Attorney

EXHIBIT A-1 SCOPE OF WORK

1 - BID ITEM SPECIFICATIONS: SCOPE OF WORK

This Scope of Work establishes the standards for the landscape maintenance of the Parks and Open Spaces within the City of Goleta. This shall include but not be limited to mowing, tree maintenance (12ft and under), irrigation management, irrigation system maintenance, irrigation system repair, and shrub and ground cover maintenance. The intent of this specification is to provide on-going landscape maintenance services to ensure the long-term health, visual attractiveness of the City's landscaped parks, natural open spaces, playgrounds, and play courts.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Service Provider's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards in a pesticide free environment and the objectives as set forth in this specification.

The Service Provider shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to: trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, deep root watering, plant replacements, renovation and cleanup of drainage facilities using landscape maintenance procedures. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

Crew Standards - The City requires a minimum of two (2) landscape maintenance crews with at least three (3) maintenance workers on each crew, totaling a minimum of six (6) staff members from the Service Provider Monday through Friday, excluding City Holidays. The Service Provider shall provide one (1) leader per crew who is proficient in English and can interface with City staff. The Service Provider shall have at least one (1) on-call landscape irrigation specialist who works at minimum two (2) eight (8) hour days a month, maintaining the irrigation systems.

Number of Landscape Crews	Landscapers per Crew	Leader per Crew	On-Call Staff
2 Crews (Minimum)	2 Crew Members	1 Leader	1 Irrigation Specialist (Estimated 2 days per month)

The Service Provider shall submit hourly rates, no less than the prevailing wages, for each unique position and the total monthly cost of the crews, including equipment, vehicles, fuel, and tools provided by the Service Provider, based on the Scope of Work. The Service Provider shall provide hourly rates for weekends and holidays.

The City is allocating special project funding to ensure all necessary tasks are covered. Special project funding allocation will be determined by the hourly rate provided by the Service Provider plus the expected duration of work, equipment, and products. The Service Provider shall submit a proposed schedule to the City Landscape Maintenance Manager in advance of scheduling the following activities: aeration, dethatching, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf. An additional schedule outlining the weekends, holidays and special events coverage shall be completed by Service Provider.

The Service Provider shall maintain all landscape within the project site list. The project sites shall be reviewed every week for landscape maintenance standards.

1. Emergency Information - The Service Provider shall provide the following emergency information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

- Name of authorized representative at the job site.
- Address and telephone number where the above person can be reached twenty-four (24) hours a day.
- Address of the nearest office of the Service Provider, if any, and the name and telephone number of a person at that office who is familiar with the project.

- Address and telephone number of the Service Provider's main office and the name and telephone number of the person at that office familiar with the project.

2. Submittals - The Service Provider shall provide the following:

- a. Work Schedule. Service Provider shall provide a detailed work plan and schedule for each week and month to the Parks and Open Space Manager or authorized representative. The weekly tasks shall be daily, reoccurring tasks that need to be addressed often, and the monthly tasks shall consist of rarer or special project tasks at higher levels. This work plan is to be submitted before the first (1st) of every month and will include days, times, locations, and other pertinent details of the Service Provider's planned operations; and
- b. Completed all Exhibits in the proposal package.

3. Soils Tests-Soils tests will be obtained and tested by the City. The Service Provider will not receive payment for soils tests performed without City authorization.

4. Substitute Products - Equipment or products which do not conform to project drawings, specifications or as specified herein must be submitted to and approved in writing by the City prior to installation. All paper products shall be in compliance with the City of Goleta's Municipal Code.

1. Weekly Checklist - Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

2. Monthly Checklist - Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

3. Annual Checklist/Special Projects-Annual Maintenance and Special Project tasks shall be fulfilled in the frequency indicated therein or at an as needed basis according to the City's discretion. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

4. Dress Code - The Service Provider shall be responsible for having all employees wear a proper uniform. All employees' hair, beard and dress shall be well-groomed. The proper uniform includes:

- Shoes - Safety boots or shoes in good condition.

- Shirts - All workers shall wear uniform shirts with long or short sleeves with the Service Provider's company name or other identifying marks.

5. Traffic and Road Signs - All trees, shrubs, ground cover, etc. shall be kept trimmed to always keep all signs clearly visible to traffic.

6. Equipment and Labor - The Service Provider shall always furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the City. The monthly maintenance costs are inclusive of equipment and labor.

All maintenance supervisors, foremen and crew leaders shall be able to respond to inquiries from a predominately English-speaking population.

7. Landscape Maintenance Responsibilities- The Service Provider's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification. Special attention shall be paid to the City's green management system, which is designed to eliminate the use of synthetic chemicals and to achieve the prime responsibility. Service Provider will be responsible for pest control at all levels and will be expected to use organic and physical methods to achieve these goals. There will be no synthetic pesticides or urea-based fertilizers used in the contract area. Unauthorized use of such chemicals shall result in a penalty in the amount of \$1,000 per location per occurrence.

8. Standards of Performance -All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will always present a pleasing and desirable appearance. The Service Provider shall provide the City a copy of all work records and receipts of materials used on work sites covered by this contract.

The City's Contract Manager:

1. Shall decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Service Provider fails to promptly carry out;
3. Shall refer any question or doubt relative to the true meaning of the specifications to the City Attorney, whose decision thereon shall be final;
4. Shall secure any separate contract required to accomplish the

City of Goleta
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- work and prevent loss or damage;
- 5. Shall provide control over all insurance and bonds;
- 6. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the materials furnished and the work performed;
 - b. The manner of performance;
 - c. The rate of performance;
 - d. The interpretation of the work specifications;
 - e. The acceptable fulfillment of the contract on the part of the Service Provider;
- 7. Shall direct the inspection and administration of the work;
- 8. Shall have the authority to implement alternative action either by City forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
- 9. Shall recommend and provide documentation regarding all claims and compensation.

9. Termination of Contract- The Contract may be terminated with or without cause by the City at any time with no less than thirty (30) days written notice of such termination. In the event of such termination, the Service Provider shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

This contract may be terminated by the Service Provider only by providing the City with written notice no less than ninety (90) days in advance of such termination.

10. Payment- Payment will be made based on the actual work performed as directed by the Contract Manager based on the unit rate bid for each activity. No separate payment will be made for compliance with the provisions of the Scope of Work. All costs involved with compliance of the Scope of Work shall be considered as included in the Service Provider's unit prices bid for areas included in this contract. Payment is only for work completed in the billing period, usually monthly.

11. Equipment Storage and Staging Area - The Service Provider shall provide for any staging and/or equipment storage areas as required. All costs associated with providing said areas shall be included in the base monthly fee and no separate payment shall be allowed, therefore.

12. All Existing Improvements -All existing improvements shall be always maintained and protected by the Service Provider. Any damages to the existing improvements by the Service Provider shall be replaced or

repaired at Service Providers expense.

(a) 2 - GENERAL MAINTENANCE CARE AND PROCEDURES

1. Licensing - Service Provider shall obtain and maintain all necessary licensing, permits and/or approvals necessary to perform these duties. A City of Goleta business license is required. The Service Provider shall have a C-27 Landscaping Service Provider license, and a landscape irrigation specialist.

2. Existing Utility Improvements - All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Service Provider and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

3. Ongoing Maintenance Requirements - The Service Provider shall:

- a. Weekly perform a maintenance inspection during daylight hours of all facilities within the contract. Such inspection shall be both visual and operational. The operational inspection shall include operation of all lighting and other mechanical systems (back flow preventers, valves, etc.) to check for proper operational condition and reliability.
- b. Monthly meet with the City for a walk-through inspection. The walk-through and monthly reoccurrence may vary depending on the City's needs and schedules. Said meeting shall be at the convenience of the City. In addition, irregular inspections may be made by the City. All corrective work required as a result of an inspection or any irregular inspection by the City shall be accomplished to the satisfaction of the City within three (3) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within twenty-four (24) hours following authorization. The Service Provider shall provide the City with written confirmation of all corrective work.

4. Materials -All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, or be as approved in writing by the City. All materials shall be provided by the Service Provider. Commercial fertilizers shall bear the manufacturer's label and guaranteed analysis. Insecticides, fungicides and herbicides will not be used in the contract areas.

If a question arises as to the need for application of fertilizer or the formulation of a fertilizer, the City shall procure soil samples taken from locations specified by the City. They shall be analyzed by a soil analyst at the City's expense.

5. Plant Material Replacement- It shall be the Service Provider's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials of equal size and quality. The Service Provider, upon the City's authorization, shall remove and replace any tree, shrub, turf, or ground cover which is damaged or lost due to Service Provider or his/her employees' negligence maintenance practices.

Plant materials which must be replaced due to vandalism will be replaced at the City's expense. Service Provider must notify the City in writing within two working days of the loss of plant material due to any cause. Service Provider shall replace damaged plant materials only upon receiving authorization from the City to do so, and bill the City on the subsequent monthly billing statement. All dead plant material shall be left in place until inspected by the City or new plants (replacement) are on site for immediate replacement.

6. Walkways And Play Area Clean-Up (Tot Lots) -

1. Tot-Lots - All sand or wood chip filled play areas (Tot Lots) and other play equipment safety surfaces in parks shall be raked, swept, or blown twice weekly (Monday and Friday) and cleaned in such a manner as to remove broken pieces of glass, nails, other harmful debris and litter. Raking shall redistribute sand or wood chip pushed away from swings or slides as is common in these areas. Report any problems to the City immediately.

2. Walkways -All walkways, concrete, or asphalt, shall be kept clean at all times; in addition to the washing off as noted below, they shall be swept, vacuumed or blown off once a week or more often

if necessary. In all cases sweep or vacuum trash, leaves and other noticeable debris for collection and disposal. At no time shall debris be blown or swept into a street storm drain. The areas involved are specific to contract areas and their adjacent walkways.

Clean-up work shall be coordinated with mowing or other maintenance work in the contract area. All gutters within the contract area shall be kept clean of weeds, grass clippings and miscellaneous debris. All grass clipping shall be removed and disposed of (not scattered) from gutters the same day mowing and trimming takes place.

All walks shall be kept free of dirt, leaves, and other debris from the maintenance operations, as well as trash and litter blown by the wind or deposited by persons passing by or visiting the contract area. Debris shall be collected daily. All paper, trash, etc., shall be dumped off-site in a legal manner by the Service Provider.

Walkways shall be hosed off in place of sweeping or blowing only when the City directs such action. Care shall be taken so that clean-up operations do not inhibit or endanger any persons utilizing the contract area. This work shall be scheduled to coincide with mowing or other maintenance work in the area. Any dirt or stains caused by the work shall be removed at the Service Provider's expense.

Accepted safety procedures shall be followed including signing and roping off areas as necessary. Should the Service Provider's work be disrupting to regular traffic flow, it shall be rescheduled to a more convenient time.

7. Drainage - All surface drainage devices such as concrete "V" ditches, bench drains, swales, etc., shall be routinely inspected per schedule and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning. All inlets shall be kept free of all matter which would preclude complete and adequate functioning.

All underground park area drainage devices shall be routinely inspected and cleaned of all foreign matter to maintain their function prior to the onset of winter and on an as needed basis.

All eroded areas impacting drains shall be repaired by replacement of topsoil to restore to original grade with City's written approval. All repairs shall be inspected and approved by the City.

8. Park Facilities -All park facilities shall be maintained in accordance with the standards included herein.

1. General - Report any damage to tables, benches, and other park accessories to the City as soon as possible. Cleaning tables, picnic areas, and benches is not a part of this landscape maintenance contract. It will be performed by another service provider.

2. Parking Lots- Parking lots exist at Stow House, Stow Grove Park, Jonny D Wallis Park, and Santa Barbara Shores (Ellwood). These areas shall be serviced weekly for trash and kept free of debris. Lots may be cleaned with a leaf blower or broom. Washing will not be a part of this bid. In general parking lots are maintained as walkways.

3. Tennis Courts - Tennis courts shall be cleaned weekly. The use of a blower is preferred to washing. The courts shall be hosed off in place of sweeping or blowing only when the City directs such action.

4. Picnic Reservation Areas - Picnic table maintenance is not a part of this landscape maintenance contract.

5. Barbeque Pits - Barbeque pit maintenance is not a part of this landscape maintenance contract.

6. Restrooms - Restroom maintenance is not a part of this landscape maintenance contract.

7. Drinking Fountains- Drinking fountain maintenance is not a part of this landscape maintenance contract.

8. Trash - Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the park

facilities shall be collected daily. The Service Provider shall remove litter or debris in any landscape areas immediately. The landscape maintenance Service Providers do not need to service trash and recycling cans, this task will be performed by another service provider.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site into recycling facilities the same day the debris is accumulated. City of Goleta Municipal Code 8.10.860 Requirements for Haulers and Facility Operators states compliance as:

<https://library.gcode.us/lib/goleta-ca/pub/municipal-code/item/title-8-chapter-8-10-article-v-8-10-860>

Trash and recycling-can servicing does is not a part of this Scope of Work.

9. Decomposed Granite or Sand and Wood Chip Areas - These areas shall be checked monthly for proper level (fill) of materials to match existing. Added material shall be furnished and placed upon written authorization of the City at no cost to the Service Provider. All areas filled with decomposed granite, sand, or wood chips, shall be maintained by the Service Provider by monitoring the aesthetic. Any litter in these areas shall be removed by the Service Provider immediately.

10. Community Center – Maintenance of the front of the Goleta Community Center is part of the landscape maintenance contract. These facilities shall be maintained in accordance with the standards previously described and detailed below. Activities may include, but are not limited to mowing, edging, raking, litter removal.

11. Community Gardens – Maintenance of Armitos Park community garden is part of the landscape maintenance contract. These facilities shall be maintained in accordance with the standards previously described and detailed below. Activities may include but are not limited to managing compost bins to ensure they are not overfilled and located in the proper location, clearing out abandoned community gardens upon request by City of Goleta staff, maintenance of common areas and shared landscaped portions of the properties.

9. Trees - Tree pruning over twelve (12) feet in height from the ground is not a part of this maintenance contract. Clearance of walkways, signage and structures shall be maintained by the Service Provider for all trees up to twelve (12) feet in height from the ground. Tree pruning shall adhere to the **ANSI** A300 pruning standard.

10. Landscape Lighting Facilities - The landscape lighting maintenance work is not a part of this contract.

11. Weed Control -

- a. Requirements - The City is committed to a Green system of maintaining weed control in the parks and open spaces without the use of pesticides.

The use of any chemicals for weed control in any of the parks or open spaces shall not be allowed. The unauthorized use of any pesticides shall result in a penalty in the amount of \$1000 per location per occurrence.

Weeds may be controlled by hand pulling, mechanical removal or mowing. The Service Provider shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be done on a weekly basis and shall include removal and disposal of any undesirable or misplaced plant. In addition, all walls, fences, and other structures that do not have cultivated beds adjacent thereto shall be maintained for weed control. Service Provider shall notify the City of any weed problems impacting these specifications. An evaluation of the impacts of any infestation reported will be conducted by the City. Bermuda grass and other noxious weeds (where not existing at the beginning of the contract) shall not be allowed to become established.

- b. Shrubs - Weeds shall be removed from beds regularly, no less than once a week, as stated.
- c. Ground Cover- Weeds shall be removed completely, on a regular basis, as stated, no less than once a week.

- d. Paved Areas - All joints and cracks in sidewalks, curbs and gutters, and other paved areas shall be kept weeded, on a regular basis, as stated, no less than once a week. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.
- e. Open Parkways - All open parkways in the contract area shall be kept free from weeds (areas where there are not existing landscape improvements).

12. Safety and Traffic Control -

- a. Requirement - Service Provider shall be always responsible during work in City streets for the safety of work crews and the traveling public.
- b. Traffic Control/Lane Closures - Service Provider shall submit the following detailed plans for approval by the Public Works Director, or their assigned designee:
 - 1. Work schedule per section 1.2a above; and
 - 2. Proposed lane/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.
- c. Santa Barbara County- Sheriff's Department will be provided with a copy of the approved traffic plans listed above and shall be notified immediately of any changes or variations as the work proceeds.

13. Maintaining Facilities in Winter -

- a. Requirement - Service Provider shall be always responsible for park maintenance under winter conditions, including but not limited to: rain, wind (<30mph), sleet, hail, snow.

- b. Hazards- Check all areas for hazards including but not limited to flooding, fallen tree limbs, clogged storm drains, flooded turf. For fallen limbs refer to Section 6 Defensive Space Mowing, downed trees, and graffiti.
- c. Storm Drains- Check all storm drains and remove any blockages. Ensure they are functioning properly, if not, contact City of Goleta Staff immediately.
- d. Flood - Service Provider shall identify any flooded areas, report them to the City of Goleta staff immediately and utilize caution tape to reduce risk to visitors.

(b) 3 - RODENT CONTROL

1. General - When rodent infestation becomes evident, the Service Provider shall at once notify the City. Rodent control shall be done utilizing trapping under the direction of the City. All dead rodents shall be properly disposed of off-site.

2. Trapping - Trapping may be done in any season using an approved rodent trap under the direction of the Contract Manager. The cost of trapping when directed by the Contract Manager shall be included in other bid items and no separate payment shall be made therein.

The Service Provider shall control all pests including but not limited to, gophers, moles, ground squirrels, and snails. The Service Provider will repair any and all damage done to turf, landscape and soil by activities of controlled pests.

- 1. Area Repair - Following rodent extermination, damaged areas shall be filled and restored to a level surface then replanted as it was before with approval of the City.

(c) 4 - DISEASE AND PEST CONTROL

1. Inspection and Control Measures Requirements - The City is committed to Green management system of maintaining pest control in the parks and open spaces without the use of pesticides.

The use of any chemicals for pest control in any of the parks or open spaces shall not be allowed.

The Service Provider shall provide complete and continuous control of all plant pests or diseases; and shall do so by pruning or removing problem plant material rather than spraying any insecticide. Approved control measures shall be continued until the disease or pest is controlled to the satisfaction of the City. The Service Provider shall utilize all safeguards necessary during disease or pest control operations to ensure safety of the public and the employees and agents of the Service Provider. Service Provider shall check all plant material in landscaped areas regularly, (once a week at a minimum) and report any infestation to the City.

No synthetic insecticides, fungicides, pesticides, or rodenticides will be used in parks and open spaces. Service Provider shall notify the City of any pest infestation that impacts structures. An evaluation of the impacts of any infestation or control measures reported will be conducted by the City.

Structural pest control is not a part of this contract.

At no time shall snail bait in any form be used at "Green Parks". Important alternative snail control to baits can be found at the University of California's Integrated Pest Management web site: <http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7427.html>.

(d) 5-LAWN CARE

1. General - Lawns shall be maintained in the healthiest growing condition possible.

2. Mowing - Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. All turf areas should be cut at regular intervals, a minimum of once every 7

City of Goleta

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days. The turf shall never be cut more than 1/3 off the top growth or approximately 1-inch at any one mowing. Service Provider shall mow the turf areas at a frequency of no less than once a week to a height that ensures proper turf health. At no time will turf height exceed 2- 1/2 inches. Clippings must be mulched into the lawn. Any facility with a partially irrigated lawn and an adjacent non-irrigated lawn area will be kept evenly mowed.

The cutting edge of all mowers shall be kept sharp. Torn grass blades have a brown "haze" appearance, which is not acceptable. Brushing or rough cutting of grass shall not be permitted except as noted. Avoid scalping except during lawn area renovations.

Jonny D Wallis Neighborhood Park and the Goleta Valley Community Center Multi-Purpose Field will be cut using a reel type mower and to the industry standards for the specific varieties of grass.

Mowing Heights for Grass Type:

Season	Minimum Height	Maximum Height
Warm	¾ Inches	1 Inch
Cool	1 ½ Inches	2 ½ Inches

3. Failing Lawn Areas - Labor and materials shall be provided by the Service Provider to reseed or re-sod failing lawn areas upon discovery of failure. Lawn seed for reseeding shall match existing lawn mixture. The Service Provider is responsible for restoring all failed lawn areas to original grade.

4. Trimming-All edges shall be trimmed with each mowing (same day as mowing) and as necessary. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.

The trimming shall be done by vertical knife power edger or by hand, but in no case will soil sterilant or other types of herbicides be permitted for

use in edging. "Weed Eaters" or similar equipment shall not be used for lawn edging. Clear space around trees shall be 8- inches from the base of the tree. No herbicide is to be used to trim around the trees or walls. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings, and other structures. Damage done by the Service Provider during maintenance shall be promptly reported to the City and repairs promptly made at the Service Provider's expense.

5. Equipment Cleaning and Condition- To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Service Provider shall thoroughly clean equipment that was used at another site prior to mowing or edging any areas on site.

6. Clipping Disposal - Clippings shall be mulched into turf areas and not disposed of off- site by use of self mulching mowers. Curbs, gutters, sidewalks, etc., shall be cleaned after each trimming by sweeping and containment or other approved methods. Sidewalks shall be washed down only when the City directs such action. All clippings must be disposed of in recycling systems at the local landfill or an approved composting facility.

7. Watering Turf - Water shall be applied as needed (as weather conditions require) to maintain proper growth and replenish soil moisture within the root zone. All applications of water shall be between the hours of 10:00 p.m. and 6:00 a.m., as a water conservation measure. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Service Provider's responsibility to apply the water evenly. In the event of automatic irrigation disruption, the Service Provider shall hand water lawn and ground cover areas at a minimum of twice per week in the winter and four times per week in the summer. Water run-off across pavement surfaces and into gutters shall be avoided.

8. Fertilization - Lawns shall be fertilized at least three (3) times a year. Non-irrigated turf areas shall not be fertilized as a part of this contract. Applications shall be of an organic fertilizer in January, May, September at the rate of 1 pounds per 1,000 square feet.

The City may from time-to-time, adjust or change the fertilization specifications contained herein because of consultation with Service Provider or recommendations of a horticultural soils and plant laboratory report for each site.

All fertilization shall be included with the landscape maintenance of each area. The Service Provider shall supply and transport all required fertilizers as a part of his/her contract costs.

