

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of August 6, 2020 (the “Effective Date”) by and between the Davis Joint Unified School District, a public school district of the State of California (the “District”), and Advanced IPM (“Provider”). The District and the Provider are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider’s special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District’s engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.**  
**SERVICES TO BE PERFORMED BY PROVIDER**

**Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the “Services”) and shall provide other services as may be requested by the District from time to time.

**Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider’s work to ensure its conformity with the terms of this Agreement.

**Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

#### **Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

### **ARTICLE 2. TERM AND TERMINATION**

#### **Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through August 6, 2021 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

#### **Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-

approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Terms Of Payment.**

**[Section 3.1 and 3.3 to be modified by the District as needed to address specific payment terms.]**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Fifty Thousand One Hundred Dollars (\$50,100.) for services as described in Attachment A. Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services

are performed.

### **Section 3.2 No Payroll or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

### **Section 3.3 Expenses.**

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

### **Section 3.4 Accounting Records of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

## **ARTICLE 4. OTHER OBLIGATIONS OF PROVIDER**

### **Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

### **Section 4.2 Workers Compensation and Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

### **Section 4.3 Materials and Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

### **Section 4.4 Licenses, Permits, Fees and Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Provider's performance of the Services required by this Agreement.

#### **Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

#### **Section 4.7 [Reserved]**

#### **Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

#### **Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

#### **Section 4.10 Return of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

### **ARTICLE 5. PROVIDER'S WORK PRODUCT**

#### **Section 5.1 Ownership of Provider's Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute “works made for hire.”

(c) The provisions of this Section shall not apply to any of Provider’s rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider’s own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District’s business or to District’s actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

## **Section 5.2 Use of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of “fair use,” as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys’ fees to which District is exposed on account of Provider’s failure to perform this duty.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

### **Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

### **Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

### **Section 6.4 Status of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

### **Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

### **Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

#### **To the District:**

Attn: Matthew Best,  
Deputy Superintendent

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616-3811

#### **To the Provider:**

Attn: Alyssa Cortinovis  
Commercial Account Manager

Advanced IPM  
205 Kenroy Lane  
Roseville, CA 95678

Each Party may designate in writing such other place or places that notices and demands may be given.

## **Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

## **Section 6.8 Order of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

## **Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

## **Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

## **Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

## **Section 6.12 Severability.**

If 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.

## **Section 6.13 Effect of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

## **Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name and Title: Matthew Best, Deputy Superintendent

**PROVIDER:**

**ADVANCED IPM**

By: \_\_\_\_\_

Name and Title: Alyssa Cortinovia, Commercial Account Manager

**APPENDIX A**  
**SCOPE OF SERVICES**



## PEST MANAGEMENT PROPOSAL



Davis Joint Unified School District  
526 B Street, Davis, 95616

Advanced IPM  
205 Kenroy Ln, Roseville, CA 95678

Prepared by Advanced IPM  
Jul 16, 2020



Attn: Denise Brogan | Director of Maintenance and Operations  
(530) 757-5385 | [dbrogan@djsd.net](mailto:dbrogan@djsd.net)

We would like to thank you and your team for the courtesy extended to us as you consider Advanced IPM as your pest management service provider.

For over three decades Advanced IPM has been implementing proactive pest management programs for school districts such as yours across California and Nevada. Advanced IPM is comprised of specially trained technicians, who hold a variety of licenses, making us a full-service pest management company able to address any pest issues you may face.

The enclosed Advanced Care proposal details our comprehensive services and the strategy we have developed for your school district. Focus has been placed on addressing your needs and protecting your brand. Both corrective and preventative pest management solutions are also emphasized.

Advanced IPM is proud to offer you the resources and expertise of our organization. We trust that you will find the quality, consistency, and depth of our pest management programs and service an unbeatable and compelling combination.

We would welcome an opportunity to become your partner in pest management and are prepared to begin our program. Thank you for your consideration.

Sincerely,

Alyssa Cortinovia  
Commercial Account Manager  
209-480-4253  
[acortinovia@advancedipm.com](mailto:acortinovia@advancedipm.com)  
[www.AdvancedIPM.com](http://www.AdvancedIPM.com)



## **I. COMPANY PROFILE**

### **Introduction**

Advanced IPM is a DBA of Roseville Termite and Pest Control, Inc. established in 1981. The name Advanced IPM was developed to focus on commercial and industrial clients and to increase our service footprint. Advanced IPM has been an innovator within the pest management industry. As a commercial and industrial specialist, Advanced IPM has developed specialized IPM treatments and programs tailored to the needs of our clients for over 15 years. Advanced is a full-service company providing all pest management services without sub-contracting. Advanced has received numerous accolades including "Top 100" national rankings in both "PCT Magazine" and "Pest Management Professional". Advanced IPM was also recently recognized as the Number 1 Company, in the "Sacramento Business Journal". Advanced IPM currently has 110 employees on staff.

### **Our History**

Since 1981, Advanced IPM has continually demonstrated the importance of the integral relationship between our valued clients and our respected staff through the highest degree of customer service, awareness and passion for our work. As a family owned and operated corporation we are dedicated to the success of our services and our team. Built on a "Service before Self" attitude Advanced IPM has emerged as a leader within the pest control industry.

### **Our Mission**

Advanced IPM is committed to quality service through the exceptional performance of every member of our valued team. Our pledge is to establish lasting relationships with integrity, stability, and distinct professionalism.

### **Our Approach**

Advanced IPM focuses on stable growth to promote long term stability. We will be knowledgeable, trustworthy and passionate in providing pest solutions that are environmentally conscious. We will foster an atmosphere that embraces professionalism and ambition. Advanced IPM will be faithful to continually develop and implement positive advancements that are beneficial for our customers and our staff.



## **Bonding Company and Amount**

Western Surety Company  
Bond #71507191  
\$12,500.00

## **Insurance**

Attached

## **Personnel**

### **Corporation Principals**

Brian Romani – President

### **Client Care Team**

Bryan Alger – Branch Manager  
916-735-2960  
[balger@advancedipm.com](mailto:balger@advancedipm.com)

Kris Drake - Service Supervisor  
916-735-2962  
[kdrake@advancedipm.com](mailto:kdrake@advancedipm.com)

Mac Asurmendi – Primary Service Technician  
916-305-5934  
[masurmendi@advancedipm.com](mailto:masurmendi@advancedipm.com)

Alyssa Cortinovic – Commercial Account Representative  
209-480-4253  
[acortinovic@advancedipm.com](mailto:acortinovic@advancedipm.com)

Stefani Williams - Client Care Specialist  
916-786-2404  
[swilliams@advancedipm.com](mailto:swilliams@advancedipm.com)

## **Background Checks**

All employees of Advanced IPM undergo a rigorous screening process. Advanced employees are required to have no felonies or misdemeanors for the last 7 years. Our background checks are administered by ADP Screening utilizing social security and driver's license information. Advanced personnel must have a clean DMV. Advanced technicians must successfully pass a pre-employment physical and drug screening process. Advanced also conducts random and incident related drug



testing. All licensed technicians are required to complete an FBI and DOJ fingerprinting screening process to obtain a Structural Pest Control License.

## Training

All of our service technicians are required to have field Rep Licenses in Branch II and III. They also have QAL Licenses that allows them to treat for problems that occur away from the structure. Our commercial technicians are trained and certified in IPM, LEED, and EPA compliant. Technicians receive classroom and field training on a monthly basis. Advanced technicians also undergo regular blind audits to ensure proper servicing and quality expectations. Employees are required to show proficiency in the following areas:

- General Pest Control
- Wildlife Management
- Commercial Facility Inspection
- Specialized training needed to conduct services at various sites
- Safe handling and mixing of chemicals
- Spill Control
- How to use a fire extinguisher
- Safe driving techniques
- Safe Lifting
- Heat Stress
- Personal Protection Equipment
- How to read and use a label and MSDS
- Working in confined spaces
- Laws and Regulations SPCB
- Rodent, Bird, and Bat Proofing
- Wasp Biology and Control
- Wood Destroying Organisms
- Weed abatement
- Storm Water Protection
- Principals of IPM



- LEED Certification training
- Calibration

## Service Levels

Advanced IPM specializes in commercial and professional work environments. We recognize the sensitivity of sites that are included in this market. We also understand the local laws and ordinances that are unique to California. These injunctions such as the EPA issued Endangered Species program for the bay area, are important regulations. Advanced is keenly in tune with the necessary adjustments to remain compliant and still gain control for our clients. Advanced IPM offers an integrated pest management approach. We have been practicing these techniques before it was the standard. As our valued service partner and client, we ensure minimal interruptions to daily operations. Our technicians are available 24hrs a day, and have a minimum 4hr response period to address any pest control issues. Advanced offers a variety of specialized services including but not limited to:

Bird/ Bat Control  
Bed Bug Remediation  
Vegetation Management  
Fly/ Gnat Service  
Service Verification  
Bee Removal

Termite Control  
Hazard Abatement  
LEED Compliance  
Yellow-jacket Abatement  
Quality Control Programs  
General Contracting

Tree/ Shrub Care  
Live Animal Trapping  
Mosquito Abatement  
ESA Compliance  
Bar-coding Services

## Client Safety Program

### Safety Awareness Program

Safety and providing a safe working environment is the responsibility of all employees. All employees are directed to work safely and report any unsafe conditions or unsafe work habits to the safety manager. Safety Manager at Advanced IPM is responsible for implementing injury and illness policies. Any questions or comments regarding our illness and injury program should be directed to Debbie Scott (Safety Manager) or in her absence, Chris Kalsbeek. Debbie Scott has full responsibility and authority to implement this safety program for Advanced IPM. Report all unsafe practices or conditions to the Safety Manager immediately.

### Participation

All employees will participate in this program. All employees will be trained upon hire, and or upon the implementation of this plan, as well as take part in all subsequent training.

### Disciplinary Policy

Employees who fail to follow safety policies will be disciplined. The initial violation will result in a verbal warning. The second violation will result in a written warning or suspension. The third violation will result in termination. Depending on the severity of the violation the management reserves the right to speed up the process of discipline up to and including termination.



## Report Hazards

All employees will report all unsafe conditions, work habits, equipment and other hazards to responsible party immediately. This can be done orally or by using the "Unsafe Conditions Form". Employees may turn in this form to their supervisor, the designated Safety Person. No employee will be penalized for reporting any unsafe condition.

## Identifying Hazards

Initially: Prior to starting work at any job site, field employees will walk through their job site to identify potential hazards, and to familiarize themselves with their work area.

Daily: All field employees will check their truck and equipment to see that it is in safe working order prior to leaving the shop/house. Any unsafe vehicle or equipment will not leave the yard and must be reported to management/mechanic immediately.

Quarterly: All vehicles, chemical shed, office and shop will be evaluated for potential work hazard.

## Records

Records will be kept in the office for Three years. See the Safety Manager for details as to the specific locations.

## References

**School District** Woodland Unified School District  
**Address** 910 College St, Woodland, CA 95695-4704  
**Contact:** Nick Baral  
**Phone Number** (530) 406-5930

**School District** Western Placer Unified  
**Address** 6001 William Ln, Lincoln, CA 95648  
**Contact:** Stan Brandl  
**Phone Number** (916) 434-5000

**School District** Marysville Joint Unified School District  
**Address** 1919 B Street, Marysville, CA 95901  
**Contact:** Brian Horn  
**Phone Number** 530-741-6000

**School District** Stockton Unified School District  
**Address** 701 N. Madison Street Stockton, CA 95202  
**Contact:** Damon Brown  
**Phone Number** 209-993-3146



## II. ADVANCED CARE OVERVIEW

Advanced Care is designed to:

- Provide the best in **pest protection**
- Incorporate sound principles of **Integrated Pest Management (IPM)**
- Deliver the Advanced **CARE** difference - **C**onsistent, **A**ccountable, **R**esponsive and **E**ffective pest management solutions

School districts are prime targets for pest infestations. These pests carry disease, damage products, compromise critical environments and tarnish reputations. Through careful inspection, intelligent treatment strategies and our partnership with our clients to eliminate pest-conducive conditions, Advanced Care provides the confidence that you are protected by the very best.

### Integrated Pest Management

Our service strategy is aggressive, leverages an exhaustive arsenal of pest management tools and combines innovative methods with intelligence to target pests at their source. Methods include inspection, sanitation, mechanical, biological, cultural, education and the use of pest management materials only when necessary.

Prevention and inspection are the cornerstones of IPM. Advanced IPM Specialists are specifically trained to identify conditions that attract and support pest activity. Recommendations and proactive strategies to prevent pest infestations are a standard part of our Advanced Care program.

Our objective is to deliver results without disrupting your operations and without putting you, your employees, your students or the environment at risk. With Advanced IPM and Advanced Care, delivering results in educational facilities will be accomplished with a “green” approach.

### Consistent Quality

Advanced IPM's Advanced Care program consistently delivers the level of attentive service and documentation required to satisfy the toughest requirements. Through specialized training that drives consistent, high-quality service; a go-to person for getting it done; and appropriate resources when you need them, you can be assured we will deliver through our highly knowledgeable team.



## **Consistent Communication and Documentation**

As an innovator in providing unparalleled pest management solutions, Advanced IPM utilizes an electronic data reporting system. Electronic verification gives us the ability to deliver a wide range of solutions for communication, documentation and the monitoring of your program's effectiveness.

- Electronic service reports capture essential service details including pest activity, types of pests, sanitation and structural deficiencies, materials used, time and date of service.
- Web-based data allows designated client employees to access service details on a secured site, view trend reports and generate customized summary reports

## **High-Touch Account Management**

Advanced IPM's Advanced Care account management structure guarantees service follow-up and issue resolution. Program changes are handled with professionalism and attention to detail. We dedicate a strategic account resource to mobilize and coordinate our resources and synchronize our service delivery with the goals and objectives of your organization. Our emphasis on proactive communication and closing the loop is backed by an extensive, local and regional network that delivers quick and effective resolution to any issues.

## **Emergency Response**

Advanced IPM is available 24 hours a day and has a policy to respond to any emergency calls in under 2 hours. Our normal office hours are Monday through Saturday 7-5pm and we are available via email any time beyond that. Our technicians are not hourly employees and work whatever hours are necessary to complete a job. This is extremely helpful when staff and tenants are not able to be disrupted for service. We can service before and after hours for the convenience of your personnel.

Stefani Williams - Client Care Specialist  
916-786-2404  
swilliams@advancedipm.com



### **III. SCOPE OF PROPOSED SERVICE**

#### **General Pest Control**

##### **Exterior**

1. Exterior service will be rendered monthly.
2. A visual inspection and evaluation will be performed on all buildings, and adjacent areas on a routine basis. Conditions that may result in pest activity will be documented and brought to the attention of our contact person.
3. Residual treatments will only be applied after all postings and notifications are complete.

##### **Interior**

1. Interior service will be rendered as needed per request.
2. The interior of the kitchens & food prep areas will be inspected each service visit for conditions that may result in pest activity, all findings will be documented and communicated to our point of contact.
3. Insect monitors will be bar coded and used in strategic locations to monitor activity in kitchens, food prep areas, break rooms, bathrooms, and offices. Devices will be monitored monthly.
4. Residual treatments will only be applied after all postings and notifications are complete.

