

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.10
(ID # 19304)

MEETING DATE:
Tuesday, November 01, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT: Ratification and Approval of the Amendment No. 1 to the Professional Services Agreement with Vacate Termite & Pest Elimination Company, Inc. for Additional Funding for Pest Control Services Through June 30, 2023, All Districts. [Total Cost \$150,000 and up to \$15,000 in additional compensation, 100% Interfund Reimbursement for Services]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 1 to the Professional Service Agreement dated July 01, 2021 with Vacate Termite & Pest Elimination Company, Inc., a California corporation for additional funding for as needed pest control services and to increase the annual contract amount by \$50,000 from \$100,000 to \$150,000 annually until June 30, 2023;
2. Authorize the Chairman of the Board to sign the Amendment on behalf of the County; and,
3. Authorize the Purchasing Agency, in accordance with Ordinance No. 459.4, based on the availability of fiscal funding, and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provision that do not exceed the sum total of ten percent (10%) annually.

ACTION:


Rose Salgado, Director of Facilities Management 10/14/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 1, 2022
xc: FM

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 150,000	\$ 0	\$ 150,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Interfund Reimbursement for Services - 100%			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Contract History and Summary

In June of 2021, the County of Riverside, Department of Facilities Management's (FM) contract with Vacate Termite & Pest Elimination Company, Inc., a California corporation (Vacate Termite), expired. After discussions with the County Purchasing, it was determined that it was in the best interest of the department to piggyback off of the existing Vacate Contract (RIVCO-99872-003-06/23) with the annual cost being under \$100,000 per fiscal year.

FM has been doing business with Vacate Termite since 2009. During that time, Vacate Termite has been able to maintain the same pricing throughout those years, not only to FM but also to other County departments. The 2021 Professional Service Agreement (PSA) with Vacate Termite did not account for the additional monthly cost for one-time services throughout the fiscal year. During this period Vacate Termite was tasked to resolve pest control issues that were not covered under monthly services. For example, termite treatment, wasp/bee removal, rodent removal, and insects not covered under monthly services.

Impact on Residents and Businesses

The allocation of additional funding to Vacate Termite will provide much needed pest control services throughout the County of Riverside. The goal of these services is to provide a clean and safe workplace for county employees and public utilizing public facilities. In addition, by keeping County facilities pest free this help keep down the amount of OSHA complaints and worker's compensation cases throughout the County and allowing departments to maintain adequate staffing for public.

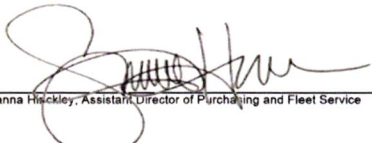
Price Reasonableness

Over the past four (4) years, FM has observed the cost for pest control services increase do to one-times monthly services as well as new types of abatement services such as mosquito abatement, bee/wasp removal, and rodent removal. The increase in these types of services has resulted in the need for additional funds in order to maintain the necessary protection to both the public and county employees. FM is working with Purchasing to go out to bid for a new 5-year pest-control contract later this fiscal year.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

ATTACHMENTS:

- Amendment No. 1 to the Agreement with Vacate Termite & Pest Elimination Company, Inc.
- 2021 Professional Service Agreement with Vacate Termite & Pest Elimination Company, Inc.


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 10/14/2022


Meghan Hahn, Senior Management Analyst 10/21/2022


Ryan Yabko 10/18/2022


Aaron Gettis, Deputy County Counsel 10/18/2022

AMENDMENT NO. 1 TO THE SERVICE AGREEMENT FOR
PEST CONTROL MNGEMENT AND EXTERMINATION SERVICES
BETWEEN COUNTY OF RIVERSIDE
AND VACATE TERMITE & PEST ELIMINATION COMPANY, INC.

Original Period of Performance:	July 1, 2021 through June 30, 2023
Effective Date of Amendment No. 1:	June 1, 2022
Original Annual Maximum Compensation Amount:	\$100,000.00
Amended Annual Maximum Compensation Amount:	\$150,000.00
Contract ID:	FMARC-99872-001-06/23

This Amendment No. 1 to the Service Agreement for Pest Control Management and Extermination Services between County of Riverside and Vacate Termite & Pest Elimination Company, Inc. (herein referred to as "Amendment No. 1") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and VACATE TERMITE & PEST ELIMINATION COMPANY, INC., a California corporation, (herein referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement for Pest Control Management and Extermination Services on July 1, 2021, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to amend the locations listed in Exhibit B, Locations and to amend Exhibit C, Payment Provisions to account for the additional services and locations.

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Exhibit B.** EXHIBIT B, LOCATIONS is hereby amended to add the following subsection B.1:

B.1 Locations: The following list of locations is not an exhaustive list. Contractor will be notified by County of any other locations which require Contractor's services outlined in Exhibit A.

