

Pestmaster Services, L.P.

Routine Pest Control Services

AGREEMENT FOR SERVICES #9883

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Pestmaster Services, L.P., a Delaware limited partnership duly qualified to conduct business in the State of California, whose principal place of business is 4901 Patata Street, Unit 401-402, Cudahy, California 90201, whose mailing address is 9716 South Virginia Street, Suite E-F, Reno, Nevada 89511, and whose local address is 5901 Price Avenue, Suite 1046, McClennan Park, California 95652 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Chief Administrative Office, Facilities Division in performing services necessary to provide routine pest control services at various County-operated facilities located within the County boundaries;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on January 30, 2025, Contractor was formally approved to a qualified list for Electrical, Heating, Ventilation, and Air Conditioning, Elevator, Environmental, Snow Removal, Pest Management, Restoration and Repair, Surveying, Fire Suppression, Arborist, and Roofing Services, Category F, for Pest Management services, as the result of competitive Request for Qualifications (RFQ) #24-0039;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, subcontractors, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall provide routine pest and rodent control services at various County-operated facilities located within the County boundaries that include at a minimum: spraying and/or trapping ants, spiders, earwigs, wasps, bed bugs, termites, birds, bats, mice, and rats, and any other nuisance insects, and small animals.

Services for this Agreement shall only be performed under the Branch 2 Structural Pest Control Board License and shall not include any services that require a Branch 3 Structural Pest Control Board License.

Contractor shall transport, handle, and use all registered pesticides in strict accordance with the manufacturer's product labeling instructions and follow the crack and crevice, spot, general, and space methods of treatment consistent with industry standards. All pesticides used by the Contractor shall be registered with the United States Environmental Protection Agency (EPA) and the State of California. Pesticides used shall comply with all applicable Occupational Safety and Health Administration (OSHA), EPA, Food and Drug Administration (FDA), United States Department of Agriculture (USDA) and the State of California Department of Pesticide Regulation (DPR) safety regulations and standards including requirements under the current Federal Insecticide, Fungicide, and Rodenticide Act. Furthermore, Contractor shall comply with all pesticide regulations and registration requirements of the El Dorado and Alpine Counties Department of Agriculture and Weights and Measures. Where there is a conflict between applicable regulations, the most stringent shall apply.

Contractor shall strictly adhere to the guidelines established in Exhibit A, marked "Integrated Pest Management Policy and Standard Operating Procedures for Pesticide Applications," incorporated herein and made by reference a part hereof. Exhibit A specifies an approach that utilizes Integrated Pest Management (IPM) methodologies prior to the use and application of pesticides. When pesticides must be used, the Contractor shall follow the procedures described within the Standard Operating Procedures (SOP). Deviation from the SOP will only be permitted through prior written consent from the County's Contract Administrator, or designee. Failure to comply with the IPM Policy and SOP for pesticide applications may result in contract termination.

Exhibit A may be updated to include current best practices, new information, and recently instituted State and Federal Laws. When updates are required, County's Contract

Administrator, or designee, will provide Contractor with a revised Exhibit A that includes the most up to date standards and guidelines. Each revised Exhibit A will be attached to this Agreement as an addendum and dated accordingly.

Upon full execution of this Agreement, County's Contract Administrator, or designee, will issue a single written Notice to Proceed for all of the routine pest control services to be provided under this Agreement. Contractor shall not commence work on any of the routine services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for routine services shall be mutually agreed upon by County's Contract Administrator, or designee, and Contractor in advance of performing the routine services.

Routine service locations shall include at a minimum, those facilities as identified in Exhibit B, marked "Routine Services Rate Schedule," incorporated herein and made by reference a part hereof. In the event of a change in the service locations, required services, frequency of services, or cost per service, County's Contract Administrator, or designee, will provide Contractor with a revised list of locations via an addendum to the Agreement. When a new location is requested by County's Contract Administrator, or designee, Contractor shall provide a written quote with proposed services, service frequency, and cost per service for the requested pest control services for the new location. Upon County Contract Administrator, or designee's, review and approval, County's Contract Administrator, or designee, will provide Contractor with a revised list of service locations. Each revised list shall be attached to this Agreement as an addendum subject to the terms of this Agreement, including the compensation terms of ARTICLE III, Compensation for Services. The effective date of the changes in locations shall be indicated on the revised list.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Contractor shall receive direction from County's Contract Administrator, or designee.

