

**AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & ISS FACILITY SERVICES, INC.**

**THIS AMENDMENT No. 3** is made and entered into by and between ISS FACILITY SERVICES, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR have heretofore entered into an Agreement to provide specialized custodial maintenance services and supplies for the County of Monterey Health Clinics, per RFP #10484, for the period of July 1, 2014 to June 30, 2016 ("Agreement"); and

**WHEREAS**, on or around April 1, 2016, the County and CONTRACTOR entered into an executed Amendment No. 1 to extend the term of the Agreement for one (1) year, for a new Agreement amount not to exceed \$527,676.86 for the period of July 1, 2014 to June 30, 2017; and

**WHEREAS**, on or around June 1, 2016, the County and CONTRACTOR entered into an executed Amendment No. 2 to extend the term of the Agreement for one (1) year, for a new Agreement amount not to exceed \$1,166,948.66 for the period of July 1, 2014 to June 30, 2018; and

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement, as specified below.

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

1. **SECTION 2.0 SCOPE OF SERVICE** shall be amended as follows: Exhibit A is replaced with Exhibit A-3. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-3.
2. **SECTION 2.2 SCOPE OF SERVICES, Cleaning Specifications:** Attachment E: Playground Cleaning Requirements, shall be added to the AGREEMENT.
3. **SECTION 5.1 TERM OF AGREEMENT** is replaced as follows: The Term of the AGREEMENT shall be July 1, 2014 to June 30, 2018. The total amount of the AGREEMENT is increased by \$47,970.92 for a new amount not to exceed of \$1,214,919.28.
4. **SECTION 10.1 BREACH** shall be amended as follows: A Breach of a term or condition of this AGREEMENT shall mean any one or more of the following events: (1) CONTRACTOR fails to perform the services as specific in ATTACHMENT A: SCOPE OF SERVICES- GENERAL REQUIREMENTS; ATTACHMENT B: SCOPE OF

SERVICES, SPECIFICATIONS; ATTACHMENT C: SCOPE OF SERVICES CLEANING REQUIREMENTS; ATTACHMENT E: Playground Cleaning Requirements and Specifications; and EXHIBIT A-3: SERVICE LOCATIONS AND PRICING. All other terms, conditions and provisions of SECTION 10.1 BREACH shall remain unchanged and in effect.

**5. SECTION 16.1, NOTICES**

CONTRACTOR:

ISS Facility Services, Inc.  
40563 Encyclopedia Circle  
Fremont, CA 94538

with copy to:

ISS Facility Services, Inc.  
1019 Central Parkway North, Ste. 100  
San Antonio, Texas 78232  
Attn.: Legal Department

6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.
7. A copy of this AMENDMENT No. 3 shall be attached to the Agreement.
8. The effective date of this AMENDMENT No. 3 is July 1, 2017.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

  
Contracts/Purchasing Officer, MBA  
Deputy Purchasing Agent  
County of Monterey

Dated: 6-28-17

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

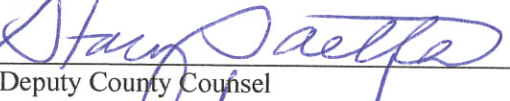
Dated: 6-26-17

Approved as to Liability Provisions:

Risk Management

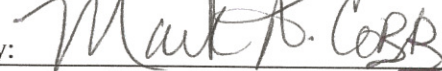
Dated:

Approved as to Form:

  
Deputy County Counsel

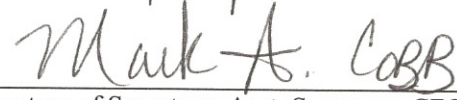
Dated: 6/26/17

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

MARK A. COBB VP FINANCE  
Printed Name and Title

Dated: 06/22/17

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

MARK A. COBB VP FINANCE  
Printed Name and Title

Dated: 06/22/17

\*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.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY

ISS FACILITY SERVICES, INC.

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

By: Mark A. Cobb  
Signature of Chair, President, or  
Vice-President

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

MARK A. COBB VP-FINANCE  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 06/26/17

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

By: Kelli Cubeta  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

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

*Approved as to Liability Provisions:*

Kelli Cubeta, Asst. Secretary  
Printed Name and Title

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

Dated: 06/26/17

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

*Approved as to Form:*

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

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.