No synthetic fertilizers will be permitted in any parks. These sites will be fertilized with an organic fertilizer with each aeration where irrigation exists. Organic fertilizers from sources such as bat guano, chicken manure and worm castings with a guaranteed analysis ratio of 2-1-1 applied at manufacturers recommended rates.

9. Aeration -All lawn (turf areas with irrigation) areas shall be aerated during the months of May and January by removing 1/2-inch diameter by 3-inch deep cores at not more than 6- inch spacing with an aerator machine. Cores shall be removed in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated as necessary.

All damaged areas larger than 4-inches X 4-inches shall be seeded on an as-needed basis, at no additional cost to the City.

10. Dethatching - All turf areas shall be dethatched in September. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. All thatch and debris shall be immediately (by end of the working day) removed upon completion. Excessive turf buildup shall be removed during dethatching. Denuded areas shall be reseeded per Section 5.3.

Along curbs and walks, dethatch to 1-inch below top of curb or walk. Where this is not considered possible, as determined by the City, dethatching will be allowed up to, but no higher than, 1-inch above curb or walk. Uniformly taper grade from edge of curb or walk to daylight to existing grade at 3 feet perpendicular to curb or walk.

1. Weed Control - Refer to Section 2.11.

2. Trash Collection and Disposal - Refer to Section 2.8.8.

(e) 6 - DEFENSIVE SPACE MOWING, DOWNED TREES, AND GRAFFITI

1. Defensive Space Mowing - Defensive space mowing shall occur seasonally when weeds, grasses, or other similar plants become a fire hazard. This type of mowing is dependent on the amount of rain, whereas, the wetter seasons shall be mowed more often than the drier seasons, always aiming to reduce the amount of potential wildfire fuel.

a. Aside from defensive space mowing, the Service Provider shall conduct other fuel management practices with the guidance from the City before conducting these tasks.

2. Downed Trees -Any downed tree blocking or hindering public use shall be reported to the City for removal by others.

3. Graffiti - Graffiti anywhere in the open spaces shall be reported to the City immediately. This contract does not include graffiti removal.

(f) 7- GROUND COVER CARE

1. General - Ground cover beds shall be maintained in an attractive condition at all times. All ground covers shall be inspected weekly and all debris including leaves, branches, paper, bottles, etc., shall be removed.

2. Mulch and Compost - According to the Goleta Municipal Code Chapter 8.10.900 Procurement Requirements for City Departments, Direct Service Providers, and Vendors, all service providers of landscape maintenance must follow the mulch and compost code here: https://library.gcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10- article_v-8_10_900

Edging -All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by City and shall be thinned out as needed to avoid matting and to achieve a uniform appearance. Ground cover shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Ground cover shall be removed from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc., for aesthetic reasons.

Invasive species such as *Lonicera japonica*, Honeysuckle, and other vine type ground cover shall be pruned a minimum of three times a year by selectively cutting branches at the tops of the plant mass two (2) to three (3) feet back from the curb, walk, walls or turf areas, tapering down to an area 2 to 3-inches behind curb, etc., cutting these branches off at the soil level.

3. Watering - Service Provider shall be cautious to not over water shrub and ground cover areas. Enough water shall be applied to assure moisture penetration throughout the root zone to a depth of approximately 8-inches. Irrigation systems shall be programmed to maintain a precipitation of 1/2-inch per week during the growing season. During rainy periods the irrigation sequence shall be discontinued.

4. Fertilization - Vigorous growth and good color shall be maintained at all times. All ground cover beds shall be fertilized a total of three (3) times per year, during the months of January, May, and September, using a organic fertilizer with an analysis of 2-1-1, at the rate of 1 pounds per 1,000 square feet. No synthetic fertilizers are permitted in parks. Fertilization in all parks shall be an organic fertilizer. Organic fertilizers from sources such as bat guano applied at manufacturers recommended rates.

5. Annual Color Replacement-Annual color replacement is not a part of this maintenance contract.

6. Trash Collection and Disposal - Refer to Section 2.8.8.

7. Weed Control - Refer to Section 2.11.

8. Disease and Pest Control - Refer to Section 4.

(g) 8-TREE CARE

1. General -All trees shall be checked by the Service Provider weekly for damage, special water needs, etc., and treated as necessary or reported to the City for tree trimming needs. Undesirable conditions shall be eliminated by improved landscape maintenance practices. The Service Provider shall maintain trees in a healthy condition at all times.

2. Tree Trimming for Clearance - Once per month Service Provider shall inspect all street trees adjacent to contract areas for limbs which impede sight distance or truck clearance or interfere with utilities. Trimming is Service Provider's responsibility for any work less than twelve (12) feet in height. Tree maintenance over twelve (12) feet will be by other service providers.

3. Watering Basins - Watering basins shall be properly maintained on all trees, shrubs and vines on drip irrigation systems. Failure of the system to provide enough deep moisture will not alleviate the Service Provider from providing adequate moisture.

4. Staking and Tying - Tree stakes and ties shall be checked by Service Provider at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4-inches, removal of stakes and guys should be considered. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any stakes or tree ties shall be removed. The trees shall remain supported for a period of time to observe structural stability of the tree. Tree stakes shall be removed only when tree has been proven to be structurally stable.

All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. Service Provider shall adjust, as needed, to retain taut position, until such time when guying is removed. All trees that are damaged due to improper staking or tying shall be replaced at the Service Provider's expense. Broken stakes and damaged guys shall be replaced as required.

5. Plant Replacement-Any tree and shrub that appears to have more than half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Service Provider shall check plant for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement plants shall be of a size, condition, and variety acceptable to the City. The Service Provider shall pay for all replacement plants including materials, transportation, and labor, and

then be reimbursed by the City at cost plus maximum 15% markup fee. All receipts for purchases shall be required for reimbursements.

(h) 9 - SHRUB AND VINE CARE

1. General -All shrubs and vines shall be checked weekly for breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated by improved landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Service Provider shall remove all spent flowers, flower spikes, leaves and debris from contract areas weekly, and shall hose off all plant material monthly to remove accumulated dirt and soot.

2. Pruning - Pruning shall be performed as a continuous on-going operation and shall be done under the direction of the City's Parks and Open Space Manager; not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning, and training are functions to be done as needed to maintain a pleasing appearance.

All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses, not individual shrub forms or standards. Pruning shall be done by selectively removing woody stems from inside shrubs

on an as-needed basis, and as directed by the City's Parks and Open Space Manager. Excessive pruning or stubbing back will not be permitted. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the Parks and Open Space Manager. Shrubs shall be pruned and thinned using hand-held shrub pruners, hedge shears and clippers.

Where trees and shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.

3. Trash Collection and Disposal - Refer to Section 2.8.8.

4. Rodent Control - Refer to Section 3.

5. Disease and Pest Control - Refer to Section 4.

6. Fertilization - Shrubs located in ground cover areas shall not require additional fertilizing. Refer to Section 7.5 for fertilization application in ground cover areas. Shrubs and vines not located in ground cover areas shall be fertilized per Section 7.5.

7. Weed Control - Refer to Section 7.7.

8. Watering - Refer to Section 7.4 and 8.3.

9. Plant Replacement- Refer to Section 8.5.

(i) 10-IRRIGATION SYSTEMS CARE

1. General - The Service Provider shall receive all irrigation systems in sound working order at the beginning of the contract. If the working order of any system is found to be otherwise at the start of work, the City shall be notified in writing immediately and necessary repairs shall be ordered within the limitations of the budget available to the City. Therefore, repairs shall not occur prior to City authorization.

At the close of the contract period, all irrigation systems shall be checked by the City and shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Service Provider at no cost to the City.

2. Irrigation Repair and Operation - Irrigation system components deteriorating due to damage by vandalism or as a result of Service Provider's neglect shall be repaired or replaced immediately by the Service Provider at no cost to the City. The Service Provider shall notify the City in writing the same day of discovery of damage to irrigation system components caused by unknown acts that do not result from the performance of the work by the Service Provider, and upon receipt of the City's written authorization, the Service Provider shall repair said damage as soon as possible after authorization, billing City for the cost of such repair on the subsequent monthly billing statement. Failure to report promptly any damages will require Service Provider to make repairs at his own expense. All replacement of irrigation system components shall be original equipment types where known. All substitutions for replacement

equipment shall be approved in writing by the City prior to performing the work.

- a) Irrigation shall be performed by the use of automatic irrigation systems, where available and operable. However, failure of existing irrigation systems to provide full and proper coverage shall not relieve the Service Provider of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. Service Provider shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants and ground covers when automatic or other systems are not functioning.
- b) All damages to public or private property resulting from excessive irrigation water or irrigation water run off shall be charged against the monthly contract payment unless immediate reparation is made by the Service Provider to the satisfaction of the City.
- c) The Service Provider shall keep controller and valve boxes clear of solids and debris and shall maintain the irrigation system including the replacement, repair, adjustment, raising or lowering, straightening, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes but is not limited to: system laterals (piping), head caps, head risers, valves covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs and batteries. Irrigation maintenance does not include long-term wear and tear.
- d) Repairs to or replacement of mains (pressure lines), controllers and control valves will not be at Service Provider's expense. All substitutions for replacement equipment shall be approved in writing by the City prior to performing the work.

3. Controller Programming - Controllers shall be set for the maximum operating time for each valve. The valve time should be set for less time than it takes irrigation run-off to occur. Controllers should then be set for the maximum start times required for all stations to deliver optimum amounts of irrigation water within the watering time available.

4. Systems Monitoring - The Service Provider shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system. Authorization must be obtained from the City in writing before proceeding with work not covered under normal maintenance work. All landscaped areas shall be irrigated by an operable irrigation method until all authorized repairs have been completed to the City's satisfaction.

Each system shall be checked by the Service Provider weekly and all necessary adjustments to heads which throw onto roadways, walks, windows, or out of intended area of coverage shall be reported and corrected. The Service Provider shall clean and adjust

irrigation heads as needed for proper coverage. Each system shall be manually operated and observed on a monthly basis.

The Service Provider shall turn off irrigation systems during periods of rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of horticultural acceptable maintenance practices.

5. Acceptance of Irrigation Systems - The intent of the contract is to require the Service Provider to maintain the irrigation systems as a part of the contract price. Irrigation maintenance for this Scope of Work does not include maintenance or replacing irrigation systems of long-term wear and tear but instead to report irrigation leaks, report watering schedules, replace parts broken parts not related to long-term wear and tear, and track watering data such as water amount, frequency, and locations.

The Service Provider shall report to the City the condition of each irrigation system within the first ninety (90) days of the contract. Repairs must be authorized in writing before any work begins. When sufficient repairs have been made the Service Provider will accept the systems in writing.

6. Coverage/Application - Generally, watering shall be done at night, between the hours of 11 p.m. and 6 a.m., unless otherwise directed by the City. The Service Provider shall operate systems and irrigation heads as seasonal conditions require. During extremely hot weather, over-extended holiday periods and during or following breakdown of systems, the Service Provider shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or

malfunctions exist, the Service Provider shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

7. Soil Moisture Tests - For irrigation purposes, the Service Provider shall test the soil in turf and ground cover areas and around trees and shrubs monthly or as necessary with soil probes. to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary.

