

RESOLUTION NO. 3061

RESOLUTION AUTHORIZING CITY STAFF TO SEND WRITTEN NOTICE TO
ABM INDUSTRY GROUPS, LLC, TO TERMINATE THE JANITORIAL SERVICES
AGREEMENT EFFECTIVE AS OF DECEMBER 31, 2023, AND TO REDUCE ABM'S
SCOPE OF WORK IN THE MEANTIME

WHEREAS, the City entered into a written Janitorial Services Agreement with ABM Industry Groups, LLC, on August 8, 2023; and

WHEREAS, such Agreement specifies, in part, that ABM's performance is subject to the personal satisfaction of the City; and

WHEREAS, multiple problems and deficiencies have arisen with ABM's performance, City staff has repeatedly notified ABM of the problems and deficiencies, and the problems and deficiencies have persisted; and

WHEREAS, City staff has lost confidence in ABM, and recommends that the City terminate its relationship with ABM as soon as possible and that ABM's scope of work be modified in the meantime; and

WHEREAS, the Agreement specifies, in part, that the parties' relationship may be terminated effective as of 11:59 p.m., on the last day of a calendar month, without the necessity of cause or breach, by providing advance written notice at least thirty calendar days preceding the date that the termination becomes effective; and

WHEREAS, the Agreement also contemplates that ABM's scope of work might be adjusted during the parties' relationship, and that a corresponding change in the total contract price may apply due to such; and

WHEREAS, City staff has drafted a notification letter, which would both provide advance notice that the parties' relationship will terminate effective as of December 31, 2023, at 11:59 p.m., and also reduce ABM's scope of work in the meantime by removing the Police Department building from the Agreement; and

WHEREAS, and the City Council finds that good cause exists;

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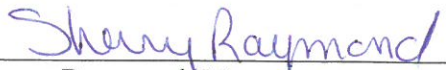
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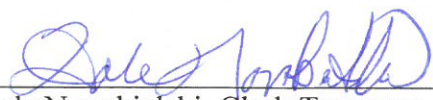
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City staff be and is authorized to issue a notification letter to ABM in substantially the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of November, 2023.



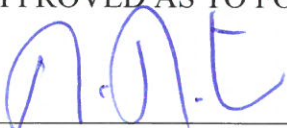
Sherry Raymond, Mayor

ATTEST:



Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



CITY OF SELAH

115 West Naches Ave
Selah, WA 98942

P: 509-698-7328

F: 509-698-7338

November 15, 2023

Via Email: LegalNotice@abm.com

And Via Certified Mail, Return Receipt Requested

ABM Industry Groups, LLC
ATTN: Karl Bowen
112 North Altamont Street
Spokane, WA 99202

**RE: *Janitorial Services Agreement with City of Selah
Notice of Termination & Reduction in Scope of Work in Meantime***

Mr. Bowen:

This letter serves two purposes. First, it is advance written notice that the City of Selah's contractual relationship with ABM – which exists under the twelve-page Janitorial Services Agreement, entered into on August 8, 2023 – will terminate effective as of December 31, 2023, at 11:59 p.m. Second, it is notice that, in the meantime, ABM's scope of work will be reduced and that the contractual price for the month of December will be correspondingly reduced.

Advance Written Notice of Termination

Paragraph 1 of the Agreement specifies, in part, that "ABM's performance of the Services shall be subject to the personal satisfaction of Client" with the City constituting the Client. The City is not satisfied. There have been multiple deficiencies and problems with ABM's performance, including, but not limited to, an unauthorized worker having possession of City keys, work going undone on multiple dates, and work being poorly performed on multiple dates. City staff has repeatedly notified ABM of the problems and deficiencies, but the problems and deficiencies have persisted. City staff has lost confidence in ABM.

Paragraph 3 of the Agreement empowers the City to terminate the parties' relationship "effective as of 11:59 p.m. on the last day of a calendar month, without the necessity of cause or breach, by providing advance written notice . . . at least 30 days preceding the date that the termination becomes effective." As stated above, this letter constitutes advance written notice that the City is terminating the parties' relationship effective as of December 31, 2023, at 11:59 p.m.

Reduction in Scope of Services in the Meantime

Paragraph 6 of Agreement contemplates that the scope of work might be adjusted during the parties' relationship, and that a corresponding change in the total contractual price may apply due to such.



November 15, 2023
ABM Industry Groups, LLC
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The City is no longer desires any services by ABM at or within the Police Station building, and the City is hereby revokes any express or implied permission for any of ABM’s workers to enter the non-public portion of such building at any time. Moreover, the City hereby demands the immediate return of all access keys to such building that are possessed by any ABM worker. If any ABM worker enters the non-public portion of the building after your receipt of this letter, that will constitute trespass. The City reserves all rights, both under civil and criminal law, to pursue any remedy or punishment due to unauthorized entry.

The City will continue paying ABM the full contractual price, which is \$5,944.15, through the month of November. However, because the Police Station building has now been removed from the scope of work, the City will only pay \$5,460.04 for the month of December. Such reduction, specifically of \$484.11, constitutes the applicable monthly cleaning charges for the Police Station building per “Exhibit B: Pricing Schedule” of the Agreement. To clarify:

- the City is directing ABM to immediately cease entering the Police Station building – as stated above in this letter;
- however, because this letter is being issued in mid-November, the City will not apply a financial reduction for November;
- the financial reduction will be applied for December; and
- thus, ABM will be paid the full contractual rate for November, it will be paid the lessor rate for December, and it shall only enter and clean the Civic Center, City Hall and Public Works building henceforth through December 31st.

At the conclusion of December, ABM’s workers must return all access keys for the Civic Center, City Hall and the Public Works building.

Conclusion

The City reserves all rights and remedies. Please ensure that all of your workers comply with this letter.

Respectfully,

Joe Henne
City Administrator