3. **Exhibit C.** EXHIBIT C, PAYMENT PROVISIONS is hereby amended to add the following subsection C.3:

C.3 One-Time Service Fees: County has allocated an additional fifty thousand dollars (\$50,000) to the annual contract to cover as-needed services and one-time services which are not listed in Section C.2.

4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

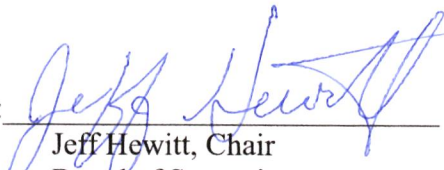
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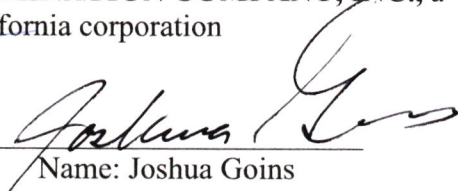
5. **Effective Date.** This Amendment No. 1 shall be effective as of June 1, 2022.
6. **Entire Understanding.** The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understanding, or ancillary covenants, undertaking or agreements that are not contained or expressly referred to within this First Amendment and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

**VACATE TERMITE & PEST,
ELIMINATION COMPANY, INC.**, a
California corporation

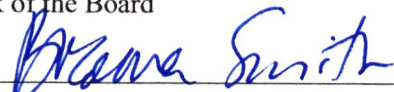
By: 
Jeff Hewitt, Chair
Board of Supervisors

By: 
Name: Joshua Goins
Title: President/CEO

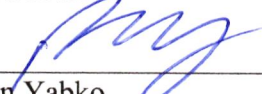
Dated: 11/1/22

Dated: 09/06/2022

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Ryan Yabko
Deputy County Counsel

AMENDMENT NO. 1 TO THE SERVICE AGREEMENT FOR
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 AND VACATE TERMITE & PEST ELIMINATION COMPANY, INC.

EXHIBIT "B"
 LOCATIONS

Bldg#	Address	Service
BA0154	1628 Hargrave Street, Banning	Monthly
BA0139	49500 Twin Pines Road, Banning	Bi-Weekly
BL0316	240 N Broadway Blythe, CA	Monthly
CB3105	50208 Main Street Cabozon, CA	Monthly
CH2801	9401 Oak Glen Road Cherry Vally, CA	Monthly
DH0175	14320 Palm Drive Desert Hot Springs	Monthly
DH0175	14320 Palm Drive Desert Hot Springs	Monthly
HM0601	880 N. State Street Hemet, CA	Monthly
HM0602	880 N. State Street Hemet, CA	Monthly
HM0611	439-50 Acaica Avenue Hemet, CA	Monthly
HM0618	748 N. State Street. Hemet, CA	Monthly
IN0707	46-263 Oasis Street Indio, CA	Bi-Weekly
IN0718	47-915 Oasis Street Indio, CA	Monthly
IN0725	82775 Plaza Avenue Indio, CA	Bi-Weekly
IN0735	44-199 Monroe Street Indio, CA	Weekly
JV5904	5296 Mission Boulevard Rubidoux, Ca	Monthly
JV5908	1500 Castellano Road Rubidoux, CA	Bi-Weekly
JV5909	7477 Mission Inn Boulevard Jurupa Valley, CA	Monthly
LE0503	600 W Graham Avenue Moreno Valley, CA	Monthly
LQ1906	58075 Avenue 58 La Quinta, CA	Monthly
ME2004	91275 66th Avenue Mecca, CA	Monthly
MU1307	30755 Auld Road Murrieta, CA	Bi-Weekly
MU1313	30755 Auld Road Murrieta, CA	Monthly
MV1204	16791 Davis Avenue Moreno Valley, CA	Monthly
MV1204-B	16791 Davis Avenue Moreno Valley, CA	Monthly
MV1206	16958 Bundy Avenue Moreno Valley, CA	Monthly
MV1208	16888 Bundy Avenue Moreno Valley, CA	Monthly
MV1209	16902 Bundy Avenue Moreno Valley, CA	Monthly
MV1209-B	16902 Bundy Avenue Moreno Valley, CA	Monthly
MV1210	16763 Davis Avenue Moreno Valley, CA	Monthly