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator, or designee. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator, or designee. Contractor shall submit all deliverables to County's Contract Administrator, or designee, in accordance with completion time schedules established by County's Contract Administrator, or designee. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XX, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees, agents, associates, representatives, or subcontractors.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates for routine services shall be in accordance with Exhibit B. The rates listed in Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months of this Agreement with thirty (30) calendar days prior written notice from Contractor and prior written approval by County's Contract Administrator, or designee. Any rate increases authorized by County's Contract Administrator, or designee, shall not exceed three percent (3%) annually and shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded. This rate adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

Subcontractor's services and other outside services authorized herein shall be invoiced at Contractor's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator, or designee, or successor. Any invoices that include subcontractor services shall be accompanied by backup documentation to substantiate Contractor's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$115,000.00, inclusive of all work of subcontractors, and all costs, taxes, and expenses.

Invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XX, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator, or designee. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Submittals: Contractor shall provide County's Contract Administrator, or designee, with Material Safety Data Sheets (MSDS), Product Data Sheets or other manufacturers' documents including instructions, guarantees and warranties, as applicable, for each product used, installed or applied as part of the Work.

Contractor shall provide and maintain, on-site for the duration of the project, MSDS for all pesticides and rodent control materials, and other products used for the work of this Project. Contractor shall provide copies of the above referenced MSDS sheets to the County's Contract Administrator, or designee, forty-eight (48) hours prior to commencement of on-site work. All other submittals shall be provided timely in order to avoid delay to the Project.

ARTICLE VII

Protection of Facilities:

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator, or designee.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator, or designee.

ARTICLE VIII

Safety: Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

ARTICLE IX

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE X

Payment of all Federal, State, or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XI

Compliance with all Applicable Laws: Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XII

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XIII

Workers' Compensation: Contractor shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: Ted DeMarino
Ted DeMarino (Nov 18, 2025 16:02:04 CST)

Dated: 11/18/2025

ARTICLE XIV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XV

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others.

However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, or designee, in writing, authorizes that agreement or sharing of information.

ARTICLE XVI

Confidentiality: Contractor and any subcontractors authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, including any subcontractors authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, or designee, authorize Contractor to utilize subcontractors for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Contractor prior to subcontractors' commencement of any work under this Agreement. Specific subcontractors shall be authorized pursuant to this Agreement. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward County.

ARTICLE XVIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner,

means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XX

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect;
- c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement,

unless County agrees, in writing, to an extension of the time to perform before that time period expires.

d. A violation of ARTICLE XXX, Conflict of Interest.

- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Pestmaster Services, L.P.
4901 Patata Street, Unit 401-402
Cudahy, California 90201

Attn.: Ted DeMarino, Chief Executive Officer

or to such other location as Contractor directs.

ARTICLE XXII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, or designee, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIII

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Contractor shall ensure that all subcontractors authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXV

Licenses: Contractor warrants and represents that it holds and will maintain throughout the term of this Contract all licenses, certifications, and health and safety permits required by the categories and types of work to be performed under this Agreement, including at a minimum, a Branch 2 Structural Pest Control Board License. All of the above licenses, certifications, and permits shall be obtained and maintained at Contractor's sole expense.

Contractor shall possess and maintain a valid Pest Control Business License issued by the State of California Department of Pesticide Regulation (DPR) for the duration of this Agreement. The Contractor is responsible for providing only experienced personnel who have been trained and certified by the State of California to handle and apply the classes

of pesticide products necessary for the pest control services described herein. The Contractor's personnel shall possess and maintain, as appropriate to their job descriptions, Qualified Applicator Certificates, or Qualified Applicator Licenses, for the duration of this agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXVIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator, or designee, shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XX, Default, Termination, or Cancellation.

