

## ADDENDUM TO CUSTODIAL MANAGEMENT SERVICES AGREEMENT

THIS ADDENDUM, entered into this 9th day of August, 2010, is made between the **WARREN COUNTY SCHOOL DISTRICT**, hereinafter referred to as "WCSD",

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**ALL-CLEAN BUILDING SERVICES**, hereinafter referred to as "CMC."

WHEREAS, on or about May 24, 2010, the Parties entered into a Custodial Management Services Agreement (the "Agreement"); and

WHEREAS, the Parties mutually desire to modify Sections 3.1, 4.1(III), and 7.1 of the Agreement.

NOW THEREFORE, intending to be legally bound thereby, the Parties hereto agree as follows:

1. Section 3.1 is hereby amended to read as follows:

**3.1. Costs to be Absorbed by CMC:**

CMC shall be solely responsible for the direct operating costs incurred in connection with the provision of the services described in Section 2 above. The term "direct operating costs" as utilized in the preceding sentence means the costs associated with the supply of personnel, uniforms, supplies, equipment, and materials directly attributable to the provision of said services, and includes (but is not limited to) the following costs: (i) salaries of CMC personnel; (ii) benefits of CMC personnel (which shall be, and shall remain throughout the entire duration of this Agreement, comparable to the benefits provided by Aramark to its custodial personnel during the WCSD's 2009/2010 fiscal year) (iii) all transportation costs of CMC personnel; (iv) uniforms for all Custodial Employees and all CMC employees; (v) training materials described in Section 2.3; (vi) all supplies and equipment outlined herein, and (vii) all taxes and fees currently imposed by federal, state or local authorities at the commencement of services in connection with the provision of the services described in Section 2. In the event federal, state or local agencies impose new or additional sales or use taxes, fees, premiums, etc. (but not new or additional income, social security or other taxes associated with the employment of personnel) during the term of this Agreement and



subsequent to the commencement of services, the Contract Amount shall be adjusted to reflect such change.

2. Section 4.1(III) is hereby amended to read as follows:

**4.1. CMC Personnel:**

(III) The personnel described in Subparagraphs I and II above will be employees of CMC. CMC shall pay all of the said employees' salary, employees' benefits (which shall be, and shall remain throughout the entire duration of this Agreement, comparable to the benefits provided by Aramark to its custodial personnel during the WCSD's 2009/2010 fiscal year), payroll and other taxes, fees, worker's compensation insurance and other charges or insurance levied or required by any federal, state or local statute in connection with their employment.

3. Section 7.1 is hereby amended to read as follows:

**7.1 Contract Amount:**

Subject to adjustment as provided in the following sentences, the contract amount shall be the monthly figures set forth below. If the management services commence on a day other than the first day of the month, or if the management services terminate on a day other than the last day of the month, the contract amount for the first or last month shall be prorated on the basis of the number of days within such first or last month in which management services were provided. The contract amount shall be, for supplies, equipment, and service, the monthly amount of \$ 40,448.74.

4. All other terms of the Agreement shall remain in full force and effect.

5. The Amended terms contained herein, as well as all other terms and conditions set forth in the Agreement, may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have entered into this Addendum the day and year first written above.

**ATTEST:**

**WARREN COUNTY SCHOOL DISTRICT**

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Secretary

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By: Board President

**ALL CLEAN BUILDING SERVICES**

By: