

## SIXTH AMENDATORY AGREEMENT

This **SIXTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BAYAUD WORKS LLC**, a Colorado nonprofit whose address is 1800 Glenarm Pl., Suite 300, Denver, CO 80202 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated September 12, 2021, an Amendatory Agreement dated March 16, 2022 a Second Amendatory Agreement dated February 14, 2023 a Third Amendatory Agreement dated December 15, 2023 a Fourth Amendatory Agreement dated February 10, 2025 and a Fifth Amendatory Agreement dated June 25, 2025 (the “Agreement”) to utilize funds for staffing of emergency stand up shelters as needed.

**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 “...Exhibits A, A-1, A-2, A-3, A-4, and A-5...” in the Agreement shall be amended to read: “...Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6...” as applicable. The Scope of Work marked as **Exhibit A-6** attached to this Sixth Amendatory Agreement is hereby incorporated by reference.

2. Paragraph 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**3. TERM:** This Agreement will commence on October 1, 2021, and will expire, unless sooner terminated, on December 31, 2026 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Paragraph 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is amended to read as follows:

#### “**4. COMPENSATION AND PAYMENT:**

##### **4.4. Maximum Contract Amount:**

**4.4.1.** Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **SIX MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO/100 CENTS (\$6,755,000.00)** (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-6. Any services performed beyond those in Exhibit A-6 or performed outside the Term are performed at the Contractor’s risk and without authorization under this Agreement.”

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

5. This Sixth 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;  
SIGNATURE PAGES FOLLOW].**

**Contract Control Number:** HOST-202581430-06, HOST-202158828  
**Contractor Name:** BAYAUD WORKS LLC

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

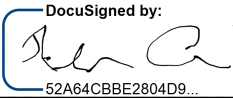
**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_

**Contract Control Number:** HOST-202581430-06, HOST-202158828  
**Contractor Name:** BAYAUD WORKS LLC

By:  \_\_\_\_\_  
52A64CBBE2804D9...

Name: Alyssa Carrier  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A-6**  
**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**BAYAUD WORKS, LLC**  
**HOST- 202581430**

**I. INTRODUCTION**

**Contract Term Dates:** October 1, 2021 – December 31, 2026

**Project Description:**

This amended agreement is entered between the Department of Housing Stability (HOST) and Bayaud Works, LLC (BW) to be utilized for staffing of emergency cold weather stand-up shelters as needed. The Fiscal Year 2026 award amount for this contract is **\$,3,500,000.00** for a total contract amount of \$6,755,000.00.

Funding Source:	Homelessness Resolution Fund
Project Name:	Emergency Stand-up Shelter Operations
Budget Type:	<b>Focused Cost Reimbursement</b>
Contractor Address:	1800 Glenarm St. Suite 300, Denver, CO 80223
Organization Type:	Non-Profit

**II. SERVICES DESCRIPTION**

A. BW will be responsible for adhering to the Shelter Program Standards document to be provided by HOST.

B. Shelter Operations Support:

1. BW will participate in shelter operations support as directed by HOST, which may include:
  - a. 24/7 around the clock operations of temporary emergency shelter activation due to inclement weather, congregate emergency shelters, and supporting operations at other mutually agreed sites.
  - b. Emergency Shelter Operation sites will be determined by HOST.
  - c. HOST will provide a minimum of 24-hour notice, when feasible.
  - d. BW will support and provide 24/7 congregate shelter for individuals and families experiencing homelessness.
2. BW support may include:
  - a. Shelter site set-up and tear down.
  - b. Shelter staffing to include:
    - i. Project Manager
    - ii. Shelter Leads
    - iii. Certified Fire Watch Staff
    - iv. Shelter Operations Staff

- v. Janitorial and biohazard clean-up
- vi. Unarmed Security Guards
- 3. BW staff duties include securing doors, serving food, bed checks, bag and tag of personal items left by guests, distribution of personal laundry, cleaning of common areas, guest check in, and any other tasks needed to run facilities.
- 4. BW will provide HOST an accurate daily count of emergency shelter utilization in the form of an electronic consolidated shelter-guest log.
  - a. Information collected includes, but is not limited to, shelter guest demographic and personal identifiable information,
  - b. HOST will provide necessary templates and methods of collecting information,
  - c. BW may be assigned other crisis response support duties as needed.
- 5. BW may supply shelter items as needed, including food for staff unable to leave shelter premises.
- 6. BW will have all payroll/expenses coded to the location worked for any cold weather shelter site and all invoice expense items will reflect the cold weather shelter locations worked for that event.

