



TO: Mayor and Councilmembers

FROM: Matthew R. Fore, General Services Director

SUBJECT: Amendment No. 4 to Agreement No. 2021-070 with JaniCare for Custodial Services at Various City-Owned Properties

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 4 to Agreement No. 2021-070 with JaniCare for the provision of janitorial services at various City-owned properties, increasing the contract authority by \$125,000 for a total not-to-exceed amount of \$337,050 and extending the term of the agreement for one additional year to June 30, 2024.

BACKGROUND:

On June 15, 2021, the City executed an agreement No. 2021.070 with JaniCare to provide custodial services at City Hall and the Goleta Library. On December 21, 2021, the Council approved Amendment No. 1 to add two additional city facilities to the janitorial service, the La Patera Satellite Office and Corporation Yard. On May 11, 2022, the Agreement was amended (Amendment No. 2) to extend the agreement term for one additional year to June 30, 2023. On September 6, 2022, the agreement was amended (Amendment No. 3) to increase the contract authority by \$110,000 for a new total not-to-exceed amount of \$212,050.

DISCUSSION:

JaniCare (Service Provider) has provided janitorial services to various City-owned properties under Agreement No. 2021-070 since 2021. The Service Provider has consistently fulfilled its contractual obligations and is in good standing with the City. The contract allows for a maximum number of two (2) one-year (1) extensions. On May 11, 2022, the City extended the term of the Agreement for one year to June 30, 2023. The proposed Amendment No. 4 would exercise the final option and extend the term of the Agreement to June 30, 2024. Amendment No. 4 is provided in Attachment 1. The original agreement and Amendments No. 1, 2 and 3 are provided in Attachment 2.

Consistent with the provisions of the Agreement, the Service Provider notified the City of a rate increase for services at the Goleta Valley Library, effective July 1, 2023. In addition,

levels of services were adjusted at La Patera Satellite Office and City Hall to account for changes in occupancy levels and operational needs, which resulted in an overall decrease in rates for these locations.

FISCAL IMPACTS:

Agreement No. 4 increases the contract authority by an additional \$125,000 to cover the cost of services through June 30, 2024 for a new not-to-exceed amount of \$337,050. The cost of these services is included in the proposed Fiscal Year 2023-24 General Services budget. Therefore, no additional appropriations for this contract amendment are needed.

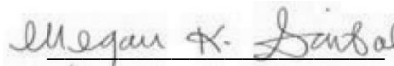
ALTERNATIVES:

The Council may elect not to approve this contract amendment and instead, direct staff to issue a request for proposals for the service.

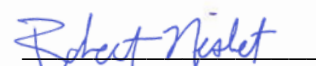
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Robert Nisbet
City Manager

ATTACHMENTS:

1. Amendment No. 4 to JaniCare Agreement No. 2021-070 for General Services
2. JaniCare Agreement No. 2021-070 and Amendment No. 1, 2, and 3

ATTACHMENT 1

JaniCare Amendment No. 4

**AMENDMENT NO. 4
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JANICARE**

This **Amendment No. 4** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **JaniCare** ("Service Provider") dated June 15, 2021 ("Agreement," Agreement No. 2021.070) is made on this ____ day of ____, 2023.

SECTION A. RECITALS

1. This Agreement is for the provision of custodial services at various City-owned properties; and
2. This Agreement has been amended on December 21, 2021, May 11, 2022, and September 6, 2022 (Amendment No. 2021-070.1, 2021-070.2, 2021-070.3) to add additional services, compensation, and to extend the agreement through June 30, 2023; and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed two hundred and twelve thousand and fifty dollars (\$212,050); and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred ten thousand dollars (\$125,000) for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2023; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2024; and
7. The Agreement currently provides in Exhibit A-1 entitled "Scope of Work" the complete and particular description of services; and
8. The parties desire to amend Exhibit A-1 by adjusting service levels as more completely and particularly set forth in the Scope of Services, attached as Exhibit "A-2"; and
9. The Agreement currently provides in Exhibit B-1 entitled "Compensation" the rates; and
10. The parties desire to amend Exhibit B-1 of the Agreement to identify the new rates, attached as "Exhibit B-2"; and
11. The City Council approved this Amendment No. 4, on this 6th day of June, 2023.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$125,000 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 \$337,050 (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 Compensation marked Exhibit "B-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon SERVICE PROVIDER until June 30, 2024, 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 one (1) additional year to read in its entirety.

The Agreement shall expire on June 30, 2024, unless the term of 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-1 "Scope of Work" with **Exhibit A-2 "Scope of Services"** attached hereto and incorporated herein.