**Covered Pests: Ants, Earwigs, Crickets, Centipedes, Silverfish, Spiders, Fleas, Roaches, Wasps (Nesting), Rodents**



## IV. HEALTHY SCHOOLS ACT

### **EFFECTIVE JANUARY 1, 2001**

It is the policy of the state that effective least toxic pest management practices should be the preferred method of managing pests at school sites and that the state, in order to reduce children's exposure to toxic pesticides, shall take the necessary steps, pursuant to this article, to facilitate the adoption of effective least toxic pest management practices at school sites.

**School sites are defined as K-12 public schools and public daycare centers. Exempt from this law are post-secondary schools, private schools and private daycare centers**

"For purposes of this article, "integrated pest management" means a pest management strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using non-chemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment, are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. This definition shall apply only to integrated pest management at school facilities."

- This initial portion described above is voluntary to each school. Each school may choose to adopt this state program, reject this state program, or to adopt a more stringent program.
- Also keep in mind that these new statutes apply not only to general pest, ornamental and horticultural pest control but also to treatments for wood destroying pests and organisms.
- All of the Sections which follow are mandatory (NOT Voluntary):

### **School Pesticide Notice to Parents:**

The school site shall maintain pesticide use records for 4 years, and said information shall be made available to the public.

A copy of the "Warning Sign" (described below) or the content therein and the total amount of material used shall be maintained by the school. So by default pest management professionals need to provide this information to their school customers.

Annually school sites shall notify parents of what products will be used during the next year.

The annual notice to parents shall include the opportunity for recipients to register with the school district if they wish to receive notification of individual pesticide applications at the school facility.

Persons who register for such notification shall be notified of individual pesticide applications at least 72 hours prior to the application.

The school district designee shall post each area of the school site where pesticides will be applied with a warning sign.

- The warning sign shall prominently display the term "Warning/Pesticide Treated Area" and shall include
  - product name
  - manufacturer's name



- United States Environmental Protection Agency's product registration number
- intended date and areas of application
- reason for the pesticide application
- The warning sign shall be visible to all persons entering the treated area
  - shall be posted 24 hours prior to the application
  - remain posted until 72 hours after the application
  - in case of a pest control emergency, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application.
- "Emergency conditions" are those, which the school defines as the immediate use of pesticides, are necessary to protect health and safety.

The parental notification and recordkeeping requirements for schools shall not apply to self-contained bait or trap, to gel or paste deployed as a crack and crevice treatment, pesticides exempted from regulation by the United States Environmental Protection Agency pursuant to FIFRA or to antimicrobial pesticides, including sanitizers and disinfectants.

DPR shall, (pursuant to 13183) by July 1, 2001, promote and facilitate the voluntary adoption of integrated pest management programs for school districts

- (1) Develop criteria for identifying and adopting least-hazardous pest control practices
- (2) Develop a model IPM program guidebook: at a minimum, this guidebook shall include guidance on all of the following:
  - (A) Adopting an IPM policy.
  - (B) Selecting and training an IPM coordinator.
  - (C) Identifying and monitoring pest populations and damage.
  - (D) Establishing a community-based school district advisory committee.
  - (E) Developing a pest management plan for making least-hazardous pest control choices.
  - (F) Contracting for integrated pest management services.
  - (G) Training and licensing opportunities.
  - (H) Establishing a community-based right-to-know standard for notification and posting of pesticide applications.
  - (I) Recordkeeping and program review.
- (b) Make the model program guidebook available to school districts and establish a process for systematically updating the guidebook and supporting documentation.

DPR shall:

- Maintain a website which will include these additional tools.
- Establish a train the trainer program.
- Develop curricula the UC and Cal State system.



## **What School District and Child Care Staff Need To Know About the Latest Healthy Schools Act Amendments. October 2014.**

On September 29, 2014, Governor Brown signed into law Senate Bill 1405 (DeSaulnier). This bill makes amendments to the Healthy Schools Act (HSA) which go into effect on January 1, 2015. These amendments are in addition to the current requirements. Under the new law, **public K-12 schools and licensed child care centers (schoolsites)** must meet three new requirements, briefly described below. DPR will be sending more details about the three requirements in the coming months. By the start of the 2015/2016 school year, if you plan to apply pesticides that are not exempt from the HSA2, you must do the following:

### **1. Develop an IPM Plan**

Use the integrated pest management (IPM) Plan template<sup>3</sup> provided by the Department of Pesticide Regulation (DPR) to develop an IPM plan for your school site or school district. The IPM Plan must be posted on the district's or school site's Web site, or, if no Web site exists, sent out to all parents, guardians, and staff with the annual pesticide notice.

### **2. Report Pesticide Use**

Send pesticide use reports not less than annually to DPR for non-HSA exempt pesticides<sup>2</sup> applied by school employees. Reports are due no later than January 30 for the previous calendar year's data and must be submitted on a form provided by DPR. The first reports are due January 30, 2016, and will include use from January 1, 2015 to December 31, 2015.

After July 1, 2016, you must do the following if you apply any pesticide:

### **3. Receive IPM Training**

Complete DPR-approved training in school IPM and in the safe use of pesticides in relation to the unique nature of schools and children's health **before** applying a pesticide. Each school site's IPM coordinator and all school or child care center employees who will be applying pesticides must receive this HSA training annually. The approved courses that meet this HSA requirement will be listed on the DPR Web site when available.

**Note:** Professional applicators must also receive this DPR-approved training **before** applying a pesticide at a school site.



## V. INTEGRATED PEST MANAGEMENT PLAN

Reducing pesticide exposure is the number one concern when servicing a school site. Inspection, Sanitation and Exclusion, will be a key factor in our program for your school. Communication and record keeping will need to be done at each location. Site logs will be placed at each school for fast review of what type of service was done along with Labels and MSDS for each chemical that may be used.

We have developed the following guidelines for our technicians to follow when servicing any school site.

1. Site log will be reviewed for problem areas.
2. Inspection of kitchens, cafeterias, and designated rooms will be made monthly.
3. Recommendations will be made for any sanitation problem (sample service report enclosed).
4. Technician will do Pest proofing when possible for no additional charge. Major exclusion work will be noted by technician on service report for your review. We can do this work for an additional charge.
5. Chemical applications made with self-contained baits; traps, gels or crack and crevice treatment will be applied only when necessary.
6. Any chemical treatment other than above will need to have WARNING signs posted before application can be made (see enclosed sign).
7. All services will be done when children are out of school, unless an emergency situation should occur.

Bait stations & monitors will be installed in areas not contacted or accessible to the children, faculty or staff. These will be used for control of ants, roaches, earwigs, crickets, silverfish, centipedes and a few other crawling insects. Rodent stations will be used only when needed. All stations will be tamper resistant, anchored and tagged with proper identification of bait inside.

Spiders especially black widows are a major concern to us in a school environment. We don't at this time have any bait that work for spiders, so I would like to recommend a low-pressure spot treatment in spring and summer on the exterior with a pyrethrin product. Treatment will be done only if evidence of black widows are present. Treating these areas should reduce the need for applications inside the classrooms.



## VI. PRICING OVERVIEW

### Location and Service Breakdown

School Site	Address	Monthly Service Fee
Birch Lane 211	1600 Birch Lane, Davis, CA 95616	\$375.00
Cesar Chavez 215	1221 Anderson Road, Davis, CA 95616	\$140.00
Fairfield 209	26960 Co. Rd. 96, Davis, CA 95616	\$85.00
Korematsu 218	3100 Loyola Drive, Davis, CA 95618	\$150.00
Montgomery 210	1441 Danbury Street, Davis, CA 95618	\$375.00
North Davis 212	555 E. 14th Street, Davis, CA 95616	\$140.00
Patwin 217	2222 Shasta Drive, Davis, CA 95616	\$250.00
Pioneer 213	5215 Hamel Street, Davis, CA 95618	\$250.00
Willett 216	1207 Sycamore Lane, Davis, CA 95616	\$140.00
DaVinci Junior High School 228 & Emerson 221	2121 Calaveras Ave, Davis, CA 95616	\$450.00
Harper 220	4000 E. Covell Blvd., Davis, CA 95618	\$300.00
Holmes 222	1220 Drexel Drive, Davis, CA 95616	\$375.00
Davis High School 223	315 W. 14th Street, Davis, CA 95616	\$600.00
DaVinci Charter Academy 228	1400 E. 8th Street, Davis, CA 95616	\$140.00
King High 224 & District Office 227	635 & 526 B Street, Davis, CA 95616	\$265.00
Operations Center M&O Yard, Student Nutrition	1919 5th Street   Davis, CA 95616	\$140.00
Annual Subtotal		<b>\$50,100.00</b>



## Live Animal Trapping

\$585.00 per trap set. Includes 5 business days of trapping and removal of all captures. Traps will be removed after 5 days. Client to check traps daily and notify Advanced IPM of any activity. Unset trap on Friday and reset on Monday if trapping program goes through a weekend.

### Equipment:

Davis Joint Unified School District will own all equipment. In the event equipment is required and approved it would be charged as follows:

- Interior non-toxic devices (Tin Cats) \$16.00 each
- Anchored, tamper-resistant bait station (with lock) \$22.00 each

**Program Excludes:** Bed bugs, birds, bats, wood destroying organisms, de-webbing, live animal trapping, and lawn care are all excluded from this scope of service but can be proposed upon request.

The service fees above are for the **Advanced IPM Program** as described in this proposal. These fees include all labor and material necessary to perform the service.

## VII. PURCHASE AGREEMENT TERMS

### Agreement

The specifications and pricing contained herein shall remain valid for 30 days from the original date printed on this document.

Fees for services may be revised if material change to specifications or other contract elements are requested and/or required due to changes in state/federal laws or local ordinances during the term of this contract. These fee revisions include, but are not limited to, pests covered, frequencies of service and administrative requirements. Additional service requests for pest activity covered under this agreement will be provided by Advanced IPM at no additional charge assuming the structural and/or sanitation deficiencies, if any, have been corrected by the client. If the structural/sanitation deficiencies have not been resolved within 10 days of written notification, Advanced IPM reserves the right to charge additional service fees on a time and material basis for additional service requests between normally scheduled services.

### 1. Company Cooperation

To ensure maximum effectiveness of your pest control service, your cooperation is necessary. Conditions that are conducive for pests, or unacceptable sanitation are not the responsibility of Advanced IPM. The customer shall take all steps necessary to correct such conditions reported to them. Failure to do so may lead to the cancellation of this agreement.



## 2. Insurance

Advanced IPM will maintain all appropriate insurances throughout the terms of this agreement. The purpose of this service is to prevent damage by pest; however, it is understood that Advanced IPM will not be held responsible should damage occur.

## 3. Terms of Agreement and Renewal

**This agreement shall be effective for an original period of 12 months. Services cancelled within this agreement period will be subject to a fee equal to 50% of the remaining contract value.** After the agreement period, your service will continue automatically on a month to month basis, until cancelled in writing with a 30-day notice. After the agreement period, service fees are subject to change. I/We have read this agreement and hereby authorize Advanced IPM to render a year-round Pest Service if applicable.

## 4. Payment Terms

Advanced IPM payment terms are NET 30 from date of service unless otherwise agreed to in writing. A charge of 1.5% per month (18% per annum) will be added to any past due accounts. Customer understands that Advanced IPM reserves the right to interrupt for non-payment. Customer will receive notification prior to service interruption. Failure to pay past due amounts will result in the account being turned over to a collection agency. Client will be obligated to pay outstanding balance along with a collection fee not to exceed \$50.00.

## 5. Proposal Effective Date

This proposal is effective for 30 days from the presentation date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

### Advanced IPM

Rep License Number: FR56399

Print Name & Title Alyssa Cortinovis

Signature 

Date 07/22/2020

### Davis Joint Unified School District



Print Name & Title

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Signature

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Date

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