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

#### **A. Contractor will:**

- 1. Work with City to host any city-designated sensitivity training on an annual basis.
- 2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
- 3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
- 4. Ensure completion of requisite training as outlined by HOST Program Standards document.
- 5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
- 6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.

7. Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST Program Standards document.

B. The City will:

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office in both Spanish and English.
2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

#### **IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

**V. OBJECTIVE AND OUTCOMES**

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Staff 1:30 ratio always, including managers  # beds/units in [shelter site]	<ul style="list-style-type: none"> <li>• 24/7 shelter</li> <li>• Bed &amp; bedding</li> <li>• Shower access</li> <li>• Laundry</li> <li>• Hygiene supplies</li> <li>• Meals</li> <li>• HOST required trainings</li> <li>• Implementation of best practices</li> <li>• Timely submission of invoices</li> <li>• Participant feedback</li> </ul>	Households served (inflow)	600 unique households	Shelter is provided to people experiencing homelessness who would otherwise be unsheltered	100%	Provides access to a safe and clean 24/7 emergency shelter during inclement weather events for unsheltered individuals and families experiencing homelessness

Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

**VI. REPORTING**

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS. Contractor's operating emergency shelters for survivors of domestic violence are not required to enter data into HMIS but must be able to provide data that shows progress towards contracted outcomes and match federal reporting standards.



- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for January 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
Quarterly Report for July 1 – September 30	October 15
Quarterly Report for October 1 – December 31	January 15

- C. HOST Programs Community will provide Contractor with an online portal to submit report for each reporting period. Supplemental reporting may be required when HMIS and/or programs community data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. Data Monitoring

A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.

1. Program data

a. Data sources

1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community.
2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
  - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal: **600 (based on severity of winter events, number of shelters and days activated)**
  - ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data

collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.

The measures and benchmarks specified in the objectives and outcomes section.

2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
  - a. Funding sources and amount included.
  - b. Total Contract spend to date, by budget category.
4. **Specific to this Scope of Work**
  - a. Contractor will document frequency and date of crisis response support services referenced in paragraph IIA throughout the term of the contract.
5. HMIS Data Quality reports (Required for all program reporting in HMIS): Data quality reports are a tool to assist with tracking data quality progress for client data entered in HMIS.
  - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

Table A		
HMIS Data Entry Time Frame		
Program Type	Minimum Data Elements	Time Frame for Entry
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs		
Rapid Re-Housing Programs		
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/ Eligibility is Established
Outreach Programs	Services	2 Working Days

## **VII. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Sign Up to send all reimbursement documentation (including this form) to: <https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up>

### **B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

### **C. Payroll**

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

### **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST will not reimburse payments for unused leave when an employee separates from employment.

### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount
  - c. Purpose
  - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
  - e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

#### **F. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **G. Contract Amendments**

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

#### **H. Financial Management Systems**

**The Contractor must maintain financial systems that meet the following standards:**

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.

5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than twenty-five thousand dollars (\$25,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

#### **J. Monitoring Requirements**

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual

goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.

4. 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.

#### **K. Records Retention**

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

#### **L. Contract Close-Out**

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within ninety (90-days) days after the Agreement end date, or sooner if required by HOST in writing.
3. Contract close out forms will be provided to the Contractor by HOST prior to end of contract.
4. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

#### **M. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
  - a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

**VIII. FUNDS WILL BE USED TO**

- A. Funding will be used for emergency shelter operations in a location dictated by HOST and the City and County of Denver.

Contract	Amount
Base	\$400,000.00
1 <sup>st</sup> Amendment	\$590,000.00
2 <sup>nd</sup> Amendment	-\$335,000.00
3 <sup>rd</sup> Amendment	\$1,000,000.00
4 <sup>th</sup> Amendment	\$1,000,000.00
5 <sup>th</sup> Amendment	\$600,000.000
6th Amendment	\$3,500,000.00
<b>TOTAL</b>	<b>\$6,755,000.00</b>