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

Exhibit B-1 "Compensation" with **Exhibit B-2 "Compensation"** 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. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Robert Nisbet, City Manager

Dwayne Walker, Vice President

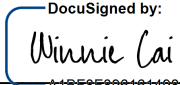
ATTEST:

Deborah Lopez, City Clerk

Willow Walker, Chief Financial Officer

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


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Winnie Cai, Assistant City Attorney

EXHIBIT A-2

SCOPE OF SERVICES

The **SERVICE PROVIDER** shall:

1. Provide all labor, materials, supplies necessary to maintain the facilities in a clean and sanitary condition in accordance with the CITY standards, conditions and methods as set forth herein. The CITY shall have the right to approve or reject the cleaning methods, materials, supplies and equipment to be used by the SERVICE PROVIDER. All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the CITY. CITY may inspect all supplies and equipment furnished by the SERVICE PROVIDER and require that inferior supplies be replaced to the satisfaction of the CITY. In addition, the SERVICE PROVIDER shall follow all applicable standard industry practices.
2. Meet all governmental, safety and other regulatory requirements as they pertain to providing these services including the requirements of Senate Bill 1383, including, but not limited to, product vendor certification, product recyclability requirements, and record keeping.

TASK LIST

Custodial services consisting of four (4) tasks, are to be completed with scope of services further defined below:

TASK 1: City Hall, 130 Cremona Drive, Goleta CA 93117

- Full building, services to be completed two **(2)** days a week, Tuesday and Friday, with service per the **TASK SCHEDULE**.

TASK 2: Corporation Yard, 6735 Hollister Avenue, Goleta CA 93117

- Full building, services to be completed five **(5)** days per week with service per the **TASK SCHEDULE**.

TASK 3: Goleta Valley Library, 500 North Fairview Avenue, Goleta CA 93117

- Full building, services to be completed seven **(7)** days per week at this location, with an average of 6 hours/day onsite between the hours of 6:00 a.m. - 12:00 p.m. The tasks are to be completed per the **LIBRARY TASK SCHEDULE**.

TASK 4: Satellite Office, 27 South La Patera, Goleta CA 93117

- Partial area of building, services to be completed one **(1)** day per week consisting of the following: vacuuming the lobby; clean the lobby area; clean and vacuum the two designated offices and clean the kitchen and restrooms only.

TASK SCHEDULE

Regular Services: General, Private Offices, Lobby, Conference Rooms, and Council Chambers	
1. Empty wastebaskets and insert liners	2x/week
2. Empty all recycling bins	2x/week
3. Dust all exposed furniture including desks, chairs, tables	Weekly
4. Dust all exposed filing cabinets, bookcases, and shelves	Weekly
5. Dust all telephones	Weekly
6. Clean and sanitize telephones	Monthly
7. Clean and sanitize fountains and water coolers	Weekly
8. Low dust on all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.	Weekly
9. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges	Weekly
10. Spot clean desktops	2x/week
11. Spot clean reception lobby glass including front door and any other partition or door glass	2x/week
12. Clean entire interior glass in partitions and doors	As directed
13. Spot clean interior partition glass	Weekly
14. Dust venetian blinds	Weekly
15. Remove dust and cobwebs from ceiling areas	Monthly
16. Dustmop resilient and hard floors or vacuum carpeted floors in traffic lanes only	2x/week
17. Damp mop resilient and hard floors or vacuum carpeted floors in their entirety	Weekly
18. Spot clean spills and stains on carpeted and resilient floors	As directed
19. Remove recycling from designated areas	2x/week
20. Vacuum furniture	As directed
Regular Services: Restrooms	
1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, hand basins	2x/week
2. Clean all glass and mirrors	2x/week
3. Empty all containers and disposals, insert liners and required, spot clean and sanitize containers	2x/week
4. Empty and sanitize interior of sanitary containers	2x/week
5. Spot clean all doors and partitions	2x/week
6. Refill all dispensers to normal limits - napkins, soap, tissue, towel, liners, seat holders, cups (supplies to be provided by vendor)	2x/week
7. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets	2x/week
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings	Weekly

9. Sweep, damp mop, and sanitize hard floor	2x/week
10. Scrub and wax restroom tile	Semi-annually
11. Strip, seal, and wax restroom tile	Annually
Regular Services: Kitchenettes	
1. Clean and sanitize refrigerator exterior	Weekly
2. Clean and sanitize refrigerator interior	As directed
3. Wet wipe microwave ovens	Weekly
4. Empty all trash containers. Spot clean exterior of containers	2x/week
5. Clean and sanitize water cooler	2x/week
6. Low dust (below 36") and high dust (above 72") all horizontal surfaces	Weekly
7. Dust mop resilient and hard floors	2x/week
8. Damp mop resilient and hard floors	2x/week
Floors: Resilient and Hard	
1. Spot and damp mop	2x/week
2. Scrub and wax hard floors and/or tile	Semi-annually
3. Strip, seal and wax hard floors and/or tile	Annually
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Floors: Carpet	
1. Vacuum open areas	2x/week
2. Vacuum entire carpet areas	Weekly
3. Inspect and remove small spots	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Windows	
1. Clean inside	Semi-annually
2. Clean interior glass in partitions and doors in their entirety	Monthly
General: Other	
1. Notify building contact of any irregularities (e.g., defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies)	Daily
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization	Daily
3. Conduct customer service visits	As directed
4. Conduct formal customer review.	Annually

