

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & JOSEPH A LADOUCEUR, DBA RAINBOW  
SERVICES**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of odor removal services by and between Joseph A. Ladouceur, dba Rainbow Services, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend services for two (2) additional years and increase the total amount of the AGREEMENT due to the additional services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from July 1, 2015 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from July 1, 2015 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement".
2. EXHIBIT A – Section B.I, "COMPENSATION/PAYMENT", shall be amended by removing, "County shall pay an amount not to exceed \$80,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work." and replacing it with "County shall pay an amount not to exceed \$160,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated May 06, 2015.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Approved as to Fiscal Provisions:

\_\_\_\_\_  
Deputy Auditor/Controller

Dated: \_\_\_\_\_

Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director of Health

Dated: \_\_\_\_\_

CONTRACTOR

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

Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
JOSEPH A. LADOUCEUR, OWNER  
Printed Name and Title

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

\*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.

## **EXHIBIT-A1**

**To Agreement by and between  
Monterey County Health Department, hereinafter referred to as "County"  
AND  
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 **\$160,000** 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 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's 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	\$19.00 per service	Service schedule/4 weeks
Electric Units	\$98.00 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 Facilities Manager.

<b>Fiscal Year</b>	<b>Maximum Annual Total</b>
July 1, 2015 – June 30, 2016	\$ 40,000
July 1, 2016 – June 30, 2017	\$ 40,000
July 1, 2017 – June 30, 2018	\$ 40,000
July 1, 2018 – July 30, 2019	\$ 40,000
<b>Total Maximum Compensation</b>	<b>\$160,000</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.

**Annual Service Schedule:**

Location	Dispenser Type	Quantity	Rate	Total Annual Expense (13 services/year)
Health Admin Bldg. 1270 Natividad Rd. Salinas	Battery	10/units	\$14.00/ea.	\$1,820.00
WIC 632 E. Alisal Salinas	Electric Battery	5 5	\$85.00/ea. \$14.00/ea.	\$6,435.00
WIC 1942 Fremont Blvd. Seaside	Electric Battery	1 5	\$90.00/ea. \$13.00/ea.	\$2,015.00
Behavioral Health 951 B Blanco Circle Salinas	Battery	3	\$20.00/ea.	\$ 780.00
Integrated Health 299 12 <sup>th</sup> Street Marina	Electric Battery	2 8	\$95.00/ea. \$18.00/ea.	\$4,342.00
Alisal Health Center 559 E. Alisal Salinas	Electric Battery	2 12	\$85.00/ea. \$14.00/ea.	\$4,394.00
Seaside Family Health 1150 Fremont Ave. Seaside	Electric Battery	2 12	\$90.00/ea. \$15.00/ea.	\$4,680.00
Laurel Clinics 1441 Constitution Blvd. Salinas	Electric Battery	4 13	\$85.00/ea. \$13.00/ea.	\$6,617.00
Behavioral Health 1441 Constitution Dr. Bldg. 400, Ste. 200 Salinas, Ca	Electric Battery	1 2	\$98.00 \$19.00/ea.	\$1,768.00
<b>Total Annual Services for Current Locations as of July 1, 2017.</b>				<b>\$32,851.00</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.