

FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BAYAUD ENTERPRISES, INC.**, whose address is 333 W Bayaud Ave., Denver, Colorado 80223 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated September 16, 2020, a First Amendatory Agreement dated February 19, 2021, a Second Amendatory Agreement dated August 27, 2021, a Third Amendatory Agreement dated March 2, 2022 and a Fourth Amendatory Agreement dated August 17, 2022 (collectively, the “Agreement”) to provide additional shelter staffing, client transportation and meal delivery support for auxiliary shelters during the COVID-19 emergency. Shelter operations and support services including but not limited to dispatch, patient transport, laundry services, etc. during the COVID-19 emergency.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A, A-1, A-2, A-3 and A-4...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, A-4 and A-5...” as applicable. The scope of work marked as **Exhibit A-5** attached to this Fifth Amendatory Agreement is hereby incorporated by reference.

2. Section 3 of the Agreement entitled **TERM** is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on April 1, 2020, and will expire, June 30, 2023 unless sooner terminated, on (the “Term”).”

3. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT:**

4.4. Maximum Contract Amount:

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Four Million

Eight Hundred Eighty-Four Thousand Two Hundred Five Dollars (\$4,884,205.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A-5. Any services performed beyond those in Exhibit A-5 are performed at the Contractor’s risk and without authorization under the Agreement. .”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Fifth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: HOST-202366329-05/202055551-05
Contractor Name: BAYAUD ENTERPRISES, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202366329-05/202055551-05
BAYAUD ENTERPRISES, INC.

By: _____
DocuSigned by:
TAMMY BELLOFATTO
0B2911986EF34C0...

Name: _____
TAMMY BELLOFATTO
(please print)

Title: _____
Executive Director, Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Bayaud Enterprises Inc

HOST-202366329

I. INTRODUCTION

Period of Performance Start and End Dates: 4/1/2020 – 6/30/2023

Project Description:

The purpose of the contract is to establish an agreement and Scope of Work between the Denver Department of Housing Stability (“HOST”) and Bayaud Enterprises for services related to COVID-19 emergency shelter operations and support. Services may be delivered as associated with the emergency shelters at the National Western Complex, Denver Coliseum, and 48th Avenue Shelter other City designated auxiliary shelter locations. Extending the Bayaud Enterprises Inc, COVID Auxiliary Shelter Support contract for an additional 6 months.

II. SERVICES DESCRIPTION

A. List of Services to be provided by contractor

A. Crisis Response Support

1. Deliver bulk meals to crisis response locations per City scheduling and dispatch.
2. Participate in emergency shelter operations support per City scheduling.
3. Provide staff supervision to shelter attendant staff that provide support to primary shelter providers at The National Western Complex, The Denver Coliseum, 48th Avenue Shelter and other auxiliary shelters as identified by the City of Denver. The Contractor’s shelter attendant staff cover shifts seven days per week, twenty-four hours per day. Duties include tasks such as securing doors, serving food, bed checks, assisting with shower assignments, bag and tag of personal items left by guests, distribution of personal laundry, cleaning of common areas, guest check in, transport of ADA guests and any other tasks requested by the providers. Shelter attendants work side by side with the other primary shelter providers to ensure the safety and wellbeing of the guests. Only registered drivers with Denver City and County may provide transport to and from other shelters and hotels on an as needed basis.
4. Provide direct client transportation for respite, protective action or as directed by city employees.

5. Provide a dispatch that is on call and is in support of scheduling transports to Protective Action and Activated Respite.
6. Other assigned crisis response support duties may be assigned.
7. Provide daily and final clean-up at all shelter locations.

B. Site Closures

1. This Agreement is part of the City and County of Denver’s COVID-19 emergency response and is operationally dependent on the continued declaration of an emergency. If the COVID-19 emergency declaration ends before the term of this Agreement, the City may terminate this Agreement in accordance with its terms and conditions.
2. If the City determines that a service outlined in this Agreement is no longer necessary, the City may, in whole or in part, terminate or suspend the services and deliverables stated within this Exhibit A 1 by terminating specific budget line items.
3. All decisions concerning the use of and services to any specific property shall be communicated in writing. A decision to 1) convert a property from one use to another, 2) to decommission a property temporarily, or 3) remove a property from our portfolio as either Activated Respite, Protective Action, or Enhanced Shelter will be approved in writing such as an email by the Executive Director of HOST or their designees.
4. Staffing levels, supportive service, motel expenses, and other needs may be variable over the life of this contract. Any decision to decrease staffing support levels, motel site operations, or other services will be made in coordination with HOST. HOST will provide 30 days written notice of any such decisions.