LIBRARY TASK SCHEDULE

The below tasks will be performed Tuesdays through Saturdays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies (*all supplies to be provided by vendor)

City of Goleta

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2. Restock hand soap
3. High Dusting
4. Sweep & mop flooring
5. Completely clean & sanitize toilets, urinals Clean and sanitize all doors
6. Wipe all restroom fixtures & mirrors Empty & remove trash
7. Spot clean walls, doors & light switches Remove cob webs
8. Set up and take down for events
9. Assists with decorating

Offices / Conference Room

1. Empty & remove trash/recycle Remove cob webs
2. Spot clean walls, doors & light switches
3. Spot Clean and wipe down furniture
4. Spot clean glass and windows
5. Vacuum carpets

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Dusting low and high
3. Sweep & Mop flooring
4. Spot clean walls
5. Dust and wipe down all tables and front desk
6. Clean glass on all entry/ exit doors
7. Remove cob webs
8. Vacuum all carpets

Gallery

1. High Low dusting
2. Empty trash and recycling
3. Sweep and mop floors
4. Wipe down and spot clean furniture
5. Furniture set up and take down

Hallways

1. Remove all cobwebs
2. Sweep and mop all flooring
3. Spot clean doors, walls and light switches

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

Weekly Duties:

1. Clean all desks throughout Library

Monthly Duties:

1. Inspect and spot clean all chairs

2. Wash all trash and recycling cans

The below tasks will be performed Sundays and Mondays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies
2. Restock hand soap
3. Sweep & mop flooring
4. Completely clean & sanitize toilets, urinals
5. Wipe all restroom fixtures & mirrors
6. Empty & remove trash
7. Spot clean walls, doors & light switches
8. Remove cob webs

Offices / Conference Room

1. Empty & remove trash/recycle
2. Remove cob webs
3. Spot clean walls, doors & light switches
4. Vacuum carpets

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Sweep & Mop flooring
3. Spot clean walls
4. Dust and wipe down all tables and front desk
5. Clean glass on all entry / exit doors
6. Remove cob webs
7. Vacuum all carpets

Hallways

1. Sweep and mop all flooring
2. Spot clean doors, walls and light switches
3. Remove all cobwebs

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

EXHIBIT B-2**COMPENSATION**

Custodial services consisting of four (4) tasks, to be completed with scope of services defined in Exhibit A-2:

TASK	LOCATION	MONTHLY COST
1	City Hall, 130 Cremona Drive, Goleta CA 93117	2,080
2	Corporation Yard, 6735 Hollister Avenue, Goleta CA 93117	801
3	Goleta Valley Library, 500 North Fairview Avenue, Goleta CA 93117	5,460
4	Satellite Office, 27 South La Patera, Goleta CA 93117	260
	MONTHLY TOTAL NOT TO EXCEED	\$8,601

CONSUMABLES

Consumables shall be charged at a markup equal to or less than 35 percent.

RATES – ADDITIONAL WORK

Upon the City's request, Service Provider will perform additional work:

1. City Hall, 130 Cremona Drive, Goleta CA 93117
 - Shampoo and extract carpets: \$1,020.00 per occurrence
 - Strip and wax restroom floors, foyer, and kitchen floor: \$610 per occurrence
 - Scrub and wax restroom floors, foyer, and kitchen floor: \$510 per occurrence
2. Corporation Yard, 6735 Hollister Avenue, Goleta CA 93117
 - Strip and wax two restroom floors: \$660 per occurrence
 - Scrub and wax two restroom floors: \$560 per occurrence
 - Shampoo and extract carpet: \$475 per occurrence
3. Goleta Valley Library, 500 North Fairview Avenue, Goleta CA 93117
 - Shower scrub and seal lobby floor: \$590 per occurrence
 - Strip and wax restroom floors: \$510 per occurrence
 - Scrub and wax restroom floors: \$410 per occurrence
 - Shampoo and extract carpet: \$380 per occurrence
 - Emergency call response = \$45/ hr

ATTACHMENT 2

JaniCare Agreement No. 2021-070 and Amendment No. 1, 2, and 3 for General
Services

Project Name: Custodial Services at Goleta Valley Library, City Hall, and Corp. Yard

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
JANICARE**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 15th day of **June, 2021**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **JANICARE** (hereinafter referred to as "Service Provider").

WHEREAS, this Service Provider will be providing custodial services at the Goleta Valley Library, City Hall, and Corporate Yard; and

WHEREAS, 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

WHEREAS, the City Council, on this 15th day of June, 2021, approved this Agreement and authorized the City Manager to execute the Agreement.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform custodial services at the Goleta Valley Library, City Hall, and Corporate Yard, 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 **\$89,760**, and **SHALL NOT EXCEED** the sum of **\$89,760** over the life of the Agreement, and shall be earned on the following basis:

Hourly at the 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

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(CM) Agreement with (JaniCare)
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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 Todd Mitchell.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed \$30,000 per project. 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, 2022. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

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. Dwayne Walker 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) 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) 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:

TO CITY: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

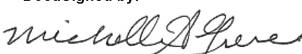
TO SERVICE PROVIDER: Dwayne Walker, Vice President
JaniCare
100-A Adams Road
Goleta, CA 93117

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

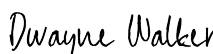
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

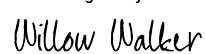
DocuSigned by:

 DE7CE466308947A...
 Michelle Greene, City Manager

SERVICE PROVIDER

DocuSigned by:

 F866C76D22A245A...
 By: willow walker
 Title: Manager/Owner

ATTEST:

DocuSigned by:

 A3E09E3473CA447E...
 Deborah Lopez, City Clerk

DocuSigned by:

 3E95A3C0A511FE...
 By: willow walker
 Title: Manager/Owner

APPROVED AS TO FORM:
 MICHAEL JENKINS, CITY ATTORNEY

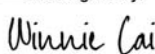
DocuSigned by:

 A1BF8E896161498...
 Winnie Cai, Assistant City Attorney

EXHIBIT A TASK LIST

Custodial Services at Goleta City Hall

The City owns the building at 130 Cremona Drive, which includes two floors of office space. Interested vendors are welcome to schedule a tour of the office area. Custodial services are needed 3 nights per week at this location. The following is a listing of needed tasks and the frequency in which these tasks need to be performed:

TASK SCHEDULE

Regular Services: General, Private Offices, Lobby, Conference Rooms, and Council Chambers	
1. Empty wastebaskets and insert liners	3x/week
2. Empty all recycling bins	3x/week
3. Dust all exposed furniture including desks, chairs, tables	Weekly
4. Dust all exposed filing cabinets, bookcases, and shelves	Weekly
5. Dust all telephones	Weekly
6. Clean and sanitize telephones	Monthly
7. Clean and sanitize fountains and water coolers	Weekly
8. Low dust on all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.	Weekly
9. . High dust above hand height all horizontal surfaces, including shelves, moldings, ledges	Weekly
10. Spot clean desktops	3x/week
11. Spot clean reception lobby glass including front door and any other partition or door glass	3x/week
12. Clean entire interior glass in partitions and doors	As directed
13. Spot clean interior partition glass	Weekly
14. Dust venetian blinds	As directed
15. Remove dust and cobwebs from ceiling areas	Monthly
16. Dustmop resilient and hard floors or vacuum carpeted floors in traffic lanes only	3x/week
17. Damp mop resilient and hard floors or vacuum carpeted floors in their entirety	Weekly
18. Spot clean spills and stains on carpeted and resilient floors	As directed
19. Remove recycling from designated areas	3x/week
20. Vacuum furniture	As directed
Regular Services: Restrooms	
1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, hand basins	3x/week
2. Clean all glass and mirrors	3x/week
3. Empty all containers and disposals, insert liners and required, spot clean and sanitize containers	3x/week
4. Empty and sanitize interior of sanitary containers	3x/week
5. Spot clean all doors and partitions	3x/week

6. Refill all dispensers to normal limits - napkins, soap, tissue, towel, liners, seat holders, cups (supplies to be provided by vendor)	3x/week
7. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets	3x/week
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings	Weekly
9. Sweep, damp mop, and sanitize hard floor	3x/week
10. Scrub and wax restroom tile	As directed
11. Strip, seal, and wax restroom tile	As directed
Regular Services: Kitchenettes	
1. Clean and sanitize refrigerator exterior	Weekly
2. Clean and sanitize refrigerator interior	As directed
3. Wet wipe microwave ovens	Weekly
4. Empty all trash containers. Spot clean exterior of containers	3x/week
5. Clean and sanitize water cooler	3x/week
6. Low dust (below 36") and high dust (above 72") all horizontal surfaces	Weekly
7. Dust mop resilient and hard floors	3x/week
8. Damp mop resilient and hard floors	3x/week
Floors: Resilient and Hard	
1. Spot and damp mop	3x/week
2. Scrub and wax hard floors and/or tile	As directed
3. Strip, seal and wax hard floors	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Floors: Carpet	
1. Vacuum open areas	3x/week
2. Vacuum entire carpet areas	Weekly
3. Inspect and remove small spots	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Windows	
1. Clean outside	As directed
2. Clean inside	As directed
3. Clean interior glass in partitions and doors in their entirety	As directed
General: Other	
1. Notify building contact of any irregularities (e.g., defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies)	Daily
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization	Daily
3. Conduct customer service visits	As directed
4. Conduct formal customer review.	Annually

Custodial Services at Corporation Yard:

The City of Goleta owns the building at 6735 Hollister Avenue, which includes a single floor of office space. Provision of general janitorial maintenance two times per week per the **TASK SCHEDULE**, including vacuuming, emptying trash/recycling, cleaning the

lobby, offices, breakroom, and conference rooms.

Custodial Services at Goleta Valley Library

The City of Goleta owns its library building at 500 N Fairview Ave and needs a vendor to provide custodial services 7 days per week at this location, with an average of 6 hours/day onsite between the hours of 6:00 a.m. - 12:00 p.m. Custodial staff need to be present at the library during these times to respond to any custodial issues and emergencies that may arise, in addition to performing routine tasks. The Goleta Library is heavily used and on any given day receives traffic ranging from 700-1200 persons. Below is a comprehensive list of tasks needed to be performed on a weekly basis at the library.

The below tasks will be performed Tuesdays through Saturdays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies (*all supplies to be provided by vendor)
2. Restock hand soap
3. High Dusting
4. Sweep & mop flooring
5. Completely clean & sanitize toilets, urinals Clean and sanitize all doors
6. Wipe all restroom fixtures & mirrors Empty & remove trash
7. Spot clean walls, doors & light switches Remove cob webs
8. Set up and take down for events
9. Assists with decorating

Offices / Conference Room

1. Empty & remove trash/recycle Remove cob webs
2. Spot clean walls, doors & light switches
3. Spot Clean and wipe down furniture
4. Spot clean glass and windows
5. Vacuum carpets

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Dusting low and high
3. Sweep & Mop flooring
4. Spot clean walls
5. Dust and wipe down all tables and front desk
6. Clean glass on all entry/ exit doors
7. Remove cob webs
8. Vacuum all carpets

Gallery

1. High Low dusting
2. Empty trash and recycling

3. Sweep and mop floors
4. Wipe down and spot clean furniture
5. Furniture set up and take down

Hallways

1. Remove all cobwebs
2. Sweep and mop all flooring
3. Spot clean doors, walls and light switches

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

Weekly Duties:

1. Clean all desks throughout Library

Monthly Duties:

1. Inspect and spot clean all chairs
2. Wash all trash and recycling cans

The below tasks will be performed Sundays and Mondays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies
2. Restock hand soap
3. Sweep & mop flooring
4. Completely clean & sanitize toilets, urinals
5. Wipe all restroom fixtures & mirrors
6. Empty & remove trash
7. Spot clean walls, doors & light switches
8. Remove cob webs

Offices / Conference Room

1. Empty & remove trash/recycle
2. Remove cob webs
3. Spot clean walls, doors & light switches
4. Vacuum carpets

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Sweep & Mop flooring
3. Spot clean walls
4. Dust and wipe down all tables and front desk
5. Clean glass on all entry / exit doors

6. Remove cob webs
7. Vacuum all carpets

Hallways

1. Sweep and mop all flooring
2. Spot clean doors, walls and light switches
3. Remove all cobwebs

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

EXHIBIT B COMPENSATION

Regular Janitorial Services

City Hall:

Effective July 1, 2021:

1. Provision of general janitorial maintenance three times per week per the task schedule listed in Exhibit A: \$1,869 per month
2. Paper and product cost \$325 per month

Total monthly cost at City Hall= \$2,194

Upon the City's request, Service Provider will perform additional work at City Hall:

1. Shampoo and extract carpet on first and second floor: \$980 per occurrence
2. Strip and wax restroom floors, foyer, and kitchen floor: \$580 per occurrence
3. Scrub and wax restroom floors, foyer, and kitchen floor: \$380 per occurrence

Goleta Valley Library:

Effective July 1, 2021:

1. Provision of general janitorial maintenance seven days per week at the Goleta Valley Library per the task schedule listed in Exhibit A: \$4,271 per month
2. Cost for monthly toilet paper; seat covers; single and multifold hand towels; hand soap and trash liners: \$450 per month

Total monthly cost at Goleta Library= \$4,721

Upon the City's request, Service Provider will perform additional work:

1. Shower scrub and seal lobby floor: \$590 per occurrence
 2. Strip and wax restroom floors: \$510 per occurrence
 3. Scrub and wax restroom floors: \$410 per occurrence
 4. Shampoo and extract carpet: \$380 per occurrence
- Emergency call response = \$45/ hour

Corporation Yard

Effective July 1, 2021

1. Provision of general janitorial maintenance two times per week at the Corporation Yard per the task schedule listed in Exhibit A: \$450 per month

Total Monthly cost at Corporation Yard = \$450

Upon the City's request, Service Provider will perform additional work at Corporation Yard:

1. Strip and wax two restroom floors: \$660 per occurrence
2. Scrub and wax two restroom floors: \$560 per occurrence
3. Shampoo and extract carpet: \$475 per occurrence

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

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and JaniCare ("Service Provider") dated June 15, 2021 ("Agreement," Agreement No. 2021-070) is made on this 21st day of December 2021.

SECTION A. RECITALS

1. This Agreement is for the provision of custodial services at the Goleta Valley Library, City Hall, and Corporate Yard; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed eighty-nine thousand seven hundred sixty dollars (\$89,760); and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of twelve thousand two hundred ninety dollars (\$12,290) for additional tasks; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. 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
6. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. The City Council approved this Amendment No. 1, on this 21st day of December 2021.

SECTION B. AMENDED TERMS

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

City of Goleta
Amendment No. 1 to Agreement No. 2021-070
Page 1 of 2

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$12,290 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 \$102,050 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. 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.