ARTICLE XXXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor and its subcontractors, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees, subcontractors, and representatives shall not unlawfully discriminate against any employee or applicant

for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor and its subcontractors shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations, section 8103.

ARTICLE XXXII

California Residency (Form 590): All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

ARTICLE XXXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXVII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVIII

Partial Invalidity: If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIX

No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XL

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XLI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--PESTMASTER SERVICES, L.P.--

By: *Ted DeMarino*
Ted DeMarino (Nov 18, 2025 16:02:04 CST)

Dated: 11/18/2025

Ted DeMarino
Chief Executive Officer
"Contractor"

By: *William A. Newby III*
William A. Newby III (Nov 18, 2025 16:03:38 CST)

Dated: 11/18/2025

Bill Newby
Chief Financial Officer

Pestmaster Services, L.P.

Exhibit A

Integrated Pest Management Policy and Standard Operating Procedures for Pesticide Applications

1.0 PREAMBLE

The County's Facilities Division, Agricultural Department, Department of Transportation, and Environmental Management Department (all hereinafter referred to as "Departments") are committed to implementing this Integrated Pest Management (IPM) Policy (Policy) to guide the management of its facilities, landscaped areas, and rights-of-way. This IPM approach promotes the protection of the residents and visitors, as well as the local waterways, and utilizes a pest management strategy that promotes the long-term suppression of pest problems with minimum impact on non-target organisms and the environment as well as a reduction in use of pesticides.

For purposes of this Policy, the term "pesticides" is a general term that includes herbicides, insecticides, fungicides, and rodenticides.

This Policy and associated Implementing Standard Operating Procedures (SOP) applies to the Western Slope of the County only and does not apply to pesticide applications in the Tahoe Basin portion of the County.

This Policy includes a long-term approach and is expected to be refined with best practices and new information, State and Federal Laws, and as our experience grows. This policy is intended to be dynamic and evolve/change over time in an effort to achieve effectiveness.

2.0 PURPOSE AND GOALS

It is the purpose and intent of this Policy to:

1. Reduce reliance on and minimize the use of pesticides as a part of the County's operations and on County owned property and rights-of-way that may adversely impact water quality; and
2. Outline how County departments are to perform pest management so that it is consistent with the University of California Statewide Integrated Pest Management (UC-IPM) definition (<https://www2.ipm.ucanr.edu/what-is-IPM/>):

IPM is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

Specific goals of this Policy are described in each applicable subsection included in this document.

3.0 POLICY

It is the Policy of the Departments that:

1. The County will implement the IPM methods and tools listed in this document. They are intended to work in combination although they may also be effective when implemented independently. Although, pesticide applications will be evaluated on a situation, location, and County department specific basis, IPM methods and tools will be used prior to and during pesticide applications.
2. This Policy shall be implemented by County departments that apply pesticides and through an IPM Coordinator. Several areas important to the implementation of this Policy are outlined in the following subsections, including a description of the IPM Coordinator's role.
3. This Policy governs County employees and/or contractors hired by County departments and persons acting under the authority of the County in the care and maintenance of County facilities, landscaped areas, and rights-of-way.
4. Where pesticide management and/or applications are provided by contractors, the County will contract with IPM-trained and/or IPM-certified pest control applicators. A clause will be included within the contract to ensure that pesticide applicators implement IPM and follow the Departments' Policy.
5. Only persons specifically authorized by the IPM Coordinator as Pesticide Applicators will be permitted to bring or use pesticides on County property. Pesticide applicators must follow regulations and label precautions. Applicators will have training in IPM and must comply with the Departments' IPM Policy.
6. The Departments' IPM Policy approach includes the following:
 - a) Educate and train County staff in the IPM Policy and practices.
 - b) Maintain records on IPM methods considered and used to prevent and control pests.
 - c) Implement IPM when feasible, however chemical controls will be used when necessary. When a chemical control is necessary, efforts described in the applicable IPM Implementation SOP subsections included in this document will be made to reduce human and nontarget exposure.
 - d) Review and consider available non-chemical and least toxic options before using a chemical pesticide.
 - e) Identify, evaluate, and minimize or eliminate conditions that encourage pest problems.
 - f) Conduct careful and efficient inspection, monitoring, and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods prior to pesticide applications.
 - g) Refer residents and pest control operators to the County's stormwater program and the Department of Agricultural Weights and Measures for information on less toxic methods of pest control.
 - h) Provide public access to the Departments' IPM Policy.
 - i) Eliminate or minimize the use of Category I, II, III, and IV pesticides, when possible.
 - j) Except in the case of an emergency, no pesticides will be applied on County playground properties.