III. Process and Outcome Measures

A. Process Measures

1. Contractor will document frequency and date of crisis response support services referenced in paragraph IIA throughout the term of the contract.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated HOST staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the HOST program area and other designated HOST staff, will provide

performance monitoring and reporting reviews. HOST staff will manage any performance issues and will develop interventions to resolve concerns.

3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

V. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Contract Summary Report	Report shall total counts of all services delivered and comment on any insights learned, best practices identified, and issues experienced.	Contract End, within 45 days after Term End	Each of the following: <input type="checkbox"/> City-side DDW Program Manager
2. Other reports as reasonably requested by the city	To be determined (TBD)	TBD	TBD

VI. HOST funding information:

A. Program Name: Emergency Shelter Supports

B. Funding Source: FEMA – COVID-19 response

VII. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.

Invoices shall be submitted to: HOSTAP@denvergov.org, or by US Mail to: Attn:
 Financial Services
 Dept. 615, Housing Stability
 201 W Colfax Avenue
 Denver, Colorado 80202

Contract Number: GENRL-202057217-01 (HOST-202055551-01)		
Program Name: COVID Auxiliary Shelter Support (Budget 1)		
Contract Term: 4/1/2020 to 12/31/2020		
Budget Categories	Budget Amount	Narrative
DIRECT COSTS		
Direct Services <u>Crisis Response Support</u>	\$1,690,322.00	<p>A unit rate shall be paid per documented service provided, as outlined in Section II. No indirect costs shall be charged over this category. Rates by client type:</p> <ul style="list-style-type: none"> ○ \$175 per bulk meal delivery ○ \$379 per shift worked at emergency shelter operations or at a rate of \$47.37 per hour for shifts less than 8 hours. ○ \$75 per direct client transport ○ \$450 per 6-hour shift staffing and operating each laundry truck with 10-15 machines ○ \$28 per hour for patient transport dispatch <ul style="list-style-type: none"> – on call staff support

TOTAL Costs	\$1,690,322.00	
CONTRACT VERSION	TERM	AMOUNT
Base	4/1/2020-12/31/2020	\$1,690,322.00
	Total	\$1,690,322.00

Contractor Name: Bayaud Enterprises Inc		
Term: 4/1/2020 - 6/30/2023		
Contract Number: HOST-202366329-05		
Program Name: COVID Auxiliary Shelter Support (Budget 2)		
Budget Categories	Budget Amount	Narrative
DIRECT COSTS		
Dispatch Service	\$54,600.00	Provide a dispatch that is on call and is in support of scheduling transports to Protective Action and Activated Respite. A unit rate shall be paid per documented service provided, \$40/hour
Meal Delivery Service	\$111,750.00	Deliver bulk meals to crisis response locations per City scheduling and dispatch. A unit rate shall be paid per documented service provided, \$25 per location per meal for 8 locations 7/1/2021 through 7/14/2021

Patient Transport Service	\$344,450.00	Provide direct client transportation for respite, protective action or as directed by city employees, a unit rate shall be paid per documented service provided, \$110.00/per transport
Laundry Service	\$329,200.00	A unit rate shall be paid per documented service provided, \$450/each service, 16 services per week. Service end December 31, 2023. The City and County of Denver must request laundry services.
Subtotal Direct Costs	\$840,000.00	
Total Indirect Costs	\$84,000.00	Indirect Cost Rate at 10% of Direct Costs
Total Costs	\$924,000.00	
Contractor Name: Bayaud Enterprises Inc		
Term: 1/1/2021 – 07/31/2021		
Contract Number: Host-202159601-02		
Program Name: COVID Auxiliary Shelter Support - Elati Shelter (Budget 3)		
Budget Categories	Budget Amount	Narrative
Direct Costs		
Personnel:		
Shelter Staff	\$350,160.00	Staffing to support shelter operations, working 100% of their time, to be reimbursed at cost. Approximately \$28 to \$35/hour 48 hours per day. Fees include all taxes and