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

Exhibit B "Compensation" with **Exhibit B-1 "Compensation"** 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

Michelle Greene, City Manager

Dwayne Walker, Vice President

ATTEST:

Deborah Lopez, City Clerk

Willow Walker, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


Winnie Cai, Assistant City Attorney

EXHIBIT A-1 TASK LIST

Custodial Services at Goleta City Hall

The City owns the building at 130 Cremona Drive, which includes two floors of office space. Interested vendors are welcome to schedule a tour of the office area. Custodial services are needed 3 nights per week at this location. The following is a listing of needed tasks and the frequency in which these tasks need to be performed:

TASK SCHEDULE

Regular Services: General, Private Offices, Lobby, Conference Rooms, and Council Chambers	
1. Empty wastebaskets and insert liners	3x/week
2. Empty all recycling bins	3x/week
3. Dust all exposed furniture including desks, chairs, tables	Weekly
4. Dust all exposed filing cabinets, bookcases, and shelves	Weekly
5. Dust all telephones	Weekly
6. Clean and sanitize telephones	Monthly
7. Clean and sanitize fountains and water coolers	Weekly
8. Low dust on all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.	Weekly
9. . High dust above hand height all horizontal surfaces, including shelves, moldings, ledges	Weekly
10. Spot clean desktops	3x/week
11. Spot clean reception lobby glass including front door and any other partition or door glass	3x/week
12. Clean entire interior glass in partitions and doors	As directed
13. Spot clean interior partition glass	Weekly
14. Dust venetian blinds	As directed
15. Remove dust and cobwebs from ceiling areas	Monthly
16. Dustmop resilient and hard floors or vacuum carpeted floors in traffic lanes only	3x/week
17. Damp mop resilient and hard floors or vacuum carpeted floors in their entirety	Weekly
18. Spot clean spills and stains on carpeted and resilient floors	As directed
19. Remove recycling from designated areas	3x/week
20. Vacuum furniture	As directed
Regular Services: Restrooms	
1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, hand basins	3x/week
2. Clean all glass and mirrors	3x/week
3. Empty all containers and disposals, insert liners and required, spot clean and sanitize containers	3x/week
4. Empty and sanitize interior of sanitary containers	3x/week
5. Spot clean all doors and partitions	3x/week

6. Refill all dispensers to normal limits - napkins, soap, tissue, towel, liners, seat holders, cups (supplies to be provided by vendor)	3x/week
7. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets	3x/week
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings	Weekly
9. Sweep, damp mop, and sanitize hard floor	3x/week
10. Scrub and wax restroom tile	As directed
11. Strip, seal, and wax restroom tile	As directed
Regular Services: Kitchenettes	
1. Clean and sanitize refrigerator exterior	Weekly
2. Clean and sanitize refrigerator interior	As directed
3. Wet wipe microwave ovens	Weekly
4. Empty all trash containers. Spot clean exterior of containers	3x/week
5. Clean and sanitize water cooler	3x/week
6. Low dust (below 36") and high dust (above 72") all horizontal surfaces	Weekly
7. Dust mop resilient and hard floors	3x/week
8. Damp mop resilient and hard floors	3x/week
Floors: Resilient and Hard	
1. Spot and damp mop	3x/week
2. Scrub and wax hard floors and/or tile	As directed
3. Strip, seal and wax hard floors	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Floors: Carpet	
1. Vacuum open areas	3x/week
2. Vacuum entire carpet areas	Weekly
3. Inspect and remove small spots	As directed
4. Hot water extraction of carpets	As directed
5. Carpet cleaning	As directed
Windows	
1. Clean outside	As directed
2. Clean inside	As directed
3. Clean interior glass in partitions and doors in their entirety	As directed
General: Other	
1. Notify building contact of any irregularities (e.g., defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies)	Daily
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization	Daily
3. Conduct customer service visits	As directed
4. Conduct formal customer review.	Annually

Custodial Services at Corporation Yard:

The City of Goleta owns the building at 6735 Hollister Avenue, which includes a single floor of office space. Provision of general janitorial maintenance five (5) times per week per the **TASK SCHEDULE**, including vacuuming, emptying trash/recycling, cleaning the

lobby, offices, breakroom, and conference rooms.

Custodial Services at 27 La Patera Satellite Office

Provide five times per week general janitorial maintenance. Duties will consist of the following: vacuuming the lobby; clean the lobby area; clean and vacuum the two designated offices and clean the kitchen and restrooms only.

Custodial Services at Goleta Valley Library

The City of Goleta owns its library building at 500 N Fairview Ave and needs a vendor to provide custodial services 7 days per week at this location, with an average of 6 hours/day onsite between the hours of 6:00 a.m. - 12:00 p.m. Custodial staff need to be present at the library during these times to respond to any custodial issues and emergencies that may arise, in addition to performing routine tasks. The Goleta Library is heavily used and on any given day receives traffic ranging from 700-1200 persons. Below is a comprehensive list of tasks needed to be performed on a weekly basis at the library.

