

**AMENDMENT NO. 1  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY AND  
JOSEPH A LADOUCEUR, DBA RAINBOW  
SERVICES**

**THIS AMENDMENT NO. 1** to the Agreement 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 an Agreement 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**, this Amendment No. 1 is necessary due to County's continued need for CONTRACTOR's services; and

**WHEREAS**, County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement two (2) years for an extended term of July 1, 2019 through June 30, 2023 and increase the total amount by \$56,000 for a total Agreement amount of \$146,000, due to the extended term, 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 \$90,000" **and replacing it with** "The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$146,000".
2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this Agreement shall be from July 1, 2019 through June 30, 2021, unless sooner terminated provided herein" **and replacing it with** "The term of this Agreement shall be from July 1, 2019 through July 31, 2023, unless sooner terminated provided herein".
3. EXHIBIT A is deleted and replaced in its entirety and attached hereto as EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full forces and effect as set forth in the Agreement.
5. A copy of the Amendment No. 1 shall be attached to the original Agreement executed by County on May 1, 2019.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Joseph A Ladouceur, DBA Rainbow Services  
Contractor's Business Name\*

By: Joe Ladouceur  
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(Signature of Chair, President, or Vice-President) \*

Joe Ladouceur President  
Name and Title

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: Stacy Saetta Deputy County Counsel  
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County Counsel

Date: 4/1/2021 | 10:43 AM PDT

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>

By: Gary Giboney Chief Deputy Auditor-Controller  
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Auditor/Controller

Date: 4/1/2021 | 12:54 PM PDT

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

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.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required

**EXHIBIT A-1**

**To Agreement by and between  
County of Monterey, on behalf of 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 **\$146,000** 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:

VENDOR shall provide appropriate size/style Odor Control units for the size of the requested space.

VENDOR 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.

VENDOR 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.

VENDOR 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.

<b>Fiscal Year</b>	<b>Maximum Annual Total</b>
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
<b>Total Maximum Compensation</b>	<b>\$146,000</b>

VENDOR 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.

<b>Location</b>	<b>Dispenser Type</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Annual Expense (13 services/year)</b>
Health Admin Bldg. 1270 Natividad Rd. Salinas	Battery	10/units	\$17.00/ea.	\$ 2,210.00
WIC 632 E. Alisal Salinas	Electric Battery	3 4	\$95.00/ea. \$17.00/ea.	\$ 4,589.00
Behavioral Health 951 B Blanco Circle Salinas	Battery	3	\$24.00/ea.	\$ 936.00
Integrated Health 299 12 <sup>th</sup> Street Marina	Electric Battery	2 8	\$98.00/ea. \$20.00/ea.	\$ 4,628.00
Alisal Health Center 559 E. Alisal Salinas	Electric Battery	2 12	\$95.00/ea. \$17.00/ea.	\$ 5,122.00
Seaside Family Health 1150 Fremont Ave. Seaside	Electric Battery	2 12	\$95.00/ea. \$17.00/ea.	\$ 5,122.00
Laurel Clinics 1441 Constitution Blvd. Salinas	Electric Battery	4 13	\$95.00/ea. \$17.00/ea.	\$ 7,813.00
Laurel Women's Health 1441 Constitution Blvd Salinas	Electric Battery	1 3	\$98.00/ea. \$20.00/ea.	\$ 2,054.00
Behavioral Health 1441 Constitution Dr. Bldg. 400, Ste. 200 Salinas, Ca	Electric Battery	1 2	\$98.00/ea. \$20.00/ea.	\$ 1,794.00
<b>Total Annual Services for Current Locations as of July 1, 2021.</b>				<b>\$34,268.00</b>

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**

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.