

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
JOSEPH A LADOUCEUR, DBA RAINBOW
SERVICES**

THIS AMENDMENT NO. 2 to AGREEMENT No. A-15196 is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Joseph A Ladouceur, DBA Rainbow Services (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on May 1, 2019, COUNTY and CONTRACTOR entered into AGREEMENT NO. A-15196 in the amount of \$90,000 for the term July 1, 2019 through June 30, 2021, for the provision of providing odor removal services at various Health Department locations; and

WHEREAS, on May 6, 2021, COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to extend the term for an additional two (2) year period for a new term of July 1, 2019 through June 30, 2023, and to increase the total amount by \$56,000 for a total AGREEMENT amount of \$146,000, and to replace EXHIBIT A; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$114,000 and extend the term an additional three (3) years for a new term of July 1, 2019 through June 30, 2026; and replace EXHIBIT A.

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 \$146,000" and replacing it with "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$260,000".**
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing "The term of this AGREEMENT is from July 1, 2019 to June 30, 2023, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this AGREEMENT", and replacing it with "The term of this AGREEMENT is from July 1, 2019 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs 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-2". All references in AMENDMENT NO. 2 to EXHIBIT A shall be construed to refer to EXHIBIT A-2.**
4. **Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall**

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continue in full forces and effect as set forth in the AGREEMENT.

5. A copy of the Amendment No. 2 shall be attached to the original AGREEMENT executed by County on May 1, 2019.
6. This Amendment No. 2 is effective as of July 1, 2023.

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

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 2 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

DocuSigned by:
By: Debra R. Wilson Debra R. Wilson
7B741937A00D4E5
Contracts/Purchasing Officer
Date: 6/8/2023 | 10:10 AM PDT

By: Joseph A. Ladouceur
Joseph A Ladouceur, DBA Rainbow Services
Contractor's Business Name*
(Signature of Chair, President, or Vice-President) *
JOSEPH A LADOUCEUR OWNER
Name and Title

By: _____
Department Head (if applicable)
Date: _____
By: _____
Board of Supervisors (if applicable)
Date: _____

Date: 5/2/2023
By: Joseph A. Ladouceur
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer) *

Approved as to Form¹
DocuSigned by:
By: Stacy Saetta Stacy Saetta
COECE1B99F444A9
County Counsel
Chief Deputy County Counsel.
Date: 5/10/2023 | 10:49 AM PDT

JOSEPH A LADOUCEUR OWNER
Name and Title

Approved as to Fiscal Provisions²
DocuSigned by:
By: Ma Mon Ma Mon
2617DD077D65496...
Auditor/Controller
Date: 5/10/2023 | 12:49 PM PDT Chief Deputy Auditor-Controller

Date: 5/2/2023

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

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EXHIBIT A-2

To Agreement by and between
County of Monterey, for services at Monterey County Health Department, ("COUNTY")
AND
Joseph A Ladouceur, DBA Rainbow Services, 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:

Provide Odor Removal Services at various Health Department Locations

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$260,000** 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:

- a. CONTRACTOR shall provide appropriate size/style Odor Control units for the size of the requested space.
- b. CONTRACTOR shall only install Odor Control units that release an all natural and non-toxic substance into the air. This process will be in compliance with the State of California Title 22.
- c. CONTRACTOR shall service the Odor Control units every four (4) weeks. Service consists of replacing the batteries and the odor control cartridges, along with maintenance of the dispensers to ensure they are always operating at their optimum performance.

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- d. CONTRACTOR shall add new locations only as requested in writing by the Health Department Facility Operations Manager. New locations will not exceed the following schedule for new equipment:

Maximum Per unit charge for new services:

Installation/Battery unit	\$25.00 per unit	One time set up fee
Installation/Electric unit	\$100.00 per unit	One time set up fee
Battery Units	\$22.00 per service	Service schedule/4 weeks
Electric Units	\$105.00 per service	Service schedule/4 weeks

The one-time set up fee will cover a lifetime repair or replacement, at no additional cost, regardless of the age of the unit.

Maximum Annual Compensation:

The maximum annual compensation per fiscal year includes 13 services per year for each of the locations listed on the **Annual Service Schedule** table and may also include an estimate for new services as requested by the Monterey County Health Department Facility Operations Manager.

Fiscal Year	Maximum Annual Total
July 1, 2019 – June 30, 2020	\$ 36,500
July 1, 2020 – June 30, 2021	\$ 36,500
July 1, 2021 – June 30, 2022	\$ 36,500
July 1, 2022 – June 30, 2023	\$ 36,500
July 1, 2023 – June 30, 2024	\$ 38,000
July 1, 2024 – June 30, 2025	\$ 38,000
July 1, 2025 – June 30, 2026	\$ 38,000
Total Maximum Compensation	\$260,000

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CONTRACTOR will continue to service the locations listed on the following table every 4 weeks, at the service rate for each existing location. All equipment listed below will continue to have the lifetime repair or replacement, at no additional cost, regardless of the age of the unit guarantee.

Location	Dispenser Type	Quantity	Rate	Total Annual Expense (13 services/year)
Health Admin Bldg. 1270 Natividad Rd. Salinas	Battery	10/units	\$20.00/ca.	\$ 2,600.00
WIC 632 E. Alisal Salinas	Electric Battery	3 4	\$100.00/ca. \$20.00/ca.	\$ 4,940.00
Behavioral Health 951 B Blanco Circle Salinas	Battery	3	\$25.00/ca.	\$ 975.00
Integrated Health 299 12 th Street Marina	Electric Battery	2 8	\$100.00/ca. \$20.00/ca.	\$ 4,680.00
Alisal Health Center 559 E. Alisal Salinas	Electric Battery	2 12	\$100.00/ca. \$20.00/ca.	\$ 5,720.00
Seaside Family Health 1150 Fremont Ave. Seaside	Electric Battery	2 12	\$100.00/ca. \$20.00/ca.	\$ 5,720.00
Laurel Clinics 1441 Constitution Blvd. Salinas	Electric Battery	4 13	\$100.00/ca. \$20.00/ca.	\$ 8,580.00
Laurel Women's Health 1441 Constitution Blvd Salinas	Electric Battery	1 3	\$100.00/ca. \$20.00/ca.	\$ 2,080.00
Behavioral Health 1441 Constitution Dr. Bldg. 400, Ste. 200 Salinas, Ca	Electric Battery	1 2	\$100.00/ca. \$20.00/ca.	\$ 1,820.00
Total Annual Services for Current Locations as of July 1, 2023.				\$37,115.00

* There shall be no fee assessed for the transfer of units to an alternate facility.

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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 may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: hadminfinance@co.monterey.ca.us
Cc: deleisseguese@co.monterey.ca.us
Cc: sandersjm@co.monterey.ca.us

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.

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