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Bldg#	Address	Service
MV1211	20630 11th Street Moreno Valley, CA	Monthly
MV1215	16777 Davis Avenue Moreno Valley, CA	Monthly
NR3701	3954 Old Hamner Road Norco, CA	Monthly
NU2401	29990 Lakeview Avenue Nuevo, CA	Monthly
PD2207	Gerald Ford Drive Palm Desert, CA	Monthly
PG1105	19531 Mclane Street Palm Springs, CA	Monthly
PR0807	163 E San Jacinto Avenue Perris, CA	Monthly
PR0810	137 S. Perris Boulevard Perris, CA	Monthly
PR0811	308 E San Jacinto Avenue Perris, CA	Monthly
PR0813	19450 Clark Street Perris, CA	Monthly
PR0831	21091 Rider Street Perris, CA	Monthly
PR0831	21091 Rider Street Perris, CA	Weekly
RV1001	3420 12th Street Riverside, CA	Monthly
RV1001	3420 12th Street Riverside, CA	Weekly
RV0905	4080 Lemon Street Riverside, CA	Monthly
RV0908	7195 Alessandro Boulevard Riverside, CA	Monthly
RV0908	7195 Alessandro Boulevard Riverside, CA	Monthly
RV0917	10281 Kidd Street Riverside, CA	Monthly
RV0919	9990 County Farm Road Riverside, CA	Weekly
RV0922	4065 County Circle Drive Riverside, CA	Monthly
RV0924	4090 County Circle Drive Riverside, CA	Bi- Weekly
RV0925	3133 Mission Inn Avenue Riverside, CA	Weekly
RV0927	7140 Indiana Avenue Riverside, CA	Monthly
RV0932	4293 Orange Street Riverside, CA	Monthly
RV0958	2980 Washington Street Riverside, CA	Bi- Weekly
RV0967	3950 Reynolds Road Riverside, CA	Weekly
RV0990	3021 Franklin Avenue Riverside, CA	Monthly
RV1003	3470 12th Street Riverside, CA	Weekly
RV1009	2530 Third Street Riverside, CA	Monthly
RV1012	3315 Park Avenue Riverside, CA	Monthly
RV1016	6221 Box Springs Road Riverside, CA	Monthly

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Bldg#	Address	Service
RV1017	4200 Orange Street Riverside, CA	Monthly
RV1022	3933 Harrison Street Riverside, CA	Weekly
RV1022	3933 Harrison Street Riverside, CA	Monthly
RV1042	16625 Krameria Avenue Riverside, CA	Monthly
RV1056	3625 14th Street Riverside, CA	Monthly
RV1058	3960 Orange Street Riverside, CA	Monthly
RV1078	3450 14th Street Riverside, CA	Monthly
SN2301	26982 Cherry Hill Boulevard Sun City, CA	Monthly
TM1504	4100 County Center Drive Temecula, CA	Monthly
TR5307	86625 Airport Thermal, CA	Bi- Weekly
WI3000	34300 Mission Trail Wildomar, CA	Monthly

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EXHIBIT "C"
PAYMENT PROVISIONS

C.1 **Prompt Payment:** Prompt payment discount if paid by the 15th of the month following services.
(Invoicing monthly in arrears for all site services)

C.2 **Locations and Costs:**

Bldg#	Address	Service	Number of Rodent Bait Stations (RBS)	Monthly RBS Per Service Cost	Monthly Spray Per Service Cost	Bi-Monthly Per Service Cost	Total Cost
BA0154	1628 Hargrave Street, Banning	Monthly	10	\$25.00	\$25.00		\$50.00
BA0139	49500 Twin Pines Road, Banning	Bi-Weekly	55	\$100.00	\$100.00		\$200.00
BL0316	240 N Broadway Blythe, CA	Monthly			\$75.00		\$75.00
CB3105	50208 Main Street Cabozon, CA	Monthly	24	\$75.00	\$75.00		\$150.00
CH2801	9401 Oak Glen Road Cherry Vally, CA	Monthly	12	\$50.00	\$25.00		\$75.00
DH0175	14320 Palm Drive Desert Hot Springs	Monthly			\$100.00	Pigeons	\$100.00
DH0175	14320 Palm Drive Desert Hot Springs	Monthly	12	\$50.00	\$50.00		\$100.00
HM0601	880 N. State Street Hemet, CA	Monthly	6	\$25.00	\$25.00		\$50.00
HM0602	880 N. State Street Hemet, CA	Monthly	4	\$25.00			\$25.00
HM0611	439-50 Acaica Avenue Hemet, CA	Monthly	7	\$25.00	\$75.00		\$100.00
HM0618	748 N. State Street. Hemet, CA	Monthly	12	\$25.00	\$75.00		\$100.00
IN0707	46-263 Oasis Street Indio, CA	Bi-Weekly	25	\$ -			\$ -
IN0718	47-915 Oasis Street Indio, CA	Monthly	22	\$75.00			\$75.00
IN0725	82775 Plaza Avenue Indio, CA	Bi-Weekly	12	\$12.00	\$ -		\$12.00
IN0735	44-199 Monroe Street Indio, CA	Weekly	10	\$25.00	\$200.00		\$225.00
JV5904	5296 Mission Boulevard Rubidoux, Ca	Monthly	20	\$50.00	\$125.00		\$175.00
JV5908	1500 Castellano Road Rubidoux, CA	Bi-Weekly	32	\$ -			\$ -
JV5909	7477 Mission Inn Boulevard Jurupa Valley, CA	Monthly	24	\$75.00			\$75.00
LE0503	600 W Graham Avenue Moreno Valley, CA	Monthly	10	\$25.00	\$100.00		\$125.00
LQ1906	58075 Avenue 58 La Quinta, CA	Monthly	20	\$50.00	\$50.00		\$100.00
ME2004	91275 66th Avenue Mecca, CA	Monthly	17	\$75.00	\$75.00	Pigeons	\$150.00
MU1307	30755 Auld Road Murrieta, CA	Bi-Weekly	50	\$150.00		Squirrels	\$150.00
MU1313	30755 Auld Road Murrieta, CA	Monthly	22	\$75.00			\$75.00
MV1204	16791 Davis Avenue Moreno Valley, CA	Monthly	18	\$50.00	\$25.00		\$75.00
MV1204-B	16791 Davis Avenue Moreno Valley, CA	Monthly			\$50.00		\$50.00