The Service Provider shall make the soil probe available at all walk-through inspections.

8. Valve Box Cleaning and Inspection -All valve boxes for shut-off valves, remote control valves, pressure relief valves, etc., shall be inspected every six months for condition, including siltation and build-up within the box. Silt and debris shall be removed and clean gravel used for replacement. The bottom of all valves shall be exposed.

9. Grass and Ground Cover Trimming - Grass and ground covers shall be neatly trimmed away from irrigation heads to ensure proper coverage and operation. Edge-cutting of sprinkler heads adjoining back of curb shall maintain a maximum turf height of ½-inch to allow proper sprinkler head operation and irrigation coverage. As

necessary, turf immediately adjacent to irrigation heads shall be trimmed, as directed by the City and under no circumstances shall an area larger than the head diameter be removed. Weed or turf killer shall not be used. Ground covers shall be trimmed away from irrigation heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

10. Maintenance Work Not Included - Testing, certification, and service of the backflow prevention shall be done by others and coordinated by the City. However, it shall be the Service Provider's responsibility to notify the City, should a malfunction occur.

(j) 11 - MONTHLY MAINTENANCE REVIEW AND PAYMENT

1. Review - Each month of contracted maintenance shall be reviewed by the City to confirm adherence to these specifications. Checklists and schedules referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the City by the Service Provider a minimum of five working days prior to the anticipated review date. The monthly maintenance site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).

2. Payment - For all the services the Service Provider is obligated to perform under the terms of this contract, the City shall pay to the Service Provider a standard rate every month plus any additional or special project tasks.

1. The Service Provider shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Service Provider wishes to have it picked up by an authorized representative. The amount paid to Service Provider each month for the Landscape Maintenance herein provided shall be the total compensation payable.

2. An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

3. Monthly Cost- The Service Provider shall complete regular daily, weekly, and monthly tasks at a consistent schedule. Outside of special projects, special tasks, overtime, or specialized maintenance staff, the monthly cost should be consistent.

(k) 12 - SPECIAL PROJECTS

1. Special projects for landscape maintenance may include but are not limited to: replanting planter beds, re-seeding grass lawns, defensive space mowing, replanting at Stow Grove, etc. All special projects will be based on the Service Provider's hourly rates provided in their proposal.

(l) 13 - CHECKLISTS

All checklists shall be in compliance with the standards described in this Scope of Work.

1. Weekly Checklist

- a. Weed removal (no pesticides allowed) of Shrubs, ground cover, paved areas, and open parkways
- b. Pest/rodent control inspection and reports to City (ground squirrel/gopher holes, etc.)
- c. Mow turf lawns
- d. Water lawns
- e. Remove accidental trash in landscape areas
- f. Maintain drainage systems
- g. Joint and crack sidewalk maintenance
- h. Maintain sand and wood chip areas
- i. Tot-Lot inspection and maintenance (2x per week)
- j. Walkway access inspect and maintenance (2x per week)

2. Monthly Checklist

- a. Irrigation inspection/tests
- b. Report irrigation watering schedules
- c. Equipment and product maintenance (blade maintenance, refuel machines, etc.)
- d. Fresh mulch where needed
- e. Replanting where necessary
- f. Prune trees and shrubs for clearance
- g. Tree staking and tying inspection
- h. Decomposed granite or sand and wood chip refill in low areas

3. Annual Checklist/Special Projects

- a. Dethatching
- b. Fertilize where necessary
- c. Rodent trapping/control
- d. Soil moisture test
- e. Replanting where necessary
- f. Establish long-term irrigation solutions for old and worn-out systems
- g. Defensive mowing to reduce wildfire fuel
- h. Fuel management techniques
- i. Re-seed/re-grass turf lawns
- j. Enhance Parks and Open Spaces entrances

4. Immediate Reports to the City Parks and Open Space Manager
 - a. Downed trees/limbs
 - b. Graffiti

- c. Encampments
- d. Irrigation leaks, defects, or malfunctions
- e. Flooding
- f. Storm drain blockages
- g. Dead plants
- h. Illegal trash dumping
- i. Damages, dangerous, broken, or malfunctioning children's equipment, Tot-Lots, or playgrounds
- j. Damage to tables, benches, and other park accessories
- k. Weed infestations
- l. Disease, pest, or rodent infestations
- m. Damage done by the Service Provider during any maintenance

EXHIBIT B-1 SCHEDULE OF FEES

Hourly Rates:	
Landscape (Full-Time):	\$44.81
Weekend & Holiday Rate	\$63.35
Total Annual Rate	\$101,858.76
Irrigation Specialist (Minimum 2 days a month)	\$131.13
Weekend & Holiday Rate	\$185.40
Total Annual Rate	\$31,353.69

All labor cost including at least two (2) crews, with at least three (3) per crew, and at least 1(1) landscape specialist that works minimum two (2), eight (8), hours shift a month; equipment cost; overhead cost; insurances; and other agreed upon costs between Envirosaping Inc., and City of Goleta.

Proposed Contract Amounts Per Fiscal Year				
Fiscal Year	Base Contract	Annual On Call Work	Materials Cost	SUBTOTAL
FY 2022-2023	\$357,760	\$50,000	\$9,860	\$402,620
FY 2023-2024	\$552,739	\$80,000	\$9,860	\$642,599
FY 2024-2025	\$569,321	\$85,000	\$9,860	\$664,182
			SUBTOTAL FY 22-24	1,709,401
FY 2025-2026	\$642,506	\$50,000	\$9,860	\$702,366
FY 2026-2027	\$661,781	\$80,000	\$9,860	\$751,641
			SUBTOTAL FY 25-27	1,454,008
			TOTAL	\$3,163,409

ATTACHMENT 4

General Services Agreement No. 2022-097 with Envirosclaping, Inc.

2022-097

Project Name: Landscape Maintenance for City Parks

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ENVIROSCAPING, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 1st day of November, 2022, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and Enviroscaping Inc., a California corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing landscape maintenance services in conjunction with the Landscape Maintenance for Parks 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 1st 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 landscaping maintenance, 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 **\$1,709,401**, and **SHALL NOT EXCEED** the sum of **\$1,709,401** over the life of the Agreement, 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,"** 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 Thompson.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$1,709,401. 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.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Joe Mora, Manager, 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 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 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

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:

City of Goleta
Parks and Open Space Agreement with Enviroscaping Inc.
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TO CITY: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Enviroscaping, Inc.
340 Pine Avenue
Goleta, CA 93117

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 whereof, 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

Robert Nisbet, City Manager

SERVICE PROVIDER

DocuSigned by:

Gerardo Mora

Gerardo Mora, President of
Enviroscaping, Inc.

ATTEST:

DocuSigned by:

Deborah Lopez

Deborah Lopez, City Clerk

DocuSigned by:

Felipe Mora

Felipe Mora, CFO of Enviroscaping, Inc.

**APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY**

DocuSigned by:

Winnie Cai

Winnie Cai, Assistant City Attorney

**EXHIBIT A
SCOPE OF WORK**

1 – BID ITEM SPECIFICATIONS: SCOPE OF WORK

This Scope of Work establishes the standards for the landscape maintenance of the Parks and Open Spaces within the City of Goleta. This shall include but not be limited to mowing, tree maintenance (12ft and under), irrigation management, irrigation system maintenance, irrigation system repair, and shrub and ground cover maintenance. The intent of this specification is to provide on-going landscape maintenance services to ensure the long-term health, visual attractiveness of the City’s landscaped parks, natural open spaces, playgrounds, and play courts.

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. The Service Provider's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards in a pesticide free environment and the objectives as set forth in this specification.

The Service Provider shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to: trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, deep root watering, plant replacements, renovation and cleanup of drainage facilities using landscape maintenance procedures. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

Crew Standards – The City requires a minimum of two (2) landscape maintenance crews with at least three (3) maintenance workers on each crew, totaling a minimum of six (6) staff members from the Service Provider Monday through Friday, excluding City Holidays. The Service Provider shall provide one (1) leader per crew who is proficient in English and can interface with City staff. The Service Provider shall have at least one (1) on-call landscape irrigation specialist who works at minimum two (2) eight (8) hour days a month, maintaining the irrigation systems.

Number of Landscape Crews	Landscapers per Crew	Leader per Crew	On-Call Staff
2 Crews (Minimum)	2 Crew Members	1 Leader	1 Irrigation Specialist (Estimated 2 days per month)

The Service Provider shall submit hourly rates, no less than the prevailing wages, for each unique position and the total monthly cost of the crews, including equipment, vehicles, fuel, and tools provided by the Service Provider, based on the Scope of Work. The Service Provider shall provide hourly rates for weekends and holidays.

The City is allocating special project funding to ensure all necessary tasks are covered. Special project funding allocation will be determined by the hourly rate provided by the Service Provider plus the expected duration of work, equipment, and products. The Service Provider shall submit a proposed schedule to the City Landscape Maintenance Manager in advance of scheduling the following activities: aeration, dethatching, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf. An additional schedule outlining the weekends, holidays and special events coverage shall be completed by Service Provider.

The Service Provider shall maintain all landscape within the project site list. The project sites shall be reviewed every week for landscape maintenance standards.

1. Emergency Information – The Service Provider shall provide the following emergency information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

- Name of authorized representative at the job site.
- Address and telephone number where the above person can be reached twenty-four (24) hours a day.
- Address of the nearest office of the Service Provider, if any, and the name and telephone number of a person at that office who is familiar with the project.
- Address and telephone number of the Service Provider's main office and the name and telephone number of the person at that office familiar with the project.

2. Submittals – The Service Provider shall provide the following:

- a. Work Schedule. Service Provider shall provide a detailed work plan and schedule for each week and month to the Parks and Open Space Manager or authorized representative. The weekly tasks shall be daily, reoccurring tasks that need to be addressed often, and the monthly tasks shall consist of rarer or special project tasks at higher levels. This work plan is to be submitted before the first (1st) of every month and will include days, times, locations, and other pertinent details of the Service Provider's planned operations; and
- b. Completed all Exhibits in the proposal package.

3. Soils Tests – Soils tests will be obtained and tested by the City. The Service Provider will not receive payment for soils tests performed without City authorization.

4. Substitute Products – Equipment or products which do not conform to project drawings, specifications or as specified herein must be submitted to and approved in writing by the City prior to installation. All paper products shall be in compliance with the City of Goleta's Municipal Code

5. Weekly Checklist – Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

6. Monthly Checklist – Routine maintenance tasks shall be fulfilled in the frequency indicated therein. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

7. Annual Checklist/Special Projects – Annual Maintenance and Special Project tasks shall be fulfilled in the frequency indicated therein or at an as needed basis according to the City's discretion. Adherence to the schedule will be monitored, reviewed and verified each month with the City and the Service Provider.

8. Dress Code – The Service Provider shall be responsible for having all employees wear a proper uniform. All employees' hair, beard and dress shall be well-groomed. The proper uniform includes:

- Shoes - Safety boots or shoes in good condition.
- Shirts - All workers shall wear uniform shirts with long or short sleeves with the Service Provider's company name or other identifying marks.