The below tasks will be performed Tuesdays through Saturdays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies (*all supplies to be provided by vendor)
2. Restock hand soap
3. High Dusting
4. Sweep & mop flooring
5. Completely clean & sanitize toilets, urinals Clean and sanitize all doors
6. Wipe all restroom fixtures & mirrors Empty & remove trash
7. Spot clean walls, doors & light switches Remove cob webs
8. Set up and take down for events
9. Assists with decorating

Offices / Conference Room

1. Empty & remove trash/recycle Remove cob webs
2. Spot clean walls, doors & light switches
3. Spot Clean and wipe down furniture
4. Spot clean glass and windows
5. Vacuum carpets

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Dusting low and high
3. Sweep & Mop flooring
4. Spot clean walls
5. Dust and wipe down all tables and front desk
6. Clean glass on all entry/ exit doors

7. Remove cob webs
8. Vacuum all carpets

Gallery

1. High Low dusting
2. Empty trash and recycling
3. Sweep and mop floors
4. Wipe down and spot clean furniture
5. Furniture set up and take down

Hallways

1. Remove all cobwebs
2. Sweep and mop all flooring
3. Spot clean doors, walls and light switches

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

Weekly Duties:

1. Clean all desks throughout Library

Monthly Duties:

1. Inspect and spot clean all chairs
2. Wash all trash and recycling cans

The below tasks will be performed Sundays and Mondays at the library:

Restrooms (Public, Staff and Children's)

1. Completely restock all paper supplies
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3. Sweep & mop flooring
4. Completely clean & sanitize toilets, urinals
5. Wipe all restroom fixtures & mirrors
6. Empty & remove trash
7. Spot clean walls, doors & light switches
8. Remove cob webs

Offices / Conference Room

1. Empty & remove trash/recycle
2. Remove cob webs
3. Spot clean walls, doors & light switches
4. Vacuum carpets

EXHIBIT B-1 COMPENSATION

Regular Janitorial Services

City Hall:

Effective July 1, 2021:

1. Provision of general janitorial maintenance three times per week per the task schedule listed in Exhibit A: \$1,869 per month
2. Paper and product cost \$325 per month

Total monthly cost at City Hall= \$2,194

Upon the City's request, Service Provider will perform additional work at City Hall:

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2. Strip and wax restroom floors, foyer, and kitchen floor: \$580 per occurrence
3. Scrub and wax restroom floors, foyer, and kitchen floor: \$380 per occurrence

Goleta Valley Library:

Effective July 1, 2021:

1. Provision of general janitorial maintenance seven days per week at the Goleta Valley Library per the task schedule listed in Exhibit A: \$4,271 per month
2. Cost for monthly toilet paper; seat covers; single and multifold hand towels; hand soap and trash liners: \$450 per month

Total monthly cost at Goleta Library= \$4,721

Upon the City's request, Service Provider will perform additional work:

1. Shower scrub and seal lobby floor: \$590 per occurrence
 2. Strip and wax restroom floors: \$510 per occurrence
 3. Scrub and wax restroom floors: \$410 per occurrence
 4. Shampoo and extract carpet: \$380 per occurrence
- Emergency call response = \$45/ hour

Corporation Yard

Effective September 16, 2021

1. Provision of general janitorial maintenance five (5) times per week at the Corporation Yard per the task schedule listed in Exhibit A: \$801 per month

Total Monthly cost at Corporation Yard = \$801

Upon the City's request, Service Provider will perform additional work at Corporation Yard:

1. Strip and wax two restroom floors: \$660 per occurrence
2. Scrub and wax two restroom floors: \$560 per occurrence
3. Shampoo and extract carpet: \$475 per occurrence

27 La Patera Satellite Office

Effective September 16, 2021

2. Provision of general janitorial maintenance five (5) times per week at the 27 La Patera Satellite Office per the task schedule listed in Exhibit A: \$878 per month.

Total Monthly cost at 27 La Patera Satellite Office = \$878

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Sweep & Mop flooring
3. Spot clean walls
4. Dust and wipe down all tables and front desk
5. Clean glass on all entry / exit doors
6. Remove cob webs
7. Vacuum all carpets

Hallways

1. Sweep and mop all flooring
2. Spot clean doors, walls and light switches
3. Remove all cobwebs

Patio Areas

1. Sweep and hose down patio areas
2. Clean glass on patio doors
3. Pick up trash throughout patio area
4. Empty Trashcans

2021-070.1

**AMENDMENT NO. 2
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JANICARE**

This **Amendment No. 2** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and JaniCare ("Service Provider") dated June 15, 2021 ("Agreement," Agreement No. 2021-070) is made on this 11th day of ~~May~~ 2022.