## ATTACHMENT E PLAYGROUND REQUIREMENTS and SPECIFICATIONS

### CLEANING REQUIREMENTS – PLAYGROUND

CONTRACTOR shall adhere to the requirements set forth under ATTACHMENT A: SCOPE OF SERVICES-GENERAL REQUIREMENTS; ATTACHMENT B: SCOPE OF SERVICES, SPECIFICATIONS and ATTACHMENT C: SCOPE OF SERVICES CLEANING REQUIREMENTS; for servicing of the playground, unless specified in writing by County.

Cleaning and maintenance services shall follow all applicable playground manufacturer maintenance instructions and industry standards and regulations for playground health and safety.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Exterior - Daily</b>							
Thoroughly wipe down and disinfect all playground surfaces , such as benches, sea-otter sculpture, spring toys and abacus feature, with environmentally safe cleaner,.	X	X	X	X	X	As requested	As requested
Sweep and spot mop all rubberized flooring	X	X	X	X	X	As requested	As requested
Remove graffiti from all exterior surfaces	X	X	X	X	X	As requested	As requested
User modifications, such as loose-ended ropes tied to elevated parts, should be removed immediately	X	X	X	X	X	As requested	As requested
Report to County on a daily basis all playground areas, fixtures and equipment that show excessive wear, deterioration and any potential hazards, such as the following: 1. Broken equipment such as loose bolts, missing end caps, cracks, etc. 2. Broken glass and other trash 3. Cracks in plastics, if applicable 4. Loose anchoring 5. Hazardous or dangerous debris 6. Insect damage 7. Problems with surfacing 8. Displaced loose-fill surfacing 9. Holes, flakes, and/or buckling of unitary surfacing, if applicable 10. User modifications such as ropes tied to parts or equipment re-arranged 11. Vandalism 12. Worn, loose, damaged or missing parts 13. Wood splitting, if applicable 14. Rusted or corroded metals, if applicable 15. Rot	X	X	X	X	X	As requested	As requested
<b>Exterior - Weekly</b>							
Thoroughly sweep and scrub all rubberized flooring with environmentally safe cleaner. Use soft bristle brush.					X	As requested	As requested
<b>Exterior - Monthly</b>							
Pressure wash all rubberized flooring using low pressure nozzle being careful not to damage surfaces.					X	As requested	As requested

EXHIBIT A-3

ZONE A1: SERVICE LOCATION SPECIFICATIONS AND PRICING SHEET

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/URINALS	EST # OFFICES	EST # STORAGE/LAB SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	TYPE OF SERVICE	TOTAL MONTHLY FLAT RATE <b>(COMPLETE THIS SECTION)</b>	EQUIVALENT PRICE PER A SQ FT <b>(COMPLETE THIS SECTION)</b>
Monterey County Health Clinic at Marina	1,790	354	1,436	4	4	2	2	2	3	1	0	0	5	0	0	2	10	9	2	0	Five Day + Noon	\$1,067.98	0.5966
Seaside Family Health Center	11,645	1,329	10,316	18	18	10	11	14	20	15	1	3	7	0	3	12	40	37	12	2	Five Day + Noon	\$4,335.29	0.3723
<b>ALL ZONE A1 LOCATIONS:</b>	<b>13,435</b>	<b>1,683</b>	<b>11,752</b>	<b>22</b>	<b>22</b>	<b>12</b>	<b>13</b>	<b>16</b>	<b>23</b>	<b>16</b>	<b>1</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>3</b>	<b>14</b>	<b>50</b>	<b>46</b>	<b>14</b>	<b>2</b>	<b>Five Day + Noon</b>	<b>\$5,403.27</b>	<b>0.4022</b>

Health Department Locations <b>**WITH PLAYGROUND**</b> ETA May 2017**																							
Monterey County Health Clinic at Marina	1,790	354	1,436	4	4	2	2	2	3	1	0	0	5	0	0	2	10	9	2	0	Five Day + Noon	\$1,067.98	0.5966
Seaside Family Health Center <b>After Expansion**</b>	18,572			32	33	10	11	14	20	15	1	3	7	0	3	12	40	37	12	2	Five Day + Noon	\$6,914.36	0.3723
Seaside Family Health Center <b>PLAYGROUND (23x29)</b>	667	0	0	0	0	0	0	0	0	0										0	Five Day + Noon	\$397.93	0.5966
<b>ALL ZONE A1 LOCATIONS (w/Seaside Expansion):</b>	<b>21,029</b>	<b>354</b>	<b>1,436</b>	<b>36</b>	<b>37</b>	<b>12</b>	<b>13</b>	<b>16</b>	<b>23</b>	<b>16</b>	<b>1</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>3</b>	<b>14</b>	<b>50</b>	<b>46</b>	<b>14</b>	<b>2</b>	<b>Five Day + Noon</b>	<b>\$8,380.27</b>	<b>0.3985</b>

In the event Dental Space is added to this contract, the following square footage and rates will apply. County shall inform Contractor if Dental space shall be added.

