

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 10 – SERIES 2018**

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HUNN PLANNING AND POLICY, LLC AND THE TOWN OF MINTURN AND AUTHORIZING THE MANAGER OF THE TOWN OF MINTURN TO SIGN THE AGREEMENT.

WHEREAS, The Minturn Town Council has reviewed the Professional Services Agreement with Hunn Planning and Policy, LLC and deems it acceptable; and,

WHEREAS, The Town Council desires to engage Hunn Planning and Policy, LLC as presented in the attached agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

1. The Minturn Town Council hereby approves the Professional Services Agreement between Hunn Planning and Policy, LLC and the Town of Minturn, Colorado and authorizes the Mayor to execute said agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 16th day of May, 2018

TOWN OF MINTURN

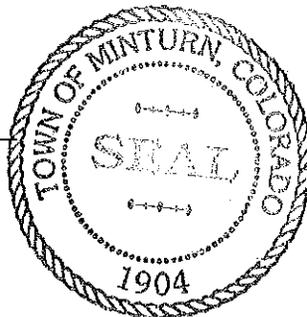
By: 

Mayor

ATTEST:



Town Clerk



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 16 day of MAY, 2018 by and between the TOWN OF MINTURN, Colorado, a home rule municipality ("Minturn" or the "Town"), and HUNN PLANNING & POLICY, LLC, whose address is 0095 Hockett Street, P.O. Box 6265 Eagle, CO 81631 (the "Contractor") (individual, a "Party"; collectively, the "Parties").

WHEREAS, the Town desires that Contractor coordinate and facilitate the drafting and adoption of revisions to the Town of Minturn Municipal Code, Chapter 16 (Zoning) as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A ("Scope of Services Chapter 16 Amendment Project")**, incorporated herein by this reference; and

WHEREAS, the Town desires that the Contractor provide general planning services. In connection therewith, the Contractor shall provide the Town with planning services, inclusive of development review, zoning administration, planning management services, building permit review, technical analysis, and public meeting facilitation and attendance and more fully described in the job description attached as **Exhibit B ("Town of Minturn Planning Services Scope of Services")**, incorporated herein by this reference. When performing services for the Town, Consultant shall represent the best interests of the Town at all times; and,

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the Parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibits A and B**, and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibits A and B** upon written notice to Contractor. In the event of any conflict between this Agreement and **Exhibits A and B**, the provisions of this Agreement shall prevail. All services shall be performed in a good and workman like manner and in conformance with the standard of care in the industry in Colorado.

2. **Compensation.** The Town agrees to pay Contractor an amount not to exceed One-Thousand Eight Hundred Sixty-Four Dollars and Thirty-Three Cents (\$1,864.33) to complete the

Town of Minturn
Professional Services Agreement

drafting and adoption of revisions to the Town of Minturn Municipal Code, Chapter 16 (Zoning) to be performed by the Contractor at a rate of \$125.00 as more fully described in **Exhibit A** previously agreed to under the terms of a Professional Services Agreement executed by and between the Parties on or about October 27, 2017. In addition, the Town further agrees to pay Contractor a weekly retainer in the amount of One-Thousand Six Hundred Dollars and Zero Cents (\$1,600.00) for up to sixteen (16) hours of services to be performed by the Contractor per week at a rate of \$100.00/hour, unless otherwise agreed to by the Parties, and as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit B**. Any additional services requested by the Town and exceeding the original weekly retainer amount of sixteen (16) hours performed by the Contractor shall be performed at the rate of \$125.00/hour, unless otherwise agreed to by the Parties. It is specifically understood that the Town will compensate Contractor for all direct expenses and hourly rate fees incurred by Consultant, as set forth on the Professional Fees Schedule, on a monthly basis. Contractor agrees not to charge an hourly rate for travel to and from the Town of Minturn when such travel is necessary in connection with Contractor's work for Town. Direct expenses that are typical for the completion of the Scope of Services include, but are not limited to: mileage for travel, lodging, delivery fees, xerographic reproduction, and supplies. The Town shall make payment within thirty (30) days of receipt of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. **Term.** The Term of this Agreement shall commence May 16, 2018 and continue through August 31, 2018, unless otherwise agreed to by the Parties.

4. **Confidentiality.** The Contractor shall keep this Agreement and all matters pertaining to the services described herein and all information acquired by the Contractor in connection with the performance of the services hereunder confidential unless specifically requested in writing by the Town to disclose them to others.

5. **Outside Support Services and Subcontractor.** To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

6. **Ownership of Instruments of Service.** The Contractor agrees and acknowledges that the Town will have the exclusive, unlimited ownership rights to all work product created as a result of the services performed and all materials, information, and other deliverables prepared or developed as a result of any services performed for the Town pursuant to this Agreement. The Contractor shall have the right to retain a copy of such work product for evidentiary purposes.

Town of Minturn
Professional Services Agreement

7. **Monitoring and Evaluation.** The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. **Independent Contractor.** The Parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

9. **Insurance Requirements.**

a. **Comprehensive General Liability Insurance.** Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least one million dollars (\$1,000,000.00) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. **Terms of Insurance.**

i. Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

ii. The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents because of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

Town of Minturn
Professional Services Agreement

d. Workers' Compensation and Other Insurance. To the extent required under Colorado State law, during the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit C** and incorporated herein by this reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. For Convenience. The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall affect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this

Town of Minturn
Professional Services Agreement

Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within fifteen (15) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until the exact amount of damages due to the Town from Contractor is determined.

c. Payment upon Termination. In the event that this Agreement is terminated, Contractor shall be entitled to payment for its costs and services performed, up through the date of termination, less allowances for services rendered that were negligent or otherwise contrary to this Agreement.

11. **Work by Illegal Aliens Prohibited.** This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

a. Contractor does not knowingly employ or contract with an illegal alien.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 11 shall be null and void if E-Verify is discontinued.

d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Town of Minturn
Professional Services Agreement

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

i. notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made during an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

12. **Compliance with C.R.S. § 24-76.5-103.**

a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

i. complete the affidavit attached to this Agreement as **Exhibit D**; and

ii. attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit D**.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

13. **Use of Software and other Intellectual Property.** Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Scope of Services.

Town of Minturn
Professional Services Agreement

Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

14. **Agreement Subject to Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees, or subcontractors, to the extent caused by its negligent acts, errors, and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. **Entire Agreement.** This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the Parties. The provisions of this Agreement may be amended at any time by the mutual consent of both Parties. The Parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

18. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

19. **Assignability.** Contractor shall not assign this Agreement without the Town's prior written consent.

20. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. **Survival Clause.** The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

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

Town of Minturn
Professional Services Agreement

24. **Notices.** Written notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:	TOWN OF MINTURN Attn: Town Clerk PO Box 309 Minturn, CO 81645
With copy to:	Michael J. Sawyer, Esq. Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P. O. Drawer 2030 Glenwood Springs, Colorado 81602
If to Contractor:	Hunn Planning & Policy, LLC Attn: Scot Hunn 0095 Hockett Street P.O. Box 6265 Eagle, CO 81631

25. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

26. **Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing Party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Signature Page Follows]

EXHIBIT A

SCOPE OF SERVICES – CHAPTER 16 AMENDMENT PROJECT

Task	Estimated Schedule	Estimated Hours
Phase I: Code Assessment	Complete	0
<p>Work with Town Planning Staff and Town Attorney to assess Town of Minturn Municipal Code, Chapter 16 – Zoning, and Chapter 17 – Subdivisions, for deficiencies and targeted areas of revision.</p> <p>The Assessment will inform the creation of redline documents showing proposed revisions for Chapters 16 and 17.</p>	<ul style="list-style-type: none"> ✓ 3-4 meetings with Town Planning Staff ✓ 2-3 meetings or phone conferences with Attorney ✓ Detailed review and analysis of Chapters 16 & 17 ✓ Review of Town of Minturn Master Plan documents for alignment with recommended Code revisions ✓ Preparation of assessment/draft red-line for Town Planner and Attorney review outlining likely revisions to Chapters 16 & 17; check-in point to ensure proposed revisions meet Town Planner’s direction and requirements. ✓ Communication and coordination with Planning Staff (emails; phone calls) 	
Phase II: Code Revisions	May 16, 2018 – June 30, 2018	14.5 hrs.
<p>Create draft revision document(s) for Chapters 16 & 17, incorporating Planning Staff and Attorney suggested revisions and feedback.</p> <p>Create final drafts for consideration by the Town Board of Trustees, along with a final report and analysis of proposed revisions.</p>	<ul style="list-style-type: none"> • 1 meeting and/or phone conference with Town Staff and/or Town Attorney • Drafting (1st Draft) - Complete • Drafting (3rd / Final Draft) – 90% Complete • Preparation and presentation of a final report final Land Use Code document, inclusive of providing Town with Word version/copy of document along with a CD or other electronic version of document. • Communication and coordination with Planning Staff 	<p>2 hrs.</p> <p>0 hrs.</p> <p>6 hrs.</p> <p>6 hrs.</p> <p>.5 hr.</p>

Town of Mintum
Professional Services Agreement

Total Estimated Project Hours		14.5 hrs.
Hourly Rate		\$125.00
	Subtotal of Estimated Consulting Hourly Fees to Complete Chapter 16 Amendment Project:	<u>\$1,812.50</u>
Mileage (Est.) for approx. 1 meeting with Town Staff and/or Town Attorney	(1 trips x 58 mi RT from 95 Hockett Street to 302 Pine Street x .545/mi)	\$32.00
	Total of Estimated Consulting Fees:	<u>\$1,844.50</u>

EXHIBIT B

TOWN OF MINTURN PLANNING SERVICES

SCOPE OF SERVICES

The following shall constitute the scope of services to be provided by Contractor during the term of the Agreement. It is recognized that as work proceeds the Town may identify additional tasks for Consultant to perform. Additional services required of Consultant other than those described below or otherwise provided for in the Agreement shall be subject to additional negotiation. The Town shall designate a principal liaison or contact person for the Consultant to deal with on contractual or procedural issues. The Town and the Consultant shall work together to identify anticipated meeting dates and a work schedule. Additional meeting dates and special meetings shall be scheduled in advance with reasonable notice to Consultant to minimize scheduling conflicts.

1) Planning Services.

- Review land use application submittals for compliance with municipal code, zoning regulations, subdivision regulations, PUD provisions, Comprehensive Plan, zoning maps and other relevant documents.
- Examine land use application submittals for good design characteristics including, but not limited to, site planning, roadway configuration, adequacy of park/open space, adjoining use compatibility, pedestrian/bicycle access, lighting and landscaping.
- Review building permit applications for compliance with municipal code, zoning regulations, zoning maps, design standards and guidelines and other relevant documents.
- Review annexation applications for compliance with statutory and municipal requirements; identify issues to be considered, negotiation of annexation agreements, assistance to municipal attorney on annexation documents and evaluation of annexation impacts.
- Review of variance applications for compliance with municipal requirements, input to Town with recommendations, and prepare resolutions.
- Periodic meetings with Town staff, Town Council, and Planning Commission to provide education/training, discuss issues/concerns, community values, and land-use philosophies.
- Periodic meetings with the Town staff including town attorney, town administrator, public works director, building official and town engineer to identify issues, concerns, limitations, utility capacities, and similar information related to land use, subdivision, annexation or development review activities performed by Contractor.

Town of Minturn
Professional Services Agreement

- Meetings with land use applicants to discuss applications, review municipal code requirements, and offer applicants opportunity to discuss land use application options/alternatives.
- Communicate with review agencