

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER SERVICES AGREEMENT CONTRACT FOR CITY-WIDE CUSTODIAL SERVICES WITH THE KEY PEOPLE, LLC THROUGH 2025

NO. 2024-045

WHEREAS, in June of 2023, City Council instructed staff to assess the option of bringing custodial services in-house. Staff indicated they would bring custodial services in-house for one City building (Municipal Services Center) in early 2024 and report back to Council in summer 2024 about the efficacy of this service;

WHEREAS, the City contracted city-wide programmatic custodial services to The Key People, LLC (“Contractor”) from January 1, 2024 to May 31, 2024;

WHEREAS, to allow for adequate time to complete the assessment of the effects of bringing custodial services in-house without causing a lapse in custodial services, the City Manager has determined extending the current agreement with the Contractor for one year without engaging in a competitive solicitation for the Services needed during that year is in the best interest of the City and the City Manager has approved a sole source waiver in accordance with the City’s procurement policy;

WHEREAS, if City Council elects to bring custodial services in-house, Staff will prepare for this transition over the next several months with an anticipated start date of June 1, 2025. If City Council elects to continue procuring custodial services through external contractors, Staff will issue an RFP for services with an anticipated start date of June 1, 2025;

WHEREAS, the amendment to the Agreement will cause the potential aggregate cost of the Agreement to exceed \$250,000. Pursuant to the City’s procurement policies and the City Manager’s commitment to the City Council, the City Council must approve all procurements exceeding \$250,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

SECTION 1. Findings. The recitals to this resolution are incorporated as findings of the City Council. This resolution is found to be necessary for the preservation of public health, safety, and welfare and in the public interest.

SECTION 2. Award of Contract Extension. The award of the contract extension for City-Wide Custodial Services to The Key People, LLC is hereby approved, subject to the successful finalization of an amendment to the current Master Services Agreement with the Contractor on terms acceptable to the City Manager.

SECTION 3. Authorization to Negotiate. The City Manager is hereby authorized to negotiate and finalize the details of the amended contract with The Key People, LLC, including final pricing and payment terms.

SECTION 4. Execution and Attestation. Upon successful finalization of the contract amendment and approval as to form by the City Attorney, the City Manager is hereby authorized to execute, and the City Clerk to attest the amended contract on behalf of the City.

RESOLVED AND PASSED THIS 6TH DAY OF MAY 2024.

CITY OF COMMERCE CITY, COLORADO



Steven J. Douglas, Mayor

ATTEST



Dylan A. Gibson, City Clerk



FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and THE KEY PEOPLE, LLC, a Colorado limited liability company whose principal business address is 777 S Wadsworth Blvd, Ste 3-102, Lakewood, CO 80226 (“Contractor”), to amend the Master Services Agreement dated December 31, 2023 (“Agreement”). In consideration of the mutual covenants and agreements contained in this First Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Exhibit A of the Agreement is modified to amend the Scope of Services to include Services detailed in Section A of Exhibit 1 to this First Amendment.

2. Compensation. Section II, paragraph A. Amount of the Agreement is amended to increase the total maximum compensation payable under the Agreement in the amount of \$600,000.00. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement and this First Amendment exceed **\$850,000.00**.

3. Rates. Exhibit A of the Agreement is amended to add the rates detailed in Section 2 of Exhibit 1 to this First Amendment, attached and incorporated by reference. The rates contained in Exhibit 1 to this First Amendment are in addition to any previously agreed on rates. The date of execution of this First Amendment will be the effective date of the rates contained in Exhibit 1.

4. Term: The Term of the Agreement is extended through **May 31, 2025**.

5. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this First Amendment.

6. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment on behalf of the parties and to bind the parties to its terms.

7. Counterparts; Execution. This First Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

8. Headings. Paragraph headings used in this First Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this First Amendment.

[Remainder of this page intentionally blank. Signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Jason R. Rogers, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

John-Patrick Sansom, Assistant City Attorney

THE KEY PEOPLE, LLC

Signature

Printed Name, Title

EXHIBIT 1A

Services and Rates

A. AMENDED SCOPE OF SERVICES FOR 2024

Exhibit A to the Agreement is modified to amend the Scope of Services to add the following location and scope of work:

Adams Tower, 7190 Colorado Blvd., Commerce City CO 80022

Cleaning Square Footage: 10,000 SF

- a) Frequency: Tuesday and Friday
- b) Hours available for cleaning: 5:00 pm- 7:00 am (unless in use)
- c) Carpet Steam Cleaning; twice a year
- d) Clean Lobby Furniture; twice a year (June and December)
- e) Dust Blinds; twice a year (June and December)

B. AMENDED RATES FOR 2024

Facility	Monthly Rate
Adams Tower	\$1,200.00

Additional Services Rates	
Biohazard Clean	\$100.00
CC Courtroom Moving Chairs/Tables	\$60.00
CC Courtroom Moving Chairs/Tables	\$400/month

Labor rates may not exceed 5% increase annually.