		benefits. Employees working less than 100% of their time on this program will need to allocate their time by approved timesheets. Federal Holidays 1.5 times hourly rate.
Shelter Supervisor	\$80,180.00	Staffing to support shelter operations, working 100% of their time, to be reimbursed at cost - Approximately \$38/hour 10 hours per day/7 days per week. Fees include all taxes and benefits. Employees working less than 100% of their time on this program will need to allocate their time by approved timesheets. Federal Holidays 1.5 times hourly rate.
Custodial Service	\$26,130.00	Fees paid to cleaning and janitorial companies - Approximately \$25/hour 5 hours per day/7 days per week. Invoice based on actual costs. Federal Holidays 1.5 times hourly rate.
Final Cleaning	\$5,000.00	Provide a final clean-up before closure of shelter.
Subtotal	\$461,470.00	
Supplies		
Cleaning supplies, toilet paper, hand towels, disinfectant, hand sanitizer, etc.	\$9,500.00	Including but not limited to PPE and cleaning supplies such as masks, hand sanitizer, toilet paper, gloves, soap, cleaning supplies and chemicals.
Subtotal	\$9,500.00	
Total Direct Cost	\$470,970.00	
Guest Needs		

Bus tickets, Hygiene items, Coffee, etc.	\$5,384.00	Items given directly to clients. List is specific to contracted program and may include but is not limited to food, transportation, moving expenses, storage units, vouchers, gas cards, toiletries/hygiene items, clothing and/or uniforms for work.
Subtotal	\$5,384.00	
Total Direct Costs	\$470,970.00	
TOTAL Costs	\$476,354.00	
Contractor Name: Bayaud Enterprises Inc		
Term: 1/1/2021 – 12/17/2021		
Contract Number: Host-202159601-02		
Program Name: COVID Auxiliary Shelter Support Coliseum (Budget 4)		
Budget Categories	Budget Amount	Narrative
DIRECT COSTS		
Personnel		
Lead Staff	\$330,144.00	Staffing to support shelter operations, working 100% of their time, to be reimbursed at cost- Approximately (3) Lead Staff working per day, 24 hours per day @ \$38 per hour. Fees include all taxes and benefits. Employees working less than 100% of their time on this program will need to allocate their time by approved timesheets. Includes training hours. Federal Holidays 1.5 times hourly rate.

Shelter Staff	\$1,204,736.00	Staffing to support shelter operations, working 100% of their time, to be reimbursed at cost.- Approximately 13 Shelter Staff working per day, 104 hours per day @ \$32 per hour. Fees include all taxes and benefits. Employees working less than 100% of their time on this program will need to allocate their time by approved timesheets. Includes training hours. Federal Holidays 1.5 times hourly rate.
Subtotal	\$ 1,534,880.00	
Contractual Training		
Staff Training	-	De-escalation Training (no charge/in house trainer)
Staff Training	\$6,400.00	Trauma Informed Care Training
Staff Training	\$2,000.00	Mental Health First Aid
Staff Training	\$500.00	CPR/First Aid Certification
Subtotal	\$8,900.00	(One Time Cost)
Custodial Services		
Daily Cleaning	\$43,750.00	Cleaning shelter area living space the bowl and showers \$125 per day
Biohazard Cleanup	\$196,000.00	Staffing to support shelter operations, working 100% of their time, to be reimbursed at cost. Approximately 2 staff per day, 16 hours per day @ \$32 - \$35/hr. Fees include all taxes and benefits. Employees working less than 100% of their time on this program will need to allocate their time by approved timesheets. Federal Holidays 1.5 times hourly rate.
Subtotal	\$239,750.00	
Program Supplies	\$10,000.00	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes PPE, specialized program software, laundry

		supplies, beds, mats, mat covers, sanitizer, storage bags, etc.
Subtotal	\$10,000.00	
Total Direct Cost	\$1,534,880.00	
Total Cost	\$1,793,530.00	
Total #1 Budget	\$1,690,322.00	
Total #2 Budget	\$924,000.00	
Total #3 Budget	\$476,353.00	
Total #4 Budget	\$1,793,530.00	
Total All Budgets	\$4,884,205.00	