<b>** WITH DENTAL SPACE** - ETA 5/1/17. DO NOT SERVICE OR BILL DENTAL SPACE WITHOUT WRITTEN AUTHORIZATION FROM COUNTY.</b>																							
Seaside Family Health CSVS - Dental	658			1					1												Five Day + Noon	\$244.97	0.3723
<b>ALL ZONE A1 LOCATIONS (w/Seaside Expansion):</b>	<b>21,687</b>	<b>354</b>	<b>1,436</b>	<b>37</b>	<b>37</b>	<b>12</b>	<b>13</b>	<b>16</b>	<b>24</b>	<b>16</b>	<b>1</b>	<b>3</b>	<b>12</b>	<b>0</b>	<b>3</b>	<b>14</b>	<b>50</b>	<b>46</b>	<b>14</b>	<b>2</b>	<b>Five Day + Noon</b>	<b>\$8,625.24</b>	<b>0.3977</b>

\$3,221.97 Increase from current Agreement A-2

\*Square Footage and Rate based on Current square footage as of January 1, 2017

\*\*Increased square footage and rate based on facility expansion. Effective dates are Estimates.

1. County shall inform Contractor once site(s) are operational
2. County must authorize charges at the higher rate prior to Contractor billing County

DENTAL SPACE NOTES:

532 532 SF for Dental Space (Exam Room)

126 126 SF for Rm 8 (Office)

658 total SF for planned Dental Space

**EXHIBIT A-3**

**ZONE A2: SERVICE LOCATION SPECIFICATIONS AND PRICING SHEET**

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	TYPE OF SERVICE	TOTAL MONTHLY FLAT RATE <i>(COMPLETE THIS SECTION)</i>	EQUIVALENT PRICE PER A SQ FT <i>(COMPLETE THIS SECTION)</i>
Laurel Internal Medicine Clinic (includes Medical Records space)	7,410	1,619	5,791	12	12	5	5	1	13	4	0	1	1	0	0	5	19	14	10	0	Five Day + Noon	\$3,454.31	0.4662
Laurel Pediatrics (expanded 10/31/16)	11,985	754	11,231	20	20	4	4	4	5	4	0	2	9	2	1	4	44	44	6	1	Five Day + Noon	\$4,551.90	0.3798
Laurel Family Practice and Laurel Vista	18,569	0	18,569	38	38	10	12	13	13	10	0	7	0	2	1	12	50	12	65	1	Five Day + Noon	\$7,540.88	0.4061
<b>ALL ZONE A-2 LOCATIONS:</b>	<b>37,964</b>	<b>2,373</b>	<b>35,591</b>	<b>70</b>	<b>70</b>	<b>19</b>	<b>21</b>	<b>18</b>	<b>31</b>	<b>18</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>21</b>	<b>113</b>	<b>70</b>	<b>81</b>	<b>2</b>	<b>Five Day + Noon</b>	<b>\$15,547.09</b>	<b>0.4095</b>

**EXHIBIT A-3**

**ZONE A3: SERVICE LOCATION SPECIFICATIONS AND PRICING SHEET**

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	TYPE OF SERVICE	TOTAL MONTHLY FLAT RATE <u>(COMPLETE THIS SECTION)</u>	EQUIVALENT PRICE PER A SQ FT <u>(COMPLETE THIS SECTION)</u>
Alisal Health Center	11,761	852	10,909	16	16	10	9	10	8	8	0	3	3	2	2	10	31	30	10	2	Five Day + Noon	\$4,711.55	0.3999
ALL Zone A3 LOCATIONS:	11,761	852	10,909	16	16	10	9	10	8	8	0	3	3	2	2	10	31	30	10	2	Five Day + Noon	\$4,711.55	0.3999

Zone 6 Day half

- 1 \$922.93
- 2 \$912.60
- 3 \$468.85

6 Day Full

- \$1,479.38
- \$1,785.61
- \$864.18

Note: This is a Monthly Price

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