

## REVIVAL AND FOURTH AMENDATORY AGREEMENT

**THIS REVIVAL AND FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **BUSCO, INC.**, a Nebraska corporation with an address of 4220 S. 52ND ST., OMAHA, NE 68117 (the “Contractor”), who may individually be called a “Party” and collectively the “Parties.”

**WHEREAS**, the City and the Contractor entered into an Agreement dated December 4, 2018. The Agreement was then amended on March 22, 2019, November 12, 2019, and again on April 9, 2020, to provide transportation to and from shelters outside the central business district (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on December 31, 2020, 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 City and the Contractor incorporate the recitals set forth above and agree as follows:

1. Effective January 1, 2021, all references to Exhibits A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from and after January 1, 2021.

2. Section 1 of the Agreement, titled **COORDINATION AND LIAISON**,” is amended by deleting and replacing it with the following:

“**1. COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”), or the Director’s Designee.”

3. Section 3 of the Agreement, titled **TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The term of the Agreement (“Term”) shall commence on October 1, 2018, to December 31, 2021. Subject to the Executive Director’s prior written authorization, 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.”

4. Section 4.D.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Four Million Four Hundred Sixty-Five Thousand Dollars (\$4,465,000.00) (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 **Exhibits A, A-1, A-2, A-3, and A-4**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3 and A-4** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

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

6. This Revival and Fourth 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.

**Exhibit List**  
**Exhibit A-4**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** HOST-202057285-04 / Alfresco 201844792-04  
**Contractor Name:** BUSCO, 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:**

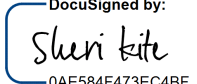
**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

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

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

**Contract Control Number:**  
**Contractor Name:**

HOST-202057285-04 / Alfresco 201844792-04  
BUSCO, INC.

By:  \_\_\_\_\_  
0AE584E473EC4BF...

Name: sher i kite  
(please print)

Title: Charter Sales  
(please print)

ATTEST: [if required]

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

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

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



**Exhibit A-4**  
**BUSCO, INC.**  
**Scope of Work**

202057285-04 / 201844792-04

**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Department of Housing Stability (HOST) and Busco, Inc. to provide transportation services for individuals experiencing homelessness with chartered transportation to and from overnight shelter accommodations.

**II. Services**

- A. Busco, Inc. will provide bus transportation to individuals experiencing homelessness daily throughout the term of this contract. Transports are from designated points of origin to designated destinations and occur every morning and evening.
- B. Locations are generally located within five (5) miles from central Denver. Starting locations are located in central downtown Denver and ending locations are located in the vicinity of I-70 and Colorado Boulevard.
- C. Groups are to be picked up and dropped off normally within a 3-hour window in the morning and the evening. The morning route window usually begins approximately 5:30 a.m. Evening routes begins approximately 6:30 p.m.
- D. Busco, Inc. will run multiple buses in a circular route with potentially 3 or more trips originating in Central Downtown Denver to various designated approved overnight shelter locations within the City and County of Denver.
- E. In the morning, Busco, Inc. will run circular routes returning individuals from the drop off shelter locations to the original downtown location.
- F. All additional routes must be approved by HOST management. Additional routes cannot exceed the allocated budget for the current term of the contract.
- G. Busco, Inc. must have a contingency plan that includes notification to HOST management, shelter locations and clientele if they cannot run routes and/or routes are running late.

**III. Process and Outcome Measures**

**A. Process Measures**

- 1. Busco, Inc. will provide bus transportation for homeless persons on a daily basis.

**B. Outcome Measure**

- 1. Clients will have reliable transportation to and from approved locations throughout the Denver Metro Area.

**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area and other designated City 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.



**Exhibit A-4**  
**BUSCO, INC.**  
**Scope of Work**

202057285-04 / 201844792-04

2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will provide performance monitoring and reporting reviews. City 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 the Financial Management Unit (FMU). FMU will review the quality of the submitted invoice monthly.

**B. Reporting**

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

Report Name	Description	Frequency	Report to be sent to
Monthly Detail Report	Report shall summarize services provided throughout the given month.	Monthly; to be submitted with invoice	Program Manager

**V. Roles and Responsibilities for both parties**

- A. Contractor will work with City to host any city-designated sensitivity training on an annual basis.
- B. Contractor will provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date.
- C. Contractor will assure that bus drivers working on this project complete training refresher on a biennial basis.
- D. Contract will assure that at least one bus on each shift will be ADA accessible for transporting individuals in wheel chairs or individuals with other mobility impairments.

**VI. Budget**

- A. The budget for one (1) fifty-four (54) passenger coach includes the following in the base rate of \$415.00 per bus.
  1. Three (3) hour window for routes
    - a. The 3-hour window circular routes run from and to designated locations. May include multiple buses.



**Exhibit A-4**  
**BUSCO, INC.**  
**Scope of Work**

202057285-04 / 201844792-04

2. Drivers' pay
  3. Fuel Costs
  4. Cleaning which includes Bio-decontamination once per month and/or as needed
  5. Basic Maintenance of charter bus
  6. Vehicle insurance
- B. Each additional hour beyond the three (3) hour window base rate is an additional \$125.00 per hour to continue running the circular routes only.
- C. Ten (10) hour circular routes may be may be set up with HOST approval. These routes could be for ten (10) hours in a continuous circular route or broken into two 5-hour routes with a break between routes.
- D. 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.
- E. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:
- Attn: Department of Housing Stability  
 Fiscal Management Unit  
 201 W. Colfax Ave.  
 Denver CO 80202

<b>Contractor:</b>	<b>Busco, Inc.</b>	
<b>Fiscal Term:</b>	<b>1/1/2021– 12/31/2021</b>	
<b>Contract Number:</b>	<b>HOST202057285-04</b>	
<b>Program:</b>	<b>Homelessness Resolution</b>	
<b>Client Services</b>	<b>Rate of Services</b>	<b>Narrative</b>
Base Unit		Includes 3-hour window circular route from and to designated locations. Includes multiple buses. Each additional hour to run circular routes beyond the scheduled route.
Transportation Costs	\$415.00	
Transportation Services each extra hour	\$125.00	
Circular route for 10-hour shift	\$1,246.00	Continuous 10-hour shift for one bus
Circular Route for 2 X 5-hour shifts	\$1,254.00	Two 5 hour shifts with a break between shifts. Time between shifts can range between 1-4 hours and must be scheduled
<b>TOTAL BUDGET:</b>	<b>\$1,000,000.00</b>	