4.0 IPM COORDINATOR

The County's Agricultural Commissioner or Deputy Commissioner in the Department of Agriculture is designated as the County's IPM Coordinator and is responsible for coordinating with the departments involved in pest management to ensure that the IPM Policy is implemented. The IPM Coordinator is assisted by the County's West Slope Stormwater Coordinator.

The primary responsibilities include the following:

1. Education and Training:
 - a) Communicate the goals and requirements of the IPM Policy to County departments.
 - b) Provide information to County staff performing pest management as needed to ensure that the requisite IPM practices are implemented.
2. IPM Applications and Guidelines:
 - a) Ensure County staff and pesticide application contractors are licensed and trained as Pesticide Applicators, according to California State laws and are complying with the Departments' IPM Policy.
3. Pesticide Application Contracts:
 - a) Ensure that contracted pesticide applicators are appropriately trained and certified, implement IPM, and follow the Departments' SOPs.
4. Record Keeping:
 - a) All applicators will report pesticide use according to California State laws.
 - b) Review the pesticide application records (Pesticide Use Reports (PURs) to ensure that the activities are consistent with the IPM Policy.

Provide information to the County's Stormwater Coordinator for required reporting, as needed.

5.0 IPM IMPLEMENTATION OF STANDARD OPERATING PROCEDURES

The improper storage, use, and disposal of pesticides can contribute to the discharge of these chemicals to the storm drainage system and surface waters. The purpose and intent of these Standard Operating Procedures (SOPs) is to define protocols for safe routine and non-routine storage, application, and disposal of pesticides in an attempt to reduce runoff of these chemicals to the storm drain system.

These procedures are not intended to replace federal or State of California (State) requirements or provide complete directions for storing, applying, or disposing of pesticides. Refer to federal and State requirements for additional information. Consult the manufacturer's label on each pesticide for use information and chemical-specific safety data sheets (SDSs) for additional safety information.

6.0 PROCEDURES

Procedures for the storage, use, and disposal of pesticides by County staff and contracted services are outlined below.

6.1 Storage

Pesticides shall be stored in such a way as to prevent releases into the surrounding environment and waterbodies and protect the safety of personnel working within the storage area or facility.

1. Pesticide containers and application equipment shall be stored in a locked enclosure, or a designated person must maintain control over the pesticide containers and application equipment.

2. All doors/entrances to the facility shall be posted with appropriate warning signs, as specified by the California Department of Pesticide Regulation (DPR). All signs shall be legible at a minimum distance of twenty-five feet (25') from any direction and posted in English and any appropriate additional language(s).
3. Pesticides shall be stored in dry locations in accordance with the manufacturer's specifications.
4. No floor drains that are connected to the storm drain system are permitted within storage facilities.
5. All pesticides in a storage facility shall either be in the original container or the service container. All containers must have a copy of the product label attached or be labeled with the name and address of the person or firm responsible for the container, the identity of the pesticide in the container, and the signal word "DANGER," "WARNING," OR "CAUTION" from the label of the original container.
6. Maintain a current written inventory of all pesticides at the storage site.
7. It is illegal to place or store pesticides in any type of container that is commonly used for food, drink, or any household products.

