

## REVIVAL AND THIRD AMENDATORY AGREEMENT

**THIS REVIVAL AND THIRD 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.**, a Colorado nonprofit, whose address is 333 W Bayaud Ave., Denver, CO 80223 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated September 16, 2020, a Revival and Amendatory Agreement dated February 19, 2021, and a Revival and Second Amendatory Agreement on August 27, 2021, to provide necessary services and supports related to emergency shelter operations in response to the COVID-19 public health crisis (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on December 17, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective December 18, 2021, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from and after December 18, 2021.

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

“3. **TERM**: The term of the Agreement (“Term”) shall commence on April 1, 2020, and expire, unless sooner terminated, on June 30, 2022. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Four Million Seven Hundred Fifty Thousand Five Dollars (\$4,750,005.00) (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 **Exhibits A, A-1, A-2, and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2, and A-3** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“20. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

20.2. The Contractor certifies that:

**20.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**20.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**20.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**20.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**20.2.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**20.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**20.3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

5. Section 23 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status,

protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Revival and Third Amendatory Agreement is not 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-3**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** HOST-202261833-03/202055551-03  
**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-202261833-03/202055551-03  
BAYAUD ENTERPRISES, INC.

By: \_\_\_\_\_  
DocuSigned by:  
*Tammy Bellofatto*  
0D2911986EF34C0...

Name: Tammy Bellofatto  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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



Bayaud Enterprises, Inc.  
SCOPE OF WORK  
HOST-202261833-03

**I. Purpose of Agreement**

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 48<sup>th</sup> Avenue Shelter other City designated auxiliary shelter locations.

**II. Services**

**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, 48<sup>th</sup> 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.



Bayaud Enterprises, Inc.  
SCOPE OF WORK  
HOST-202261833-03

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.



Bayaud Enterprises, Inc.  
**SCOPE OF WORK**  
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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 15<sup>th</sup> 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.





Bayaud Enterprises, Inc.  
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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

<b>Contract Number: GENRL-202057217-01 (HOST-202055551-01)</b>		
<b>Program Name: COVID Auxiliary Shelter Support (Budget 1)</b>		
<b>Contract Term: 4/1/2020 to 12/31/2020</b>		
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>
<b>DIRECT COSTS</b>		
<b>Direct Services</b> <u>Crisis Response Support</u>	\$1,690,322.00	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: <ul style="list-style-type: none"> <li>○ \$175 per bulk meal delivery</li> <li>○ \$379 per shift worked at emergency shelter operations or at a rate of \$47.37 per hour for shifts less than 8 hours.</li> <li>○ \$75 per direct client transport</li> <li>○ \$450 per 6-hour shift staffing and operating each laundry truck with 10-15 machines</li> <li>○ \$28 per hour for patient transport dispatch</li> <li>– on call staff support</li> </ul>
<b>TOTAL Costs</b>	<b>\$1,690,322.00</b>	

**Contract Summary of Amounts:**

CONTRACT VERSION	TERM	AMOUNT
Base	4/1/2020-12/31/2020	<b>\$1,690,322.00</b>
	Total	<b>\$1,690,322.00</b>



Bayaud Enterprises, Inc.  
 SCOPE OF WORK  
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<b>Contractor Name: Bayaud Enterprises Inc</b>		
<b>Term: 4/1/2020 - 6/30/2022</b>		
<b>Contract Number: HOST-202261833-03</b>		
<b>Program Name: COVID Auxiliary Shelter Support (Budget 2)</b>		
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>
<b><u>DIRECT COSTS</u></b>		
Dispatch Service	\$42,600.00	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, \$28/hour approximately 4 hours per day.
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	\$234,450.00	Provide direct client transportation for respite, protective action or as directed by city employees, a unit rate shall be paid per documented service provided, \$75/per transport approximately 6 per day.
Laundry Service	\$329,200.00	A unit rate shall be paid per documented service provided, \$450/each service, 16 services per week. Service end January 31, 2022.
<b>Subtotal</b>		



Bayaud Enterprises, Inc.  
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 HOST-202261833-02

<b>Total Indirect Costs</b>	\$71,799.00	Indirect Cost Rate at 10% of Direct Costs
<b>Total Direct</b>	\$718,000.00	
<b>Total Costs</b>	<b>\$789,799.00</b>	

<b>Contractor Name: Bayaud Enterprises Inc</b>		
<b>Term: 1/1/2021 – 07/31/2021</b>		
<b>Contract Number: Host-202159601-02</b>		
<b>Program Name: COVID Auxiliary Shelter Support - Elati Shelter (Budget 3)</b>		
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>
<b><u>DIRECT COSTS</u></b>		
<b><u>Personnel</u></b>		
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.



Bayaud Enterprises, Inc.  
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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.
<b>Subtotal</b>	<b>\$461,470.00</b>	
<b>Supplies</b>		

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.
<b>Subtotal</b>	<b>\$9,500.00</b>	
<b>Total Direct Cost</b>	<b>\$470,970.00</b>	
<b>Guest Needs</b>		
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.
<b>Subtotal</b>	\$5,384.00	
<b>Total Direct Costs</b>	<b>\$470,970.00</b>	
<b>TOTAL Costs</b>	<b>\$476,354.00</b>	

**Contractor Name: Bayaud Enterprises Inc**

**Term: 1/1/2021 – 12/17/2021**



Bayaud Enterprises, Inc.  
 SCOPE OF WORK  
 HOST-202261833-02

<b>Contract Number: Host-202159601-02</b>		
<b>Program Name: COVID Auxiliary Shelter Support Coliseum (Budget 4)</b>		
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>
<b><u>DIRECT COSTS</u></b>		
<b>Personnel</b>		
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.
<b>Subtotal</b>	<b>\$ 1,534,880.00</b>	
<b>Contractual Training</b>		
Staff Training	-	De-escalation Training (no charge/in house trainer)



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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
<b>Subtotal</b>	<b>\$8,900.00</b>	(One Time Cost)
<b>Custodial Services</b>		
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.
<b>Subtotal</b>	<b>\$239,750.00</b>	
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.
<b>Subtotal</b>	<b>\$10,000.00</b>	



Bayaud Enterprises, Inc.  
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<b>Total Direct Cost</b>	<b>\$1,534,880.00</b>	
<b>Total Cost</b>	<b>\$1,793,530.00</b>	
<b>TOTAL BUDGET ALL LOCATIONS</b>		
<b>Total #1 Budget</b>	\$1,690,322.00	
<b>Total #2 Budget</b>	\$789,799.00	
<b>Total #3 Budget</b>	\$476,354.00	
<b>Total #4 Budget</b>	\$1,793,530.00	
<b>Total All Budgets</b>	<b>\$4,750,005.00</b>	