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Bldg#	Address	Service	Number of Rodent Bait Stations (RBS)	Monthly RBS Per Service Cost	Monthly Spray Per Service Cost	Bi-Monthly Per Service Cost	Total Cost
MV1206	16958 Bundy Avenue Moreno Valley, CA	Monthly	9	\$25.00	\$25.00		\$50.00
MV1208	16888 Bundy Avenue Moreno Valley, CA	Monthly	8	\$25.00	\$25.00		\$50.00
MV1209	16902 Bundy Avenue Moreno Valley, CA	Monthly	8	\$25.00	\$25.00		\$50.00
MV1209-B	16902 Bundy Avenue Moreno Valley, CA	Monthly	12	\$50.00	\$25.00		\$75.00
MV1210	16763 Davis Avenue Moreno Valley, CA	Monthly	14	\$50.00	\$25.00		\$75.00
MV1211	20630 11th Street Moreno Valley, CA	Monthly	8	\$25.00	\$25.00		\$50.00
MV1215	16777 Davis Avenue Moreno Valley, CA	Monthly	8	\$25.00	\$50.00		\$75.00
NR3701	3954 Old Hamner Road Norco, CA	Monthly	12	\$50.00			\$50.00
NU2401	29990 Lakeview Avenue Nuevo, CA	Monthly	8	\$25.00	\$100.00		\$125.00
PD2207	Gerald Ford Drive Palm Desert, CA	Monthly			\$75.00		\$75.00
PG1105	19531 Mclane Street Palm Springs, CA	Monthly			\$50.00		\$50.00
PR0807	163 E San Jacinto Avenue Perris, CA	Monthly	10	\$25.00	\$50.00		\$75.00
PR0810	137 S. Perris Boulevard Perris, CA	Monthly	10	\$25.00	\$50.00		\$75.00
PR0811	308 E San Jacinto Avenue Perris, CA	Monthly	9	\$25.00	\$25.00		\$50.00
PR0813	19450 Clark Street Perris, CA	Monthly	10	\$25.00	\$25.00		\$50.00
PR0831	21091 Rider Street Perris, CA	Monthly			\$50.00	Pigeons	\$50.00
PR0831	21091 Rider Street Perris, CA	Weekly	56	\$75.00	\$100.00		\$175.00
RV1001	3420 12th Street Riverside, CA	Monthly	22	\$75.00			\$75.00
RV1001	3420 12th Street Riverside, CA	Weekly	???	\$100.00		Inspection	\$100.00
RV0905	4080 Lemon Street Riverside, CA	Monthly	25	\$75.00	\$50.00		\$125.00
RV0908	7195 Alessandro Boulevard Riverside, CA	Monthly	22	\$75.00	\$75.00		\$150.00
RV0908	7195 Alessandro Boulevard Riverside, CA	Monthly			\$100.00	Gopher	\$100.00
RV0917	10281 Kidd Street Riverside, CA	Monthly	37	\$100.00	\$75.00		\$175.00
RV0919	9990 County Farm Road Riverside, CA	Weekly	40	\$120.00	\$75.00	Gopher	\$1,120.00
RV0922	4065 County Circle Drive Riverside, CA	Monthly	45	\$125.00	\$100.00		\$250.00
RV0924	4090 County Circle Drive Riverside, CA	Bi-Weekly	7	\$ -			\$ -
RV0925	3133 Mission Inn Avenue Riverside, CA	Weekly	26	\$175.00	\$75.00		\$250.00
RV0927	7140 Indiana Avenue Riverside, CA	Monthly	6	\$25.00	\$50.00		\$75.00
RV0932	4293 Orange Street Riverside, CA	Monthly	12	\$50.00			\$50.00
RV0958	2980 Washington Street Riverside, CA	Bi-Weekly	35	\$ -			\$ -