6.2 Pesticide Use and Application

6.2.1 Integrated Pest Management (IPM)

Staff and contracted pesticide applicators shall adhere to the Departments' Policy, as well as the following:

1. Require County staff and pesticide application contractors to implement the Policy on all County facilities, landscaped areas, and rights-of-way and to maintain records on and report the types and amounts of pesticides used as required by California State laws.
2. Reduce to the maximum extent practicable the use of pesticides.
3. Consider taking a "no-action" approach in addressing certain pest control issues.
4. Review and consider available non-chemical options before using a chemical pesticide.
5. Identify pests and least toxic methods to control pests.
6. Identify, evaluate, and minimize or eliminate conditions that encourage pest problems.
7. Conduct careful and efficient inspection, monitoring, and assessment of pest problems by designated personnel or contractor knowledgeable of IPM methods.
8. Comply with all applicable local, State, and federal regulations, including pesticide use and reporting.
9. Conduct decision-making based on the best available science and data.

6.2.2 Use and Application of Pesticides

The following procedures must be used when applying pesticides:

1. All pesticide applications made by a contractor are to be made under the supervision of the appropriate licensed pesticide applicator. Said person or company is to be currently licensed and registered to conduct a pest control business in the State and the County.
2. Applicators must follow all DPR requirements for employee training, posting notifications, personal protective equipment, label information, service container marking, required on-site information, etc., when transporting, mixing/loading, applying, or cleaning equipment.
3. Applicators must maintain a copy of the SDS for each product, as required at a central location in the workplace.
4. Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions, as well as with any other requirements deemed necessary by any County, State, or federal regulatory agency.
5. Purchase only the amount of pesticide that you can reasonably use in a given time period (month or year, depending on the product). Prior to purchasing pesticides on behalf of the County, consult the following product list first to determine less-toxic products:

<https://ourwaterourworld.org/pesticide-ingredients/>.

6. Use pesticides only if pest threshold levels are exceeded, not on a regular preventative schedule.
7. Do not use pesticides if rain is forecasted. Apply only when wind speed is ten (10) miles per hour or less at the application site, as measured by an anemometer positioned four (4) feet above the ground.
8. Do not mix or prepare pesticides for application near storm drains.
9. Prepare the minimum amount of pesticide needed for the job and use the lowest application rate that will effectively control the pest.
10. Calibrate pesticide application equipment to avoid excessive application.
11. Employ techniques to minimize off-target application (e.g., spray drift) of pesticides, including consideration of alternative application techniques.
12. After applying a pesticide, store it or dispose of any unused chemical properly. See Sections 6.1 Storage and 6.3 Disposal.

6.3 Disposal

Adhere to the following guidelines and ensure proper disposal of all pesticides and pesticide containers:

1. Dispose of unused or obsolete pesticides according to label directions or contact the County Agricultural Commissioner at (530) 621-5520 or County's Environmental Management Department at (530) 621-5300 for more information about proper disposal.
2. When containers are not returned to the registrant, those that contained less than twenty-eight (28) gallons of a liquid pesticide that is diluted for use shall be rinsed and drained by the user following DPR regulations.

6.4 Employee Training

The County shall assure that employees who handle pesticides have been trained pursuant to the requirements of California Code of Regulations (Title 3. Food and Agriculture) Division 6. Pesticides and Pest Control Operations section 6724. Education may include classroom training, on-site training, or informal meetings and will typically be held once a year.

In addition to this requirement the training will include:

1. Use of IPM methodologies including, at a minimum, pest control action thresholds; pest management decisions; pest monitoring and identification; prevention; control; and effectiveness
2. Application of pesticides
3. Applicable laws and regulations
4. Potential impacts on water quality
5. The types of chemicals and the immediate and long-term hazards resulting from exposure
6. The SDS information
7. Safety procedures
8. Emergency spill information
9. Use of protective equipment
10. Cleanup procedures
11. Disposal procedures

6.5 Effectiveness Evaluation Prior to Re-application

Following pesticide application or the use of other corrective action, pest levels should be monitored to evaluate the effectiveness of the pest control action. Additional applications of pesticide should occur only if monitoring indicates that pests have exceeded threshold levels. Threshold levels are the number of pests or level of pest damage that triggers a control action.

