

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY, FOR SERVICES
AT MONTEREY COUNTY HEALTH
DEPARTMENT AND
RENTOKIL NORTH AMERICA, INC. DBA
WESTERN EXTERMINATOR CO.**

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT No. A-16037 is made by and between the County of Monterey, for services at Monterey County Health Department, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Rentokil North America, Inc. DBA Western Exterminator Co. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on September 21, 2022, COUNTY and CONTRACTOR entered into AGREEMENT NO. A-16037 in the amount of \$18,241 for the retroactive term of May 10, 2022, through July 31, 2024, for the provision of monthly extermination and exclusion services within the designated HVAC Cage units at 299 12th St., Marina, CA. 93933; and

WHEREAS, the AGREEMENT expired by its terms on July 31, 2024; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to August 1, 2024, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional three year period for a new term of May 10, 2022 through July 31, 2027, increase the total AGREEMENT amount by \$47,300, for a new total Agreement amount of \$65,541, replace EXHIBIT A, and to add EXHIBIT B.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$18,241" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$65,541".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from May 10, 2022 to July 31, 2024, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from May 10, 2022 to July 31, 2027, unless sooner terminated pursuant to the terms of this AGREEMENT."
3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with** "EXHIBIT A-1". All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

Rentokil North America, Inc. DBA
Western Exterminator Co.
Amendment No. 1
Term: 5/10/22 – 7/31/27
NTE: \$65,241

4. **EXHIBIT B, “Individual Services Price List”, shall be added to this AGREEMENT.**
5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL & AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.
6. A copy of the Renewal & Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on September 21, 2022.
7. This Renewal & Amendment No. 1 is effective upon execution.

***** ***SIGNATURE PAGE TO FOLLOW*** *****

Rentokil North America, Inc. DBA
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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL & AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By:  Debra Wilson
7B741937AA0D41B Contracts/Purchasing Officer

Date: 5/5/2025 | 2:37 PM PDT

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By:  Stacy Saetta Stacy Saetta
COECE1B99F444A9 County Counsel
Chief Deputy County Counsel
Date: 3/26/2025 | 4:41 PM PDT

Approved as to Fiscal Provisions²

By:  Patricia Ruiz Patricia Ruiz
F790FF64E57454B Auditor/Controller
Auditor Controller Analyst I
Date: 3/27/2025 | 7:32 AM PDT

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

CONTRACTOR

Rentokil North America, Inc. DBA
Western Exterminator Co.

Contractor's Business Name*

By:  Brian McLeod
1A1A1A2B9221A...
(Signature of Chair, President, or Vice-President) *

Brian McLeod District Manager
Name and Title

Date: 3/26/2025 | 10:32 AM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Assistant Treasurer)*

Name and Title

Date: _____

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EXHIBIT A-1

To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
hereinafter referred to as “COUNTY” AND
Rentokil North America, Inc. DBA Western Exterminator, hereinafter referred to as
“CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide internal and external pest management services and implement programs that are designed to prevent and eliminate insects, rodents, birds and other pests as requested by the County of Monterey’s Health Department Operations Manager or their designee, at various Health Department locations on an as-needed/upon request basis or scheduled basis.
2. Monthly Extermination and Exclusion services within designated **HVAC Cage Units at 299 12th Street, Marina, Ca. 93933**:
 - a. Service of Rodent Barrier System installed within the HVAC Cage.
 - b. Inspection to be performed during each service to ensure Rodent Barrier System excluding all of the units, is intact and protecting each unit.
 - c. Minor repairs as required to be performed during service, as needed.
 - d. Replacement and installation of STS Rodent devices in HVAC cage under metal casing for conduit lines, as needed.
 - e. Replacement and installation of Rodent Bait Stations inside cage for additional rodent control, as needed.
 - f. Necessary repairs and reinstallation of Rodent Barrier System on applicable replaced unit(s).
 - i. *Repairs will only be performed on exclusion work performed.
 - ii. *If any of the exclusion work has been tampered with or vandalized, those repairs will not be covered and will require an additional charge. An inspection will be performed to determine pricing.

Cost estimate for monthly inspection services for **36** months: **\$7,020.00**

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3. Monthly Exterior services at 299 12th Street, Marina, Ca. 93933:
 - a. Such pests may include but are not limited to; rodents, insects, arachnids, and other arthropods.
 - a. Nests of stinging insects within the property boundaries of specified buildings, such as but not limited to bees and wasps.
 - b. Birds and bats on County property.
 - c. Individual Services such as; wildlife, racoons, opossums on County property to be billed as provided on **Exhibit B**, Individual Service Price Table.
 - d. Termites and other wood-destroying organisms as listed on **Exhibit B**, Individual Service Price Table.
4. Exterior Monthly Service Specifications
 - a. Rodent Management
 - i. Service/inspect all exterior rodent bait stations.
 - ii. Provide exterior perimeter crawling insect treatments.
 - b. General Pest
 - i. Initial Service includes installation of exterior rodent bait stations and chemical perimeter spray for crawling insects on the building.
5. Internal Pest Management Services
 - a. Pest management services for interior areas will be provided on an as-needed basis.
 - b. Pricing will be determined following an inspection by the CONTRACTOR.
 - c. All service quotes must be reviewed and approved by the Facilities Manager or their designee before any work is performed.

All written reports required under this Agreement must be delivered to Chris Le Venton County's or designee Contract Manager, in accordance with the schedule above.

***** ***This Section Intentionally Left Blank*** *****

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$65,541** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Rates/Cost in table are effective 8/1/2024

Service	Cost	Cost Schedule	TERM	TOTAL
HVAC Cage Unit Service/Inspection	\$195.00	Monthly	36 MO.	\$7,020.00
HVAC Cage Unit Servicing & Equipment of Rodent Barrier System	\$6,000.00	As needed/required	36 MO.	\$18,000
Exterior Equipment Installation Installation of 13 Rodent Stations; Initial Installation, Setup, and Corrective Services	\$350.00	One-Time	N/A	\$350.00
Exterior Equipment 13 Bell Evo Express Rodent Stations (black)	\$494.00	One-Time	N/A	\$494.00
Exterior Routine Services Exterior Rodent Monitoring & Control Program	\$205.21	Monthly	36 MO.	\$7,387.56
General, Individual and/or specialized external and internal exterminator services and equipment at various Health Department locations. (Approved by Facilities Operations Manager or designee).	\$10,000	As needed/required	36 MO.	\$10,000
Outstanding Invoices		From 8/1/2024 - 4/29/2025		\$4,000.00
TOTAL				\$47,300.00
Rounded up to nearest hundred				

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Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

INVOICES

Invoices shall include specific detail about charge for each instance.

Invoices shall be emailed directly to: HDADMINFinance@countyofmonterey.gov
CC:deleisseguese@countyofmonterey.gov

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B

Individual Services Price List

*Services are minimums and require additional inspection if necessary

Wildlife Trapping Services (5 Business Day Program)	\$550.00 Initial Catch/\$150.00 Additional Catches
Termite Soil Treatments	\$6.79 per linear foot
Drywood Termite Local Treatments*	\$550.00
Bed Bug Conventional Treatments*	\$550.00
Cockroach Treatments*	\$375.00
Bee Treatment*	\$275.00
Mass Interior Rodent Trapping*	\$550.00