9. Traffic and Road Signs – All trees, shrubs, ground cover, etc. shall be kept trimmed to always keep all signs clearly visible to traffic.

10. Equipment and Labor – The Service Provider shall always furnish and maintain sufficient labor and equipment to perform the work of this contract. The equipment shall be subject to the inspection and approval of the City. The monthly maintenance costs are inclusive of equipment and labor.

All maintenance supervisors, foremen and crew leaders shall be able to respond to inquiries from a predominately English-speaking population.

11. Landscape Maintenance Responsibilities – The Service Provider's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification. Special attention shall be paid to the City's green management system, which is designed to eliminate the use of synthetic chemicals and to achieve the prime responsibility. Service Provider will be responsible for pest control at all levels and will be expected to use organic and physical methods to achieve these goals. There will be no synthetic pesticides or urea-based fertilizers used in the contract area. Unauthorized use of such chemicals shall result in a penalty in the amount of \$1,000 per location per occurrence.

12. Standards of Performance – All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of maintenance that will always present a pleasing and desirable appearance. The Service Provider shall provide the City a

copy of all work records and receipts of materials used on work sites covered by this contract.

The City's Contract Manager:

1. Shall decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Service Provider fails to promptly carry out;
3. Shall refer any question or doubt relative to the true meaning of the specifications to the City Attorney, whose decision thereon shall be final;
4. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
5. Shall provide control over all insurance and bonds;
6. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the materials furnished and the work performed;
 - b. The manner of performance;
 - c. The rate of performance;
 - d. The interpretation of the work specifications;
 - e. The acceptable fulfillment of the contract on the part of the Service Provider;
7. Shall direct the inspection and administration of the work;
8. Shall have the authority to implement alternative action either by City forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
9. Shall recommend and provide documentation regarding all claims and compensation.

13. Termination of Contract – The Contract may be terminated with or without cause by the City at any time with no less than thirty (30) days written notice of such termination. In the event of such termination, the Service Provider shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

This contract may be terminated by the Service Provider only by providing the City with written notice no less than ninety (90) days in advance of such termination.

14. Payment – Payment will be made based on the actual work performed as directed by the Contract Manager based on the unit rate bid for each activity. No separate payment will be made for compliance with the provisions of the Scope of Work. All costs involved with compliance of the Scope of Work shall be considered as included in the Service Provider's unit prices bid for areas included in this contract. Payment is only for work completed in the billing period, usually monthly.

15. Equipment Storage and Staging Area – The Service Provider shall provide for any staging and/or equipment storage areas as required. All costs associated with providing said areas shall be included in the base monthly fee and no separate payment shall be allowed, therefore.

16. All Existing Improvements – All existing improvements shall be always maintained and protected by the Service Provider. Any damages to the existing improvements by the Service Provider shall be replaced or repaired at Service Providers expense.

2 – GENERAL MAINTENANCE CARE AND PROCEDURES

1. Licensing – Service Provider shall obtain and maintain all necessary licensing, permits and/or approvals necessary to perform these duties. A City of Goleta business license is required. The Service Provider shall have a C-27 Landscaping Service Provider license, and a landscape irrigation specialist.

2. Existing Utility Improvements – All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Service Provider and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

3. Ongoing Maintenance Requirements – The Service Provider shall:

- a. Weekly perform a maintenance inspection during daylight hours of all facilities within the contract. Such inspection shall be both visual and operational. The operational inspection shall include operation of all lighting and other mechanical systems (back flow preventers, valves, etc.) to check for proper operational condition and reliability.
- b. Monthly meet with the City for a walk-through inspection. The walk-through and monthly reoccurrence may vary depending on the City's needs and schedules. Said meeting shall be at the convenience of the City. In addition, irregular inspections may be made by the City. All corrective work required as a result of an inspection or any irregular inspection by the City shall be accomplished to the satisfaction of the City within three (3) working days of the authorization to repair the deficiencies, except in the case of a leaking valve which must be repaired within twenty-four (24) hours following authorization. The Service Provider shall provide the City with written confirmation of all corrective work.

4. Materials – All landscape and irrigation materials and equipment used shall conform to the project specifications and Section 212 of the SSPWC, or be as approved in writing by the City. All materials shall be provided by the Service Provider. Commercial fertilizers shall bear the manufacturer's label and guaranteed analysis. Insecticides, fungicides and herbicides will not be used in the contract areas.

If a question arises as to the need for application of fertilizer or the formulation of a fertilizer, the City shall procure soil samples taken from locations specified by the City. They shall be analyzed by a soil analyst at the City's expense.

5. Plant Material Replacement – It shall be the Service Provider's responsibility to maintain all plant materials in a satisfactory manner and to replace dead or severely damaged plant materials of equal size and quality. The Service Provider, upon the City's authorization, shall remove and replace any tree, shrub, turf, or ground cover which is damaged or lost due to Service Provider or his/her employees' negligence maintenance practices.

Plant materials which must be replaced due to vandalism will be replaced at the City's expense. Service Provider must notify the City in writing within two working days of the loss of plant material due to any cause. Service Provider shall replace damaged plant materials only upon receiving authorization from the City to do so, and bill the City on the subsequent monthly billing statement. All dead plant material shall be left in place until inspected by the City or new plants (replacement) are on site for immediate replacement.

6. Walkways And Play Area Clean-Up (Tot Lots) –

1. Tot-Lots – All sand or wood chip filled play areas (Tot Lots) and other play equipment safety surfaces in parks shall be raked, swept, or blown twice weekly (Monday and Friday) and cleaned in such a manner as to remove broken pieces of glass, nails, other harmful debris and litter. Raking shall redistribute sand or wood chip pushed away from swings or slides as is common in these areas. Report any problems to the City immediately.

2. Walkways – All walkways, concrete, or asphalt, shall be kept clean at all times; in addition to the washing off as noted below, they shall be swept, vacuumed or blown off once a week or more often if necessary. In all cases sweep or vacuum trash, leaves and other noticeable debris for collection and disposal. At no time shall debris be blown or swept into a street storm drain. The areas involved are specific to contract areas and their adjacent walkways.

Clean-up work shall be coordinated with mowing or other maintenance work in the contract area. All gutters within the contract area shall be kept clean of weeds, grass clippings and miscellaneous debris. All grass clipping shall be removed and disposed of (not scattered) from gutters the same day mowing and trimming takes place.

All walks shall be kept free of dirt, leaves, and other debris from the maintenance operations, as well as trash and litter blown by the wind or deposited by persons passing by or visiting the contract area. Debris shall be collected daily. All paper, trash, etc., shall be dumped off-site in a legal manner by the Service Provider.

Walkways shall be hosed off in place of sweeping or blowing only when the City directs such action. Care shall be taken so that clean-up operations do not inhibit or endanger any persons utilizing the contract area. This work shall be scheduled to coincide with mowing or other maintenance work in the area. Any dirt or stains caused by the work shall be removed at the Service Provider's expense.

Accepted safety procedures shall be followed including signing and roping off areas as necessary. Should the Service Provider's work be disrupting to regular traffic flow, it shall be rescheduled to a more convenient time.

7. Drainage – All surface drainage devices such as concrete "V" ditches, bench drains, swales, etc., shall be routinely inspected per schedule and kept free of all debris, vegetation, soil, etc., which would preclude proper and intended functioning. All inlets shall be kept free of all matter which would preclude complete and adequate functioning.

All underground park area drainage devices shall be routinely inspected and cleaned of all foreign matter to maintain their function prior to the onset of winter and on an as needed basis.

All eroded areas impacting drains shall be repaired by replacement of topsoil to restore to original grade with City's written approval. All repairs shall be inspected and approved by the City.

8. Park Facilities – All park facilities shall be maintained in accordance with the standards included herein.

1. General – Report any damage to tables, benches, and other park accessories to the City as soon as possible. Cleaning tables, picnic areas, and benches is not a part of this landscape maintenance contract. It will be performed by another service provider.

2. Parking Lots – Parking lots exist at Stow House, Stow Grove Park, Jonny D Wallis Park, and Santa Barbara Shores (Ellwood). These areas shall be serviced weekly for trash and kept free of debris. Lots may be cleaned with a leaf blower or broom. Washing will not be a part of this bid. In general parking lots are maintained as walkways.

3. Tennis Courts – Tennis courts shall be cleaned weekly. The use of a blower is preferred to washing. The courts shall be hosed off in place of sweeping or blowing only when the City directs such action.

4. Picnic Reservation Areas – Picnic table maintenance is not a part of this landscape maintenance contract.

5. Barbeque Pits – Barbeque pit maintenance is not a part of this landscape maintenance contract.

6. Restrooms – Restroom maintenance is not a part of this landscape maintenance contract.

7. Drinking Fountains – Drinking fountain maintenance is not a part of this landscape maintenance contract.

8. Trash – Leaves and other debris from the landscape maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the park facilities shall be collected daily. The Service Provider shall remove litter or debris in any landscape areas immediately. The landscape maintenance Service Providers do not need to service trash and recycling cans, this task will be performed by another service provider.

Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the maintenance operations shall be disposed of off-site into recycling facilities the same day the debris is accumulated. City of Goleta Municipal Code 8.10.860 Requirements for Haulers and Facility Operators states compliance as:

https://library.qcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10-article_v-8_10_860

Trash and recycling-can servicing does is not a part of this Scope of Work.

9. Decomposed Granite or Sand and Wood Chip Areas – These areas shall be checked monthly for proper level (fill) of materials to match existing. Added material shall be furnished and placed upon written authorization of the City at no cost to the Service Provider. All areas filled with decomposed granite, sand, or wood chips, shall be maintained by the Service Provider by monitoring the aesthetic. Any litter in these areas shall be removed by the Service Provider immediately.

9. Trees – Tree pruning over twelve (12) feet in height from the ground is not a part of this maintenance contract. Clearance of walkways, signage and structures shall be maintained by the Service Provider for all trees up to twelve (12) feet in height from the ground. Tree pruning shall adhere to the ANSI A300 pruning standard.

10. Landscape Lighting Facilities – The landscape lighting maintenance work is not a part of this contract.

11. Weed Control –

- a. Requirements – The City is committed to a Green system of maintaining weed control in the parks and open spaces without the use of pesticides.

The use of any chemicals for weed control in any of the parks or open spaces shall not be allowed. The unauthorized use of any pesticides shall result in a penalty in the amount of \$1000 per location per occurrence.

Weeds may be controlled by hand pulling, mechanical removal or mowing. The Service Provider shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be done on a weekly basis and shall include removal and disposal of any undesirable or misplaced plant. In

addition, all walls, fences, and other structures that do not have cultivated beds adjacent thereto shall be maintained for weed control. Service Provider shall notify the City of any weed problems impacting these specifications. An evaluation of the impacts of any infestation reported will be conducted by the City. Bermuda grass and other noxious weeds (where not existing at the beginning of the contract) shall not be allowed to become established.