6.6 Record Keeping and Reporting

To comply with federal and State regulations, pesticide applicators shall comply with the following record keeping and reporting guidelines:

1. County staff and contracted pesticide applicators shall record, maintain, and file accurate records of all pesticide applications, as specified by all County, State, and federal agencies.
 - a) Records must be retained for two (2) years and shall include all information required by State and federal laws.
2. County staff and contracted pesticide applicators are required to log chemical applications monthly by completing a PUR. All submittals are due on the 10th day of the following month after application to the El Dorado County Agricultural Commissioner.

7.0 DEFINITIONS FOR USE WITH THIS POLICY

1. "Contractor" means a person, firm, or corporation or other entity, including a governmental entity that enters into a contract with the County for pest management services.
2. "Integrated Pest Management" or "IPM" means an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.
3. "IPM Coordinator" means the designated agent or employee experienced in IPM field and office work and is responsible for IPM program coordination for the County.
4. "IPM Policy" means this Integrated Pest Management Policy.
5. "Pest" means any pest as defined in Section 12754.5 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pest includes any of the following that is or is liable to become, dangerous or detrimental to the public health or the agricultural or nonagricultural environment of the State:
 - a) Any insect, predatory animal, rodent, nematode or weed;
 - b) Any form of terrestrial, aquatic, or aerial plant or animal, virus, fungus, bacteria or other microorganism (except viruses, fungi, bacteria or other microorganisms on or in living man or other living animals);
 - c) Anything that the Secretary of the California Department of Food and Agriculture or the Director of Pesticide Regulation for the California Department of Food and Agriculture by regulation declares to be a pest.
6. "Pest Control Adviser" or "PCA" means any person possessing a current pest control adviser license issued by the California Department of Pesticide Regulation. The PCA license is required for making pest control recommendations in the landscape setting.

7. "Pest Control Operator" or "PCO" means any person possessing a current pest control operator license issued by the California Department of Pesticide Regulation. The PCO license is required when performing structural pest control.
8. "Pest-Specific Plan" means a written plan addressing the management and control of a particular pest. Components of Pest-Specific Plans should include pest biology, impacts, pest thresholds, recommended treatments, monitoring frequency, cultural practices, and site modifications to prevent or reduce the incidence of pest problems.
9. "Pesticide" means pesticide as defined in Section 12753 of Chapter 2 of Division 7 of the California Food and Agricultural Code. Pesticide includes any of the following:
 - a) Any substance or combination of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling or mitigating any pest which may infest or be detrimental to vegetation, man, animals or households or be present in any agricultural or nonagricultural environment whatsoever;
 - b) Any spray adjuvant.
10. "Pesticide Applicator" means any person or company hired by the County Department who applies pesticides, as defined in this section, to property owned, leased or managed by the County.
11. "Signal Word" means the toxicity category word on the pesticide label: Danger, Warning, Caution or None Required. See Toxicity Category I; II, III, IV product.
12. "Pesticide Use Report Form" or "PUR" means a document that records pesticide use or other treatment practices within and associated with County owned, managed, or leased structures.

8.0 REFERENCES

Brightview Landscape Agreement, Section 3- Landscape and Turf Maintenance Scope of Work, Agreement A-1920-1, Exhibit B

California Code of Regulations (Title 3. Food and Agriculture) Division 6. Pesticides and Pest Control Operations. *Chapter 3. Pest Control Operations, Subchapter 2. Work Requirements, Article 1. Pest Control Operations Generally*
<https://www.cdpr.ca.gov/docs/legbills/calcode/030201.htm>.

California Code of Regulations (Title 3. Food and Agriculture) Division 6. Pesticides and Pest Control Operations. *Chapter 3. Pest Control Operations, Subchapter 2. Work Requirements, Article 4. Storage, Transportation and Disposal*
<https://www.cdpr.ca.gov/docs/legbills/calcode/030204.htm>.

California Department of Pesticide Regulation: Licensing and Certification Program
<https://www.cdpr.ca.gov/docs/license/liccert.htm>.