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Bldg#	Address	Service	Number of Rodent Bait Stations (RBS)	Monthly RBS Per Service Cost	Monthly Spray Per Service Cost	Bi-Monthly Per Service Cost	Total Cost
RV0967	3950 Reynolds Road Riverside, CA	Weekly	44	\$125.00	\$200.00		\$325.00
RV0990	3021 Franklin Avenue Riverside, CA	Monthly	7	\$25.00	\$50.00		\$75.00
RV1003	3470 12th Street Riverside, CA	Weekly			\$100.00		\$100.00
RV1009	2530 Third Street Riverside, CA	Monthly			\$50.00		\$50.00
RV1012	3315 Park Avenue Riverside, CA	Monthly	10	\$25.00	\$50.00		\$75.00
RV1016	6221 Box Springs Road Riverside, CA	Monthly	45	\$125.00	\$50.00		\$175.00
RV1017	4200 Orange Street Riverside, CA	Monthly	10	\$25.00	\$25.00		\$50.00
RV1022	3933 Harrison Street Riverside, CA	Weekly			\$200.00		\$200.00
RV1022	3933 Harrison Street Riverside, CA	Monthly	4	\$25.00			\$25.00
RV1042	16625 Krameria Avenue Riverside, CA	Monthly	6	\$25.00	\$50.00		\$75.00
RV1056	3625 14th Street Riverside, CA	Monthly	12	\$75.00			\$75.00
RV1058	3960 Orange Street Riverside, CA	Monthly			\$50.00		\$50.00
RV1078	3450 14th Street Riverside, CA	Monthly	12	\$50.00	\$25.00		\$75.00
SN2301	26982 Cherry Hill Boulevard Sun City, CA	Monthly	12	\$50.00	\$25.00		\$75.00
TM1504	4100 County Center Drive Temecula, CA	Monthly	30	\$75.00	\$175.00		\$250.00
TR5307	86625 Airport Thermal, CA	Bi-Weekly	12	\$50.00	\$50.00		\$100.00
WI3000	34300 Mission Trail Wildomar, CA	Monthly	12	\$50.00			\$50.00

PROFESSIONAL SERVICE AGREEMENT

for

PEST CONTROL MANAGEMENT AND EXTERMINATION SERVICES

between

FACILITIES MANAGEMENT DEPARTMENT

and

VACATE TERMITE & PEST ELIMINATION COMPANY, INC.



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This Agreement, made and entered into this 1 day of July, 2021, by and between VACATE TERMITE & PEST ELIMINATION COMPANY, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the locations stated in Exhibit B, Locations and at the prices stated in Exhibit C, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2023 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars, (\$100,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY FACILITIES MANGEMENT DEPARTMENT

3133 MISSION INN AVE.

RIVERSIDE, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-99872-001-06/23) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are

made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies with jurisdiction, and shall maintain these throughout the terms of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents, and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

FACILITIES MANGEMENT
DEPARTMENT
3133 Mission Inn Ave.
Riverside, CA 92507

CONTRACTOR

VACATE TERMITE & PEST ELIMINATION
COMPANY, INC.
24281 Postal Ave. #C223
Moreno Valley, CA 92553

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto

evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and have no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

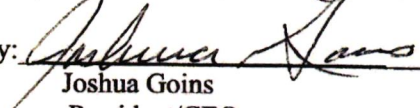
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Jamie Garcia
Procurement Contract Specialist

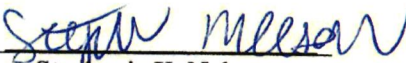
Dated: 11/2/21

VACATE TERMITE & PEST ELIMINATION COMPANY, INC.

By: 
Joshua Goins
President/CEO

Dated: 10/27/2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Stephanie K. Nelson
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICES**

A1.0 Objective: The goal of this Agreement is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human/environmental exposure to pesticides. Pest infestation carries disease spreading pathogens which pose an increased threat to the patient's health and thus, must be controlled through an effective Integrated Pest Management program. The Contractor shall furnish all supervision, labor, materials, and pesticide application components. The Contractor shall also provide detailed, site-specific recommendation for procedural modifications that may be necessary to achieve pest prevention.

A2.0 Add / Delete Sites: Throughout the period of performance of this Agreement, County retains the right to add and/or delete sites as it meets the operational requirements of the using departments/agencies. Contractor will be notified of any add/deletions and updated pricing for added sites will be requested at the time of notification.

A3.0. Inspections: Contractor shall provide weekly, bi-weekly and/or monthly pest control treatment service for the prevention, management, and elimination of pests which include but are not limited to the following types of pests/insects:

A3.1 Types of Pest/Insect:

- a) Ants
- b) Cockroaches
- c) Crickets
- d) Earwigs
- e) Rats & Mice
- f) Scorpions
- g) Silverfish
- h) Spiders

A4.0 Chemicals: Use of low impact chemicals indoors & outdoors and the most environmentally friendly are required to be considered first in highly sensitive areas. Examples include, but are not limited to: baits,

traps, gel, crack and crevice materials, and pest exclusion. When pesticide use is necessary, as a last resort Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

A5.0 Frequency of application shall be scheduled based on building content and other criteria essential to the elimination of pests. County facilities may have industrial/institutional kitchens that are included in this Agreement.

A6.0 Rodent Bait Stations: During the first month of the agreement period the pest control operator must establish rodent bait stations (RBS) in all rodent-prone areas if requested to do so by the facilities supervisor/contact. RBS will be inspected monthly at a minimum and replaced as needed.

A7.0 Contractor shall conduct thorough inspections inside and outside of the County buildings during each service to determine the entry points, water sources, food sources, and harborage areas so pests may be treated and contained.

A8.0 Contractor shall provide treatment for multiple types of pest control included in the monthly service provided as well as separate categories of pest control which require an additional cost. Exhibit B Payment Provisions list separate categories of pest control and their respective costs.

A8.1 Other Maintenance: Contractor shall provide maintenance of Fly Lights to ensure that they are working properly throughout the building location when requested by the County. This includes but is not limited to, replacing lights and replacing sticky boards with date of installation as needed.

A9.0 Contractor shall be available 24-hours a day, 7-days a week in the event of an emergency and must respond to an emergency service call within 24 hours.

A10.0 Contractor shall customize an insect control treatment strategy to eliminate any existing pest infestations and their sources for each County department/agency when requested to do so. This shall include detailed, site-specific recommendations for procedural modifications that may be necessary to achieve pest prevention.

A11.0 Contractor shall provide and maintain a logbook with service history of the facility and safety information. Additionally, the logbook will include documentation of state licensing and certification, copies of service reports, product labels, Material Safety Data Sheets, employee in-services, and other relevant information.

A12.0 Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and disposal required.

A13.0 Contractor shall be responsible for application of pesticides according to the label and all applicable regulations. All pesticides must be registered with the U.S. Environmental Protection Agency (EPA), State and/or local jurisdiction unless prior approval is given by the Environmental Services Manager. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws/regulation. No pesticide shall be stored on the grounds on the campus. No pesticide product shall be applied that has not been approved in writing by the Environmental Services Manager or the Food and Nutrition Manager if the treatment will affect the kitchen and any other area where food is either prepared or stored.

A14.0 All pest control work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

A15.0 Throughout the term of this Agreement, all personnel providing on-site pest control service must maintain certification as commercial pesticide applicators in the appropriate categories for the facilities listed below. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under this Agreement. Protective clothing and accessories shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the product being used.

A16.0 Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

EXHIBIT "B"
LOCATIONS

Bldg.#	Address	Acct #
BA0154	50208 Main St Ste A. Banning, CA	1406
BA0101	135 Alessandro Rd Banning, CA	1356
BA0139	49500 Twin Pines Road Banning, CA	3345
BL0316	240 N. Broadway 220 N. Broadway Blythe, CA	2006
CB3105	50208 Main Street Cabazon, CA	1408
DH1705	14320 Palm Dr Desert Hot Springs, CA	2991
HM0601	880 N State St Hemet, CA	3343
HM0602	880 N State St Hemet, CA	3344
HM0618	749 N. State St. Hemet, CA	2481
IN0707	46263 Oasis St. Indio, CA	1414
IN0718	47915 Oasis St Indio, CA	2676
IN0725	82775 Plaza Avenue Indio, CA	1415
IN0735	44199 Monroe St. Indio, CA	1416
JV5904	5256 Mission Blvd Jurupa Valley, CA	1455
JV5908	1500 Castellano Rd Jurupa Valley, CA	1456
LE0521	16275 Grand Ave Lake Elsinore, CA	3886
ME2004	91275 66th Avenue Mecca, CA	1419
MU1307	30755 Auld Rd Murrieta, CA	1421
MU1313	30755-C Auld Road Murrieta, CA	2610
MV1207	16930 Bundy Ave Moreno Valley, CA	2678
MV1208	16888 Bundy Ave Moreno Valley, CA	1427
MV1209	16902 Bundy Ave Moreno Valley, CA	1428
MV1210	16763 Davis Ave Moreno Valley, CA	1429
PG1101	3255 E Tahquitz Canyon	1432
PG1105	19531 McLane Street Palm Springs, CA	1722
PR0811	308 San Jacinto Ave Perris, CA	1434
PR0813	17650 Cajalco Rd. Perris, CA	3959
PR0831	21091 Rider St. Perris, CA	2980
RV1001	3420 12th Street Riverside, CA	3259
RV0905	4080 Lemon Street Riverside, CA	1436

Bldg.#	Address	Acct #
RV0917	10281 Kidd Street Riverside, CA	1438
RV0919 EDA	9990 County Farm Road Riverside, CA	1485
RV0920	4095 County Circle Dr Riverside, CA	4350
RV0921	4060 County Circle Dr Riverside, CA	4362
RV0922	4065 County Circle Dr Riverside, CA	1440
RV0924	4090 County Circle Dr Riverside, CA	1441
RV0925	3133 Mission Inn Avenue Riverside, CA	1442
RV0927	7140 Indiana Ave Riverside, CA	1443
RV0932	4293 Orange St Riverside Ca	1734
RV0958	2980 Washington Street Riverside, CA	1446
RV0967	3950 Reynolds Rd Riverside	1447
RV0990	3021 Franklin Ave Riverside, CA	1448
RV0996	4075 Main Street Riverside, CA	1451
RV1003	3470 12th Street Riverside, CA	3588
RV1012	3315 Park Avenue Riverside, CA	1452
RV1016	6221 Box Springs Blvd Riverside, CA	1453
RV1017	4200 Orange Street Riverside, CA	1890
RV1022	3933 Harrison Street Riverside, CA	3388
RV1056	3625 14th Street Riverside, CA	3684
RV1058	3960 Orange Street Riverside, CA	1649
RV1078	3450 14th St. Riverside, CA	2845
RV1087	10000 County Farm Rd Riverside, CA	3915
RV1088	450 E Alessandro Blvd Banning, CA	4430
TM1502	41002 County Center Drive Temecula, CA	4462

EXHIBIT "C"
PAYMENT PROVISIONS

C.1 Prompt Payment: Prompt payment discount if paid by the 15th of the month following services.
(Invoicing monthly in arrears for all site services)

C.2 Locations and Cost:

Bldg.#	Address	Acct #	Service	# of RBS	Mthly RBS Cost \$	Mthly Spray Cost \$	Bi-Mthly Cost \$	Total Mthly Cost \$
BA0154	50208 Main St Ste A. Banning, CA	1406	Monthly			\$25.00		\$25.00
BA0101	135 Alessandro Rd Banning, CA	1356	Monthly	22	\$75.00	\$25.00		\$100.00
BA0139	49500 Twin Pines Road Banning, CA	3345	Bi-Weekly	55	\$100.00	\$100.00		\$200.00
BL0316	240 N. Broadway 220 N. Broadway Blythe, CA	2006	Monthly			\$75.00		\$75.00
CB3105	50208 Main Street Cabazon, CA	1408	Monthly	24	\$75.00	\$75.00		\$150.00
DH1705	14320 Palm Dr Desert Hot Springs, CA	2991	Monthly			\$100.00	Pigeons	\$100.00
DH1705	14320 Palm Dr Desert Hot Springs, CA	2991	Monthly	12	\$50.00	\$50.00		\$100.00
HM0601	880 N State St Hemet, CA	3343	Monthly	6	\$25.00	\$25.00		\$50.00
HM0602	880 N State St Hemet, CA	3344	Monthly	4	\$25.00			\$25.00
HM0618	749 N. State St. Hemet, CA	2481	Monthly	12	\$25.00	\$75.00		\$100.00
IN0707	46263 Oasis St. Indio, CA	1414	Bi-Monthly	25	\$75.00	\$75.00		\$0.00
IN0718	47915 Oasis St Indio, CA	2676	Monthly	22	\$75.00			\$75.00
IN0725	82775 Plaza Avenue Indio, CA	1415	Bi-Monthly	12	\$50.00	\$50.00		\$0.00
IN0735	44199 Monroe St. Indio, CA	1416	Weekly	10	\$25.00	\$200.00		\$225.00
JV5904	5256 Mission Blvd Jurupa Valley, CA	1455	Monthly	1	\$50.00	\$125.00		\$175.00
JV5908	1500 Castellano Rd Jurupa Valley, CA	1456	Bi-Monthly	32	\$100.00	\$50.00		\$0.00
LE0521	16275 Grand Ave Lake Elsinore, CA	3886	Quarterly	24	\$75.00	\$150.00		\$225.00
ME2004	91275 66th Avenue Mecca, CA	1419	Monthly	17	\$75.00	\$75.00	Pigeons	\$150.00
MU1307	30755 Auld Rd Murrieta, CA	1421	Bi-Weekly	50	\$150.00		Squirrels	\$150.00
MU1313	30755-C Auld Road Murrieta, CA	2610	Monthly	22	\$75.00			\$75.00
MV1207	16930 Bundy Ave Moreno Valley, CA	2678	Monthly	12	\$50.00	\$25.00		\$75.00
MV1208	16888 Bundy Ave Moreno Valley, CA	1427	Monthly	8	\$25.00	\$25.00		\$50.00
MV1209	16902 Bundy Ave Moreno Valley, CA	1428	Monthly	8	\$25.00	\$25.00		\$50.00
MV1210	16763 Davis Ave Moreno Valley, CA	1429	Monthly	14	\$50.00	\$25.00		\$75.00
PG1101	3255 E Tahquitz Canyon	1432	Monthly	24	\$75.00	\$50.00		\$125.00
PG1105	19531 McLane Street Palm Springs, CA	1722	Monthly	10	\$25.00	\$50.00		\$75.00
PR0811	308 San Jacinto Ave Perris, CA	1434	Monthly	9	\$25.00	\$25.00		\$50.00
PR0813	17650 Cajalco Rd. Perris, CA	3959	Monthly	10	\$25.00	\$25.00		\$50.00
PR0831	21091 Rider St. Perris, CA	2980	Monthly			\$50.00	Pigeons	\$50.00
PR0831	21091 Rider St. Perris, CA	2980	Weekly	56	\$100.00	\$100.00		\$200.00
RV1001	3420 12th Street Riverside, CA	3259	Monthly	22	\$75.00			\$75.00
RV1001	3420 12th Street Riverside, CA	3259	Weekly		\$125.00	Weekly Int.	Inspection	\$125.00
RV0905	4080 Lemon Street Riverside, CA	1436	Monthly	25	\$75.00	\$50.00		\$125.00