- b. Shrubs – Weeds shall be removed from beds regularly, no less than once a week, as stated.
- c. Ground Cover – Weeds shall be removed completely, on a regular basis, as stated, no less than once a week.
- d. Paved Areas – All joints and cracks in sidewalks, curbs and gutters, and other paved areas shall be kept weeded, on a regular basis, as stated, no less than once a week. This includes all joints between asphalt concrete roadways and curbs and gutters in the contract area.
- e. Open Parkways – All open parkways in the contract area shall be kept free from weeds (areas where there are not existing landscape improvements).

12. Safety and Traffic Control –

- a) Requirement – Service Provider shall be always responsible during work in City streets for the safety of work crews and the traveling public.
- b. Traffic Control/Lane Closures – Service Provider shall submit the following detailed plans for approval by the Public Works Director, or their assigned designee:
 - 1. Work schedule per section 1.2a above; and
 - 2. Proposed lane/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.
- c. Santa Barbara County – Sheriff's Department will be provided with a copy of the approved traffic plans listed above and shall be notified immediately of any changes or variations as the work proceeds.

3 – RODENT CONTROL

1. General – When rodent infestation becomes evident, the Service Provider shall at once notify the City. Rodent control shall be done utilizing trapping under the direction of the City. All dead rodents shall be properly disposed of off-site.

2. Trapping – Trapping may be done in any season using an approved rodent trap under the direction of the Contract Manager. The cost of trapping when directed by the Contract

Manager shall be included in other bid items and no separate payment shall be made therein.

The Service Provider shall control all pests including but not limited to, gophers, moles, ground squirrels, and snails. The Service Provider will repair any and all damage done to turf, landscape and soil by activities of controlled pests.

3. Area Repair – Following rodent extermination, damaged areas shall be filled and restored to a level surface then replanted as it was before with approval of the City.

4 – DISEASE AND PEST CONTROL

1. Inspection and Control Measures Requirements – The City is committed to Green management system of maintaining pest control in the parks and open spaces without the use of pesticides.

The use of any chemicals for pest control in any of the parks or open spaces shall not be allowed.

The Service Provider shall provide complete and continuous control of all plant pests or diseases; and shall do so by pruning or removing problem plant material rather than spraying any insecticide. Approved control measures shall be continued until the disease or pest is controlled to the satisfaction of the City. The Service Provider shall utilize all safeguards necessary during disease or pest control operations to ensure safety of the public and the employees and agents of the Service Provider. Service Provider shall check all plant material in landscaped areas regularly, (once a week at a minimum) and report any infestation to the City.

No synthetic insecticides, fungicides, pesticides, or rodenticides will be used in parks and open spaces. Service Provider shall notify the City of any pest infestation that impacts structures. An evaluation of the impacts of any infestation or control measures reported will be conducted by the City.

Structural pest control is not a part of this contract.

At no time shall snail bait in any form be used at “Green Parks”. Important alternative snail control to baits can be found at the University of California’s Integrated Pest Management web site: <http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7427.html>.

5 – LAWN CARE

1. General – Lawns shall be maintained in the healthiest growing condition possible.

2. Mowing – Prior to mowing, all trash, debris and foreign materials shall be removed from lawn areas. All turf areas should be cut at regular intervals, a minimum of once every 7

days. The turf shall never be cut more than 1/3 off the top growth or approximately 1-inch at any one mowing. Service Provider shall mow the turf areas at a frequency of no less than once a week to a height that ensures proper turf health. At no time will turf height exceed 2-1/2 inches. Clippings must be mulched into the lawn. Any facility with a partially irrigated lawn and an adjacent non-irrigated lawn area will be kept evenly mowed.

The cutting edge of all mowers shall be kept sharp. Torn grass blades have a brown "haze" appearance, which is not acceptable. Brushing or rough cutting of grass shall not be permitted except as noted. Avoid scalping except during lawn area renovations.

Jonny D Wallis Neighborhood Park and the Goleta Valley Community Center Multi-Purpose Field will be cut using a reel type mower and to the industry standards for the specific varieties of grass.

Mowing Heights for Grass Type:

Season	Minimum Height	Maximum Height
Warm	3/4 inches	1 inch
Cool	1 1/2 inches	2 1/2 inches

3. Failing Lawn Areas – Labor and materials shall be provided by the Service Provider to reseed or re-sod failing lawn areas upon discovery of failure. Lawn seed for reseeding shall match existing lawn mixture. The Service Provider is responsible for restoring all failed lawn areas to original grade.

4. Trimming – All edges shall be trimmed with each mowing (same day as mowing) and as necessary. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or any other object within or immediately adjacent to the lawn areas.

The trimming shall be done by vertical knife power edger or by hand, but in no case will soil sterilant or other types of herbicides be permitted for use in edging. "Weed Eaters" or similar equipment shall not be used for lawn edging. Clear space around trees shall be 8-inches from the base of the tree. No herbicide is to be used to trim around the trees or walls. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings, and other structures. Damage done by the Service Provider during maintenance shall be promptly reported to the City and repairs promptly made at the Service Provider's expense.

5. Equipment Cleaning and Condition – To help prevent contamination of turf areas, and to maintain a neat and clean appearance, the Service Provider shall thoroughly clean equipment that was used at another site prior to mowing or edging any areas on site.

6. Clipping Disposal – Clippings shall be mulched into turf areas and not disposed of off-site by use of self mulching mowers. Curbs, gutters, sidewalks, etc., shall be cleaned after each trimming by sweeping and containment or other approved methods. Sidewalks shall be washed down only when the City directs such action. All clippings must be disposed of in recycling systems at the local landfill or an approved composting facility.

7. Watering Turf – Water shall be applied as needed (as weather conditions require) to maintain proper growth and replenish soil moisture within the root zone. All applications of water shall be between the hours of 10:00 p.m. and 6:00 a.m., as a water conservation measure. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Service Provider's responsibility to apply the water evenly. In the event of automatic irrigation disruption, the Service Provider shall hand water lawn and ground cover areas at a minimum of twice per week in the winter and four times per week in the summer. Water run-off across pavement surfaces and into gutters shall be avoided.

8. Fertilization – Lawns shall be fertilized at least three (3) times a year. Non-irrigated turf areas shall not be fertilized as a part of this contract. Applications shall be of an organic fertilizer in January, May, September at the rate of 1 pounds per 1,000 square feet.

The City may from time-to-time, adjust or change the fertilization specifications contained herein because of consultation with Service Provider or recommendations of a horticultural soils and plant laboratory report for each site.

All fertilization shall be included with the landscape maintenance of each area. The Service Provider shall supply and transport all required fertilizers as a part of his/her contract costs.

No synthetic fertilizers will be permitted in any parks. These sites will be fertilized with an organic fertilizer with each aeration where irrigation exists. Organic fertilizers from sources such as bat guano, chicken manure and worm castings with a guaranteed analysis ratio of 2-1-1 applied at manufacturers recommended rates.

9. Aeration – All lawn (turf areas with irrigation) areas shall be aerated during the months of May and January by removing 1/2-inch diameter by 3-inch deep cores at not more than 6-inch spacing with an aerator machine. Cores shall be removed in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated as necessary.

All damaged areas larger than 4-inches X 4-inches shall be seeded on an as-needed basis, at no additional cost to the City.

10. Dethatching – All turf areas shall be dethatched in September. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. All thatch and debris shall be immediately (by end of the working day) removed upon completion. Excessive turf buildup shall be removed during dethatching. Denuded areas shall be reseeded per Section 5.3.

Along curbs and walks, dethatch to 1-inch below top of curb or walk. Where this is not considered possible, as determined by the City, dethatching will be allowed up to, but no higher than, 1-inch above curb or walk. Uniformly taper grade from edge of curb or walk to daylight to existing grade at 3 feet perpendicular to curb or walk.

11. Weed Control – Refer to Section 2.11.

12. Trash Collection and Disposal – Refer to Section 2.8.8.

6 – DEFENSIVE SPACE MOWING, DOWNED TREES, AND GRAFFITI

1. Defensive Space Mowing – Defensive space mowing shall occur seasonally when weeds, grasses, or other similar plants become a fire hazard. This type of mowing is dependent on the amount of rain, whereas, the wetter seasons shall be mowed more often than the drier seasons, always aiming to reduce the amount of potential wildfire fuel.

a. Aside from defensive space mowing, the Service Provider shall conduct other fuel management practices with the guidance from the City before conducting these tasks.

2. Downed Trees – Any downed tree blocking or hindering public use shall be reported to the City for removal by others.

3. Graffiti – Graffiti anywhere in the open spaces shall be reported to the City immediately. This contract does not include graffiti removal.

7– GROUND COVER CARE

1. General – Ground cover beds shall be maintained in an attractive condition at all times. All ground covers shall be inspected weekly and all debris including leaves, branches, paper, bottles, etc., shall be removed.

2. Mulch and Compost – According to the Goleta Municipal Code Chapter 8.10.900 Procurement Requirements for City Departments, Direct Service Providers, and Vendors, all service providers of landscape maintenance must follow the mulch and compost code here:

https://library.qcode.us/lib/goleta_ca/pub/municipal_code/item/title_8-chapter_8_10-article_v-8_10_900

3. Edging – All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by City and shall be thinned out as needed to avoid matting and to

achieve a uniform appearance. Ground cover shall be trimmed back from all controller units, valve boxes, quick couplers or other appurtenances or fixtures.

Ground cover shall be removed from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc., for aesthetic reasons.

Invasive species such as *Lonicera japonica*, Honeysuckle, and other vine type ground cover shall be pruned a minimum of three times a year by selectively cutting branches at the tops of the plant mass two (2) to three (3) feet back from the curb, walk, walls or turf areas, tapering down to an area 2 to 3-inches behind curb, etc., cutting these branches off at the soil level.

4. Watering – Service Provider shall be cautious to not over water shrub and ground cover areas. Enough water shall be applied to assure moisture penetration throughout the root zone to a depth of approximately 8-inches. Irrigation systems shall be programmed to maintain a precipitation of 1/2-inch per week during the growing season. During rainy periods the irrigation sequence shall be discontinued.

5. Fertilization – Vigorous growth and good color shall be maintained at all times. All ground cover beds shall be fertilized a total of three (3) times per year, during the months of January, May, and September, using a organic fertilizer with an analysis of 2-1-1, at the rate of 1 pounds per 1,000 square feet. No synthetic fertilizers are permitted in parks. Fertilization in all parks shall be an organic fertilizer. Organic fertilizers from sources such as bat guano applied at manufacturers recommended rates.

6. Annual Color Replacement – Annual color replacement is not a part of this maintenance contract.

7. Trash Collection and Disposal – Refer to Section 2.8.8.

8. Weed Control – Refer to Section 2.11.

9. Disease and Pest Control – Refer to Section 4.

8 – TREE CARE

1. General – All trees shall be checked by the Service Provider weekly for damage, special water needs, etc., and treated as necessary or reported to the City for tree trimming needs. Undesirable conditions shall be eliminated by improved landscape maintenance practices. The Service Provider shall maintain trees in a healthy condition at all times.

2. Tree Trimming for Clearance – Once per month Service Provider shall inspect all street trees adjacent to contract areas for limbs which impede sight distance or truck clearance or interfere with utilities. Trimming is Service Provider's responsibility for any work less than twelve (12) feet in height. Tree maintenance over twelve (12) feet will be by other service providers.