City of San José, 2017. *Best Management Practices and Standard Operating Procedures, City of San José Integrated Pest Management*
<https://www.sanjoseca.gov/home/showpublisheddocument/37853/636822160397700000>

City of Turlock, 2021. *City of Turlock Right-of-Way Maintenance BMPs, B. Herbicide & Pesticide Application (CASQA Fact Sheet SC-73)*

Fuss and O'Neill, 2019. *SOP 12: Storage and Use of Pesticides and Fertilizer, Central Massachusetts Regional Stormwater Coalition*
<https://www.centralmastormwater.org/sites/g/files/vyhlif386f/uploads/sop12pesticidesfertilizer.pdf>

Ventura County Stormwater Quality Management Program, 2014. *Application Protocol – Pesticides, Fertilizers, and Herbicides, Ventura County Application Protocol*
https://www.vcstormwater.org/images/Documents/VC_PesticideProtocol_02-27-14.pdf

Pestmaster Services, L.P.

Exhibit B

Routine Services Rate Schedule

West Slope	Address	Services	Services per Year	Cost per Service	Cost per Year
Agriculture Building	311 Fair Lane Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Agriculture Building (Annex)	311 Fair Lane (Annex) Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Alternate Public Defender	301A Forni Road Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Building A	330 Fair Lane Placerville	General Pest & Rodent Control (even months)	6	\$210.00	\$1,260.00
Building B	360 Fair Lane Placerville	General Pest & Rodent Control (even months)	6	\$210.00	\$1,260.00
Building C	2850 Fair Lane Court Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Cameron Park Library	2500 Country Club Drive Cameron Park	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Department of Transportation (DOT) Building A	2443 Headington Road Building A Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Diamond Springs Animal Shelter	6435 Capitol Avenue Diamond Springs	General Pest & Rodent Control (even months)	6	\$135.05	\$810.30
District Attorney	772 Pacific Street Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
District Attorney	778 Pacific Street Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
El Dorado Hills Library	7455 Silva Valley Parkway El Dorado Hills	General Pest & Rodent Control (even months)	6	\$242.55	\$1,455.30

El Dorado Hills Senior Center	990 Lassen Lane El Dorado Hills	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Fleet Building	2443 Headington Road Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Health Department	929 & 931 Spring Street Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Health & Human Services Agency (HHSA) /Elections/Child Support Services (CSS)	3883 Ponderosa Road Shingle Springs	General Pest & Rodent Control (even months)	6	\$400.00	\$2,400.00
Main Library	345 Fair Lane Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Main Jail	300 Forni Road Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Mental Health	935 Spring Street, Suite B Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Museum	100 Placerville Drive Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Pollock Pines Library	6210 Pony Express Pollock Pines	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Public Safety Facility Administration	200 Industrial Drive Diamond Springs	General Pest & Rodent Control (even months)	6	\$367.50	\$2,205.00
Senior Day Care	935 Spring Street, Suite A Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Senior Nutrition	937 Spring Street Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Temporary Navigation Center (Old Juvenile Hall)	299 Fair Lane Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30

Veterans Building	130 Placerville Drive Placerville	General Pest & Rodent Control (even months)	6	\$127.05	\$762.30
Water Treatment Facility	5700 Union Mine Road Placerville	Rodent Services Only (even months)	6	\$231.00	\$1,386.00
East Slope	Address	Services	Services per Year	Cost per Service	Cost per Year
Animal Services South Lake Tahoe (SLT)	1120 Shakori Drive South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
County Offices	1360 Johnson Boulevard South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Department of Transportation (DOT) (SLT)	1121 Shakori Drive South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
El Dorado Center (SLT)	3368 Lake Tahoe Boulevard South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Health & Human Services Agency (HHSA) (SLT)	3368 Sandy Way South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Jail (SLT)	1051 Al Tahoe Boulevard South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Juvenile Treatment Center (SLT)	1041 Al Tahoe Boulevard South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Library (SLT)	1000 Rufus Allen Boulevard South Lake Tahoe	General Pest & Rodent Control (odd months)	6	\$145.20	\$871.20
Annual Subtotal				\$32,992.20	
3 Year Term Amount				\$98,976.60	