Bldg.#	Address	Acct #	Service	# of RBS	Mthly RBS Cost \$	Mthly Spray Cost \$	Bi-Mthly Cost \$	Total Mthly Cost \$
RV0905	4080 Lemon Street Riverside, CA	1436	Monthly			\$50.00	Fly Lights	\$50.00
RV0917	10281 Kidd Street Riverside, CA	1438	Monthly	6	\$75.00	\$50.00	Fly Lights	\$125.00
RV0917	10281 Kidd Street Riverside, CA	1438	Monthly	37	\$100.00	\$75.00		\$175.00
RV0919 EDA	9990 County Farm Road Riverside, CA	1485	Weekly	40sq	\$120.00	\$800.00	gopher	\$920.00
RV0920	4095 County Circle Dr Riverside, CA	4350	Quarterly			\$175.00		\$175.00
RV0921	4060 County Circle Dr Riverside, CA	4362	Monthly	22	\$75.00			\$75.00
RV0921	4060 County Circle Dr Riverside, CA	4362	Weekly			\$100.00		\$100.00
RV0922	4065 County Circle Dr Riverside, CA	1440	Monthly	45	\$125.00	\$125.00		\$250.00
RV0924	4090 County Circle Dr Riverside, CA	1441	Bi-Monthly	7	\$25.00	\$75.00		\$0.00
RV0925	3133 Mission Inn Avenue Riverside, CA	1442	Quarterly			\$175.00	GPC Spray	\$175.00
RV0925	3133 Mission Inn Avenue Riverside, CA	1442	Weekly	26	\$175.00	\$75.00		\$250.00
RV0927	7140 Indiana Ave Riverside, CA	1443	Monthly	6	\$25.00	\$50.00		\$75.00
RV0927	7140 Indiana Ave Riverside, CA	1443	Monthly	3	\$150.00	\$50.00	Fly Lights	\$200.00
RV0932	4293 Orange St Riverside Ca	1734	Monthly	12	\$50.00			\$50.00
RV0958	2980 Washington Street Riverside, CA	1446	Bi-Monthly	35	\$100.00	\$75.00		\$175.00
RV0967	3950 Reynolds Rd Riverside	1447	Weekly	44	\$125.00	\$200.00		\$325.00
RV0990	3021 Franklin Ave Riverside, CA	1448	Monthly	7	\$25.00	\$50.00		\$75.00
RV0996	4075 Main Street Riverside, CA	1451	Monthly	12	\$50.00	\$50.00		\$100.00
RV1003	3470 12th Street Riverside, CA	3588	Weekly			\$100.00		\$100.00
RV1012	3315 Park Avenue Riverside, CA	1452	Monthly	10	\$25.00	\$50.00		\$75.00
RV1016	6221 Box Springs Blvd Riverside, CA	1453	Monthly	45	\$125.00	\$50.00		\$175.00
RV1017	4200 Orange Street Riverside, CA	1890	Monthly	10	\$25.00	\$25.00		\$50.00
RV1022	3933 Harrison Street Riverside, CA	3388	Weekly	4	\$25.00	\$200.00		\$225.00
RV1056	3625 14th Street Riverside, CA	3684	Monthly	12	\$75.00			\$75.00
RV1058	3960 Orange Street Riverside, CA	1649	Monthly			\$50.00		\$50.00
RV1078	3450 14th St. Riverside, CA	2845	Monthly	12	\$50.00	\$25.00		\$75.00
RV1087	10000 County Farm Rd Riverside, CA	3915	Monthly	22	\$75.00	\$25.00		\$100.00
RV1087	10000 County Farm Rd Riverside, CA	3915	Monthly	12sq	\$50.00		Squirrel	\$50.00
RV1088	450 E Alessandro Blvd Banning, CA	4430	Monthly	34	\$100.00	\$100.00		\$200.00
TM1502	41002 County Center Drive Temecula, CA	4462	Quarterly			\$150.00		\$0.00