SECTION A. RECITALS

1. This Agreement is for the provision of custodial services at City Hall, Goleta Valley Library, 27 S. La Patera Satellite Office, and Corporate Yard; and

2. The Agreement currently provides in Section 3 Subsection (a) for total compensation not to exceed one hundred two thousand fifty dollars (\$102,050); and

3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2022. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification to Service Provider. The City provided said notice of its desire to extend the term for one additional year to the Service Provider in a letter dated April 18, 2022; and

4. The parties desire to amend this Agreement so as to extend the termination of this Agreement to June 30, 2023; and

5. The City Manager approved this Amendment No. 2, on this 11th day of ~~April~~ May 2022.

SECTION B. AMENDED TERMS

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

1. **Section 6. TERM** of the Agreement is amended to extend the term for one (1) additional year to read in its entirety:

This Agreement shall expire on June 30, 2023, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein. The City may execute one (1) additional one-year extension to the term of the Agreement, to June 30, 2024, by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration of Agreement.

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


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

CITY OF GOLETA


DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

SERVICE PROVIDER

DocuSigned by:

F866C76D23A245A...
Dwayne Walker, Vice President

ATTEST:

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

BCD86075920F462...
Willow Walker, Chief Financial Officer

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 3
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JANICARE**

This **Amendment No. 3** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and JaniCare ("Service Provider") dated June 15, 2021 ("Agreement," Agreement No. 2021-070) is made on this 6th day of September 2022.

SECTION A. RECITALS

1. This Agreement is for the provision of custodial services at City Hall, Goleta Valley Library, 27 S. La Patera Satellite Office, and Corporate Yard; and

2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred two thousand fifty dollars (\$102,050); and

3. On May 11, 2022, pursuant to Section 6 of the Agreement, the parties executed Amendment No. 2 to the Agreement to extend the term of the agreement for one additional year, extending the termination date to June 30, 2023.

4. The parties desire to amend the Agreement so as to provide additional compensation in the amount of one hundred ten thousand dollars (\$110,000), for a total not-to-exceed amount of (\$212,050) for services provided through the contract term ending June 30, 2023; and

5. The City Council approved this Amendment No. 3, on this 6th day of September 2022.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$110,000 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 \$212,050 (herein "not-to-exceed amount") and shall be earned as the work progresses.

City of Goleta
Amendment No. 3 to Agreement No. 2021-070
Page 1 of 2

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Compensation marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2023, 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 CONSULTANT for all work described under this AGREEMENT.

2. 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. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

Robert Nisbet

Robert Nisbet, City Manager

SERVICE PROVIDER

DocuSigned by:

Dwayne Walker

Dwayne Walker, Vice President

ATTEST:

DocuSigned by:

Deborah Lopez

Deborah Lopez, City Clerk

DocuSigned by:

Willow Walker

Willow Walker, Chief Financial Officer

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

Winnie Cai

Winnie Cai, Assistant City Attorney

EXHIBIT B-1 COMPENSATION

Regular Janitorial Services

City Hall:

Effective July 1, 2021:

1. Provision of general janitorial maintenance three times per week per the task schedule listed in Exhibit A: \$1,869 per month
2. Paper and product cost \$325 per month

Total monthly cost at City Hall= \$2,194

Upon the City's request, Service Provider will perform additional work at City Hall:

1. Shampoo and extract carpet on first and second floor: \$980 per occurrence
2. Strip and wax restroom floors, foyer, and kitchen floor: \$580 per occurrence
3. Scrub and wax restroom floors, foyer, and kitchen floor: \$380 per occurrence

Goleta Valley Library:

Effective July 1, 2021:

1. Provision of general janitorial maintenance seven days per week at the Goleta Valley Library per the task schedule listed in Exhibit A: \$4,271 per month
2. Cost for monthly toilet paper; seat covers; single and multifold hand towels; hand soap and trash liners: \$450 per month

Total monthly cost at Goleta Library= \$4,721

Upon the City's request, Service Provider will perform additional work:

1. Shower scrub and seal lobby floor: \$590 per occurrence
2. Strip and wax restroom floors: \$510 per occurrence
3. Scrub and wax restroom floors: \$410 per occurrence
4. Shampoo and extract carpet: \$380 per occurrence

Emergency call response = \$45/ hour

Corporation Yard

Effective September 16, 2021

1. Provision of general janitorial maintenance five (5) times per week at the Corporation Yard per the task schedule listed in Exhibit A: \$801 per month

Total Monthly cost at Corporation Yard = \$801

Upon the City's request, Service Provider will perform additional work at Corporation Yard:

1. Strip and wax two restroom floors: \$660 per occurrence
2. Scrub and wax two restroom floors: \$560 per occurrence
3. Shampoo and extract carpet: \$475 per occurrence

27 La Patera Satellite Office

Effective September 16, 2021

2. Provision of general janitorial maintenance five (5) times per week at the 27 La Patera Satellite Office per the task schedule listed in Exhibit A: \$878 per month.

Total Monthly cost at 27 La Patera Satellite Office = \$878

Lobby & Reception Areas / Front Desk

1. Empty & remove trash/recycle
2. Sweep & Mop flooring
3. Spot clean walls
4. Dust and wipe down all tables and front desk
5. Clean glass on all entry / exit doors
6. Remove cob webs
7. Vacuum all carpets

Hallways

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