

**AGREEMENT FOR CUSTODIAL SERVICES**  
**Between**  
**Stanislaus County Office of Education and**  
**Patterson Joint Unified School District**  
**2019-2024**

This agreement, by and between the Patterson Joint Unified School District, hereinafter referred to as the "DISTRICT", and the Stanislaus County Office of Education, herein after referred to as the "COUNTY", is for the purpose of providing classroom custodial services for COUNTY at Del Puerto Child Development Center, 640 M Street, Patterson, CA 95363.

**TERM OF AGREEMENT:** The duration of this agreement will commence on or about July, 1 2019 and terminate June 30, 2024 unless the DISTRICT and COUNTY mutually agree to an earlier termination date. The COUNTY may terminate this agreement by giving sixty (60) days written notice of termination to the DISTRICT.

**TERMINATION OF AGREEMENT:** In the event that this agreement is terminated, neither party will have any further obligation.

**CUSTODIAL FEES:** The COUNTY shall pay a utility service fee and custodial service fee of \$1,559 per month. The custodial charges include: labor, material, and supplies for classroom and restroom use. The said utility/custodial charge shall be paid in quarterly installments with invoices. Each succeeding year the cost may be increased by the percentage rate the utilities are increased to the DISTRICT by the utility companies and percentage rate for custodial personnel.

**USE OF PREMISES:** The buildings will be used for Head Start/Early Head Start classes, parent involvement activities and office space. Two modular units are owned by the COUNTY and one modular unit is owned by the DISTRICT.

**HOLD HARMLESS AGREEMENT:** The COUNTY agrees to defend the DISTRICT and its employees in any and every way from any and all matters of damages, charges, suits and expenses which they may sustain or be put to by reason of the COUNTY'S use of any activity carried on by the COUNTY in connection therewith, except claims arising from concurrent or sole negligence of the DISTRICT, its administration, or employees.

**LIABILITY INSURANCE:** COUNTY agrees to obtain and keep in force during the terms of this permit, at the COUNTY expense, public liability and property damage insurance from companies authorized to issue such insurance in the State of California. Said insurance policy shall consist of the following:

Liability insurance; the COUNTY shall maintain in full force and effect, for the period covered by this permit, bodily injury, including death resulting there from and property damage insurance carrier satisfactory to the COUNTY. The liability insurance shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there

**INTERPRETATION OF AGREEMENT:** This agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, operation, usage, effect and performance.

**DEBARMENT AND SUSPENSION:** The DISTRICT certifies that in its operation neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or COUNTY. Where the DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.10. (Lower Tier)

**DRUG-FREE WORKPLACE:** As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 at Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, certify that it will continue to provide a drug-free workplace.

**MODIFICATION OF AGREEMENT:** Notwithstanding any of the provisions of this agreement, the parties may thereafter, by mutual consent, agree to modification thereof in writing. Any such modification shall not be effective until accepted in writing.

By   
Jeff Menge  
Assistant Superintendent of  
Administrative Services  
209-895-7790

6/4/2019  
Date

By \_\_\_\_\_  
Don Gatti  
Deputy Superintendent, Business Services  
209-238-1900


\_\_\_\_\_  
Date

See Attached

ACCOUNT NO.

Ramona Lopez 6-3-19  
BUDGET OFFICE APPROVAL

  
DEPARTMENT APPROVAL

 Tony Jordan 6/3/19  
DIVISION APPROVAL

Coding for Patterson Custodial Contract	%	\$1,559.00	per month	=	\$18,708.00
RHS -Slots = 22 EHS Slots 14					

12-5210-9-5800-0001-2100-CFS-7002-XX	61%	\$1,902
12-5220-9-5800-0001-2100-CFS-7004-XX	39%	\$1,216
12-5210-9-5800-0001-2100-CFS-7002-XX	61%	\$9,510
12-5220-9-5800-0001-2100-CFS-7004-XX	39%	\$6,080

Total		\$18,708
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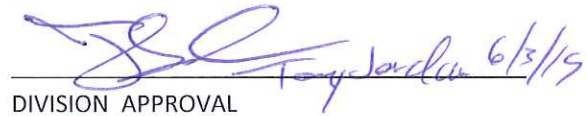
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