3. Watering Basins – Watering basins shall be properly maintained on all trees, shrubs and vines on drip irrigation systems. Failure of the system to provide enough deep moisture will not alleviate the Service Provider from providing adequate moisture.

4. Staking and Tying – Tree stakes and ties shall be checked by Service Provider at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. When trees attain a trunk caliper of approximately 4-inches, removal of stakes and guys should be considered. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Before any stakes or tree ties shall be removed. The trees shall remain supported for a period of time to observe structural stability of the tree. Tree stakes shall be removed only when tree has been proven to be structurally stable.

All re-staking shall be done with specified materials. Guying will, over time, stretch or loosen. Service Provider shall adjust, as needed, to retain taut position, until such time when guying is removed. All trees that are damaged due to improper staking or tying shall be replaced at the Service Provider's expense. Broken stakes and damaged guys shall be replaced as required.

5. Plant Replacement – Any tree and shrub that appears to have more than half (1/2) of its foliage in a declining state shall be brought to the City's attention immediately. Service Provider shall check plant for root decay, over-watering, or drainage problems, and repair the problem prior to replacement. Replacement plants shall be of a size, condition, and variety acceptable to the City. The Service Provider shall pay for all replacement plants including materials, transportation, and labor, and then be reimbursed by the City at cost plus maximum 15% markup fee. All receipts for purchases shall be required for reimbursements.

9 – SHRUB AND VINE CARE

1. General – All shrubs and vines shall be checked weekly for breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated by improved landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Service Provider shall remove all spent flowers, flower spikes, leaves and debris from contract areas weekly, and shall hose off all plant material monthly to remove accumulated dirt and soot.

2. Pruning – Pruning shall be performed as a continuous on-going operation and shall be done under the direction of the City's Parks and Open Space Manager; not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning, and training are functions to be done as needed to maintain a pleasing appearance.

All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses, not individual shrub forms or standards. Pruning shall be done by selectively removing woody stems from inside shrubs

on an as-needed basis, and as directed by the City's Parks and Open Space Manager. Excessive pruning or stubbing back will not be permitted. Shrubs shall be topped only when necessary for appearance and after interior selective branch pruning has been completed and approved by the Parks and Open Space Manager. Shrubs shall be pruned and thinned using hand-held shrub pruners, hedge shears and clippers.

Where trees and shrubs occur in close proximity to walks or parked cars, pruning shall be done to allow movement without interference from branches and foliage.

3. Trash Collection and Disposal – Refer to Section 2.8.8.

4. Rodent Control – Refer to Section 3.

5. Disease and Pest Control – Refer to Section 4.

6. Fertilization – Shrubs located in ground cover areas shall not require additional fertilizing. Refer to Section 7.5 for fertilization application in ground cover areas. Shrubs and vines not located in ground cover areas shall be fertilized per Section 7.5.

7. Weed Control – Refer to Section 7.7.

8. Watering – Refer to Section 7.4 and 8.3.

9. Plant Replacement – Refer to Section 8.5.

10 – IRRIGATION SYSTEMS CARE

1. General – The Service Provider shall receive all irrigation systems in sound working order at the beginning of the contract. If the working order of any system is found to be otherwise at the start of work, the City shall be notified in writing immediately and necessary repairs shall be ordered within the limitations of the budget available to the City. Therefore, repairs shall not occur prior to City authorization.

At the close of the contract period, all irrigation systems shall be checked by the City and shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Service Provider at no cost to the City.

2. Irrigation Repair and Operation – Irrigation system components deteriorating due to damage by vandalism or as a result of Service Provider's neglect shall be repaired or replaced immediately by the Service Provider at no cost to the City. The Service Provider shall notify the City in writing the same day of discovery of damage to irrigation system components caused by unknown acts that do not result from the performance of the work by the Service Provider, and upon receipt of the City's written authorization, the Service Provider shall repair said damage as soon as possible after authorization, billing City for the cost of such repair on the subsequent monthly billing statement. Failure to report promptly any damages will require Service Provider to make repairs at his own expense. All

replacement of irrigation system components shall be original equipment types where known. All substitutions for replacement equipment shall be approved in writing by the City prior to performing the work.

- a) Irrigation shall be performed by the use of automatic irrigation systems, where available and operable. However, failure of existing irrigation systems to provide full and proper coverage shall not relieve the Service Provider of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site. Service Provider shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants and ground covers when automatic or other systems are not functioning.
- b) All damages to public or private property resulting from excessive irrigation water or irrigation water run off shall be charged against the monthly contract payment unless immediate reparation is made by the Service Provider to the satisfaction of the City.
- c) The Service Provider shall keep controller and valve boxes clear of solids and debris and shall maintain the irrigation system including the replacement, repair, adjustment, raising or lowering, straightening, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair or replacement includes but is not limited to: system laterals (piping), head caps, head risers, valves covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs and batteries. Irrigation maintenance does not include long-term wear and tear.
- d) Repairs to or replacement of mains (pressure lines), controllers and control valves will not be at Service Provider's expense. All substitutions for replacement equipment shall be approved in writing by the City prior to performing the work.

3. Controller Programming – Controllers shall be set for the maximum operating time for each valve. The valve time should be set for less time than it takes irrigation run-off to occur. Controllers should then be set for the maximum start times required for all stations to deliver optimum amounts of irrigation water within the watering time available.

4. Systems Monitoring – The Service Provider shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system. Authorization must be obtained from the City in writing before proceeding with work not covered under normal maintenance work. All landscaped areas shall be irrigated by an operable irrigation method until all authorized repairs have been completed to the City's satisfaction.

Each system shall be checked by the Service Provider weekly and all necessary adjustments to heads which throw onto roadways, walks, windows, or out of intended area of coverage shall be reported and corrected. The Service Provider shall clean and adjust

irrigation heads as needed for proper coverage. Each system shall be manually operated and observed on a monthly basis.

The Service Provider shall turn off irrigation systems during periods of rainfall and at times when suspension of irrigation is desirable to conserve water while remaining within guidelines of horticultural acceptable maintenance practices.

5. Acceptance of Irrigation Systems – The intent of the contract is to require the Service Provider to maintain the irrigation systems as a part of the contract price. Irrigation maintenance for this Scope of Work does not include maintenance or replacing irrigation systems of long-term wear and tear but instead to report irrigation leaks, report watering schedules, replace parts broken parts not related to long-term wear and tear, and track watering data such as water amount, frequency, and locations.

The Service Provider shall report to the City the condition of each irrigation system within the first ninety (90) days of the contract. Repairs must be authorized in writing before any work begins. When sufficient repairs have been made the Service Provider will accept the systems in writing.

6. Coverage/Application – Generally, watering shall be done at night, between the hours of 11 p.m. and 6 a.m., unless otherwise directed by the City. The Service Provider shall operate systems and irrigation heads as seasonal conditions require. During extremely hot weather, over-extended holiday periods and during or following breakdown of systems, the Service Provider shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or malfunctions exist, the Service Provider shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

7. Soil Moisture Tests – For irrigation purposes, the Service Provider shall test the soil in turf and ground cover areas and around trees and shrubs monthly or as necessary with soil probes. to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary.

The Service Provider shall make the soil probe available at all walk-through inspections.

8. Valve Box Cleaning and Inspection – All valve boxes for shut-off valves, remote control valves, pressure relief valves, etc., shall be inspected every six months for condition, including siltation and build-up within the box. Silt and debris shall be removed and clean gravel used for replacement. The bottom of all valves shall be exposed.

9. Grass and Ground Cover Trimming – Grass and ground covers shall be neatly trimmed away from irrigation heads to ensure proper coverage and operation. Edge-cutting of sprinkler heads adjoining back of curb shall maintain a maximum turf height of ½-inch to allow proper sprinkler head operation and irrigation coverage. As necessary, turf

immediately adjacent to irrigation heads shall be trimmed, as directed by the City and under no circumstances shall an area larger than the head diameter be removed. Weed or turf killer shall not be used. Ground covers shall be trimmed away from irrigation heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

10. Maintenance Work Not Included – Testing, certification, and service of the backflow prevention shall be done by others and coordinated by the City. However, it shall be the Service Provider's responsibility to notify the City, should a malfunction occur.

11 – MONTHLY MAINTENANCE REVIEW AND PAYMENT

1. Review – Each month of contracted maintenance shall be reviewed by the City to confirm adherence to these specifications. Checklists and schedules referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the City by the Service Provider a minimum of five working days prior to the anticipated review date. The monthly maintenance site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).

2. Payment – For all the services the Service Provider is obligated to perform under the terms of this contract, the City shall pay to the Service Provider a standard rate every month plus any additional or special project tasks.

1. The Service Provider shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Service Provider wishes to have it picked up by an authorized representative. The amount paid to Service Provider each month for the Landscape Maintenance herein provided shall be the total compensation payable.
2. An adjustment will be made for addition or deletion of landscape maintenance tasks affecting the responsibilities of this contract.

3. Monthly Cost – The Service Provider shall complete regular daily, weekly, and monthly tasks at a consistent schedule. Outside of special projects, special tasks, overtime, or specialized maintenance staff, the monthly cost should be consistent.

12 – SPECIAL PROJECTS

1. Special projects for landscape maintenance may include but are not limited to: replanting planter beds, re-seeding grass lawns, defensive space mowing, replanting at Stow Grove, etc. All special projects will be based on the Service Provider's hourly rates provided in their proposal.

13 – CHECKLISTS

All checklists shall be in compliance with the standards described in this Scope of Work.

1. Weekly Checklist
 - a. Weed removal (no pesticides allowed) of Shrubs, ground cover, paved areas, and open parkways
 - b. Pest/rodent control inspection and reports to City (ground squirrel/gopher holes, etc.)
 - c. Mow turf lawns
 - d. Water lawns
 - e. Remove accidental trash in landscape areas
 - f. Maintain drainage systems
 - g. Joint and crack sidewalk maintenance
 - h. Maintain sand and wood chip areas
 - i. Tot-Lot inspection and maintenance (2x per week)
 - j. Walkway access inspect and maintenance (2x per week)
2. Monthly Checklist
 - a. Irrigation inspection/tests
 - b. Report irrigation watering schedules
 - c. Equipment and product maintenance (blade maintenance, refuel machines, etc.)
 - d. Fresh mulch where needed
 - e. Replanting where necessary
 - f. Prune trees and shrubs for clearance
 - g. Tree staking and tying inspection
 - h. Decomposed granite or sand and wood chip refill in low areas
3. Annual Checklist/Special Projects
 - a. Dethatching
 - b. Fertilize where necessary
 - c. Rodent trapping/control
 - d. Soil moisture test
 - e. Replanting where necessary
 - f. Establish long-term irrigation solutions for old and worn-out systems
 - g. Defensive mowing to reduce wildfire fuel
 - h. Fuel management techniques
 - i. Re-seed/re-grass turf lawns
 - j. Enhance Parks and Open Spaces entrances
4. Immediate Reports to the City Parks and Open Space Manager
 - a. Downed trees/limbs
 - b. Graffiti

- c. Encampments
- d. Irrigation leaks, defects, or malfunctions
- e. Dead plants
- f. Illegal trash dumping
- g. Damages, dangerous, broken, or malfunctioning children's equipment, Tot-Lots, or playgrounds
- h. Damage to tables, benches, and other park accessories
- i. Weed infestations
- j. Disease, pest, or rodent infestations
- k. Damage done by the Service Provider during any maintenance

EXHIBIT B
SCHEDULE OF FEES

Hourly Rates:

Landscaper (Full-Time):	\$41.00 an hour
Weekend & Holiday rate:	\$61.50 an hour
Total annual rate:	\$65,600.00
Irrigation Specialist (Minimum 2 days a month	\$120.00 an hour
Weekend & Holiday rate:	\$180.00 an hour
Total annual rate:	\$23,040.00

All labor cost including at least two (2) crews, with at least three (3) per crew, and at least 1(1) landscape specialist that works minimum two (2), eight (8), hours shift a month; equipment cost; overhead cost; insurances; and other agreed upon costs between Enviroscaping Inc., and City of Goleta.

Contract Amounts per Fiscal Year:

	Proposed Contract Amounts Per Fiscal Year			
Fiscal Year	Base Contract	Annual On Call Work	Materials Cost	Total
FY 2022- 2023	\$357,760	\$50,000	\$9,860	\$402,620
FY 2023- 2024	\$552,739	\$80,000	\$9,860	\$642,599
FY 2024- 2025	\$569,321	\$85,000	\$9,860	\$664,182
			Total:	\$1,709,401

The base contract amount for FY 2023 is significantly lower than the following two Fiscal Years since it only covers the approximately eight months remaining this year. A 3% cost of living increase is built into FY 2023-2024 and FY 2024-25 to accommodate the likely cost increases for the Service Provider.

ATTACHMENT 5

Amendment No. 1 to Research Agreement No. 2025-024 with the Regents of the
University of California, Santa Barbara

Lead PI: Lisa Stratton
Award/Record Number:2025-024

AMENDMENT NO. 1

This Amendment No. 1 of Research Agreement dated April 15, 2025 bearing award number 2025-024 (the “Research Agreement”) by and between the **The Regents of the University of California on behalf of its Santa Barbara Campus** (hereinafter “University”) and City of Goleta (hereinafter “Sponsor”) is made this 3 of June, 2025.

WHEREAS, in the Research Agreement, Sponsor agreed to fund the research project entitled “Monarch Butterfly Habitat Management Plan;”

WHEREAS, the parties now desire to *provide additional funding by sponsor, extend the performance period, and revise Exhibit B - Compensation;*

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning set forth in the Agreement.
2. In Section 3 of the Research Agreement, the phrase, “The Period of Performance and the Term of this Agreement shall be from April 1,2025 through December 31, 2025.” is hereby deleted in its entirety and replaced with the phrase, “The Period of Performance and the Term of this Agreement shall be from April 1,2025 through June 30, 2026”
3. In Section 4 of the Research Agreement, the phrase, “The cost to Sponsor for University’s performance hereunder shall not exceed \$64,788.00 (Sixty-four thousand, seven hundred, and eighty eight dollars) and as described in Exhibit B.” is hereby deleted in its entirety and replaced with the phrase, ““The cost to Sponsor for University’s performance hereunder shall not exceed \$244,788.00 (Two hundred and forty-four thousand, seven hundred, and eighty-eight dollars) and as described in Exhibit B.”
4. In Exhibit A of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein.
5. In Exhibit B of the Research Agreement is hereby deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein.
6. Except as expressly modified herein, all other provisions of the Agreement remain in full force and effect and are hereby reaffirmed by the parties.

ACCEPTED AND AGREED:

City of Goleta

The Regents of the University of California on behalf of its Santa Barbara Campus

By: _____
Robert Nisbet, City Manager

DocuSigned by:
By: Lisa Stratton
Lisa Stratton, Ph.D Ecosystem Director, CCBER at UCSB

ATTEST:

By: _____
Deborah, Lopez, City Clerk

Signed by:
By: Megan Ober
Megan Ober, Sponsored Projects Officer

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:
By: Scott Shapses
Scott Shapses, Deputy City Attorney

EXHIBIT A-1 SCOPE OF WORK

Management of the project, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects.

Deliverables: April 15 – June 30, 2026 - Extendable

On-going: Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.

On-going: Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.

On-going: Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

Restoration and Management of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

Deliverables: April 15 – June 30, 2026 - Extendable

- a) Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) - implementation dependent on fire crew work.
- b) Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) - implementation dependent on fire crew progress.
- c) Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings - on-going and by June 30th, 2026.
- d) Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability. Cover of habitat altering weeds to be less than 10% in planted areas by June 30, 2025 and maintained there after.

Monitoring and Reporting

Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Deliverables: April 15 – June 30, 2026 - extendable

May 1: Draft monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.

May 15, 2025: Final monitoring data integrated into report for agencies

July 1, 2025: Synthesis of additional plant, bird and pollinator monitoring studies conducted by students under mentorship by the Cheadle Center.

**EXHIBIT B-1
COMPENSATION**

FISCAL YEAR 2024-2025 BUDGET

CATEGORY	BUDGET
Total Labor Budget	\$37,800
Total Travel Budget	\$2,000
Total Supplies and Expenses Budget	\$11,618
Total Indirect Costs	\$13,370
Total	\$64,788

FISCAL YEAR 2025-2026 BUDGET

CATEGORY	BUDGET
Total Labor Budget	\$122,741
Total Travel Budget	\$10,000
Total Supplies and Expenses Budget	\$10,116
Total Indirect Costs	\$37,143
Total	\$180,000

ATTACHMENT 6

Research Agreement No. 2025-024 with the Regents of the University of California,
Santa Barbara

RESEARCH AGREEMENT

Between

CITY OF GOLETA

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, SANTA BARBARA

This Research Agreement (Agreement) is entered into this 15th day of April, 2025, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus (University), and, CITY OF GOLETA, having a principal place of business at 130 Cremona Drive, Suite B, Goleta, CA 93117 (Sponsor). The parties agree as follows.

The parties agree as follows:

1. Statement of Work

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. "Reasonable efforts" shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator's field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Reporting

Deliverables under this agreement are described in Exhibit A and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from April 1, 2025 through December 31, 2025. The terms of this Agreement may be extended at no additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor's Authorized Representative.

4. Cost to Sponsor

The cost to Sponsor for University's performance hereunder shall not exceed \$64,788.00 (Sixty-four thousand, seven hundred, and eighty eight dollars) and as described in Exhibit

B. This Agreement shall be performed on a “cost reimbursement” basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor’s approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University’s standard invoicing template and shall be sent to George Thomson at gthomson@cityofgoleta.org.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Cashier’s Office
SAASB Building, Room 1212
Santa Barbara, California 93106-2003
Reference: Dugan, 20211509

6. Principal Investigator

University’s performance hereunder will be under the direction of Lisa Stratton, who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 13. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 12 below and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement except as set forth in Article 11 (Confidentiality). Except as set forth in Article 9 (Copyright), Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder.

It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided “as is” and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor’s request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

10. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor’s Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

11. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

12. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

University: **Megan Ober**
Office of Research, 3227 Cheadle Hall
University of California
Santa Barbara, CA 93106-2050
Phone: 805-893-5712
Email: ober@research.ucsb.edu

Sponsor: Name: George Thomson
Address: 130 Cremona Drive, Suite B, Goleta, CA 93117
Phone: 805-961-7500
Email: gthomson@cityofgoleta.org

13. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

14. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

15. Indemnification

Sponsor shall defend, indemnify, and hold University, its public officials, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

University assumes the risks, whether foreseen or unforeseen, in connection with fulfilling the Statement of Work in Exhibit A, including but not limited to, the risks of possible injury or loss of life as a result of walking in uneven terrain, slips, trips, falls, contact with hazardous materials, wild animals, plants, or from over-exertion or environmental conditions, including but not limited to sun exposure, heat, or dehydration. University waives all claims which University might have against Sponsor and its officers, directors, agents, employees, and contractors for injury, accident, illness, property damage, death or other occurrence arising in any manner whatsoever out of University's fulfillment of the Statement of Work, except to the extent the same is caused by Sponsor's negligence or willful misconduct. This provision shall not affect the indemnity obligations set forth as above in Term 15.

16. Insurance

The CITY OF GOLETA recognizes and accepts that THE REGENTS OF THE UNIVERSITY OF CALIFORNIA is self-insured, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA recognizes and accepts that the CITY OF GOLETA is insured through the California Joint Powers Insurance Authority. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

For answers to questions:

City employees, please call Jennifer Jennings, City HR and Risk Manager – (805) 961-7525

University employees, please call Katharine Hullinger, UCSB Risk Manager – (805) 893-4169

17. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

18. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

19. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

20. Miscellaneous.

20.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

20.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

20.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

20.4 No Waiver. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

20.5 Entire Agreement. This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

20.6 Records and Audit. The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. SPONSOR shall have the right to audit and review all such documents and records at any time during University's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), the University shall be subject to the examination and audit of the California State Auditor, at the request of the SPONSOR or as part of any audit of SPONSOR, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). The University shall participate in any State audits and reviews at no charge to SPONSOR.

20.7 Remedies. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given

hereunder or now or hereafter existing at law or in equity or otherwise.

20.8 Counterparts. This agreement may be executed in any number of counterparts in either ink or electronic signature, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

20.9 Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

CITY OF GOLETA

Signed by:

Robert Nisbet

1AEBACAD159E4D7...

Robert Nisbet, City Manager

The Regents of the University of California on behalf of its Santa Barbara campus

DocuSigned by:

Lisa Stratton

8961E09AF6C2493...

Lisa Stratton, Ph.D.,
Ecosystem Director, CCBER at UCSB

ATTEST:

DocuSigned by:

Deborah Lopez

A3E09F3473CA47E...

Deborah Lopez, City Clerk

Signed by:

Megan Ober

5C5C54C04E90414...

Megan Ober,
Sponsored Projects Officer

APPROVED AS TO FORM:

ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

Scott Snapses

4365248AE5424CE...

Scott Snapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

Management of the project, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects.

Deliverables: April 15 – July 1, 2025 – Extendable

On-going: Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.

On-going: Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.

On-going: Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

Restoration and Management of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

Deliverables: April 15 – July 1, 2025 - Extendable

- a) Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) – implementation dependent on fire crew work; estimated June 1.
- b) Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) – implementation dependent on fire crew progress; estimated June 30th.
- c) Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings – on-going and by June 30th, 2025.
- d) Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability. Cover of habitat altering weeds to be less than 10% in planted areas by June 30, 2025.

Monitoring and Reporting

Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Deliverables: April 15 – July 1, 2025 – extendable

May 1: Draft monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.

May 15: Final monitoring data integrated into report for agencies

July 1: Synthesis of additional plant, bird and pollinator monitoring studies conducted by students under mentorship by the Cheadle Center.

EXHIBIT B COMPENSATION

CATEGORY	BUDGET
Total Labor Budget	\$37,800
Total Travel Budget	\$2,000
Total Supplies and Expenses Budget	\$15,160
Total Indirect Costs	\$9,828
Total	\$64,788