**IX. Budget**



Contract Program Budget Summary						
Contractor Name/Project:	Bayaud Works, LLC					
City Contract #:	HOST 202581430					
Budget Term:	1/1/2021-12/31/2026			Program/Fiscal Year:		2025/2026
Budget Category	Homelessness Resolution HOST Funding	Secondary funding source HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Administrative Leadership	\$99,250		\$99,250	\$99,250	100.00%	2 positions not to exceed 50% of salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. The Administrative Leadership team provides continuous strategic direction, contract compliance oversight, and coordination of shelter operations to ensure program effectiveness and alignment with City and County of Denver expectations. Responsibilities include high-level decision-making, financial and operational management, and direct support to in-shelter staff to maintain quality services for participants.
Non-Hazard Shelter Staff - \$37 per hour, ongoing, set-up and tear down, Shelter Lead - \$40 per hour, Fire Watch - \$50 per hour, Cleaning - \$37 per hour, Security - \$37 per hour, transportation drive and dispatch \$37 per hour	\$3,315,000		\$3,315,000	\$3,315,000	100.00%	This will be billed as fee for service at the hourly rate. Sign in sheets will be retained for auditing purposes. All Federal holiday's will be billed at 1.5 times the hourly rate. THIS IS BASED OFF OF 85 DAYS OF ACTIVATION.
Program Manager 2 FTE	\$117,739		\$117,739	\$117,739	100.00%	up to 4 Project Managers to support shelter operations, working 100% of their time, to be reimbursed at cost. Employees will need to allocate their time by approved timesheets. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Total Salary:	\$3,531,989	\$0	\$3,531,989	\$3,531,989	100.00%	
Fringe Benefits	\$65,097	\$0	\$65,097	\$65,097	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$3,597,086	\$0	\$3,597,086	\$3,597,086	100.00%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Meals	\$1,746,000	\$0	\$1,746,000	\$1,746,000	100.00%	3 meals a day @ 15 per meal, or purchase of snacks and drinks for short-term shelter operations.

Budget Category	Homelessness Resolution HOST Funding	Secondary funding source HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Program supplies	\$248,131	\$0	\$248,131	\$248,131	100.00%	Program supplies not given directly to a client but directly related to program function. Included but not limited to consumables, coffee pots, water warmers, ash trays, PPE sanitizer, storage bags, cleaning equipment
Sleeping Mats, cots, linens	\$25,000	\$0	\$25,000	\$25,000	100.00%	Sleeping mats/cots for replacement, approximately \$200.00 per mat, Linens will be purchased when needed for replacement to include but not limited to blankets, sheets, towels.
Equipment ( <b>NOT INCLUDED IN INDIRECTS</b> )	\$10,000	\$0	\$10,000	\$10,000	100.00%	Included but not limited to laptops, phones, walkie talkies, ring cameras, security wands, crowd control barriers, etc ( <b>NOT INCLUDED IN INDIRECTS</b> ).
Uniforms/Badges	\$20,000	\$0	\$20,000	\$20,000	100.00%	To include, shirts, hats, hoodies, jackets and staff badges etc.
Guest Needs	\$90,000	\$0	\$90,000	\$90,000	100.00%	Items given directly to guests, including PPE, toiletries, hygiene items, consumables etc.
Professional Services	\$50,000	\$0	\$50,000	\$50,000	100.00%	Included but not limited to: pest control, laundry service, truck rental for mats and cots, etc.
Client Transportation	\$77,000	\$0	\$77,000	\$77,000	100.00%	Provide guest and other requested transportation services as part of the operational support of an emergency shelter response @ \$150 per transport.
Staff Training	\$7,000	\$0	\$7,000	\$7,000	100.00%	TIC, MHFA, CPR, NVCI, DEI, Conflict Resolution etc.
Mileage/Travel/Parking/Tolls	\$5,000	\$0	\$5,000	\$5,000	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable. Transportation must be associated with the scope of work. There will be no reimbursements for costs associated with legal infractions (tickets, fines, penalties, etc.). Mileage must be tracked in a mileage log approved by employee's supervisor that is subject to monitoring.
<b>Total Other Direct Costs</b>	<b>\$2,278,131</b>	<b>\$0</b>	<b>\$2,278,131</b>	<b>\$2,278,131</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 5,875,217.00</b>	<b>\$ -</b>	<b>\$ 5,875,217.00</b>	<b>5,875,217</b>	<b>100.00%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$879,783.00	\$0.00	\$879,783	\$879,783.00	100.00%	Indirect calculated 15% of Total Salaries, Fringe and Other Direct Costs less equipment

Budget Category	Homelessness Resolution HOST Funding	Secondary funding source HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Grand Total	6,755,000.00	0.00	6,755,000.00	6,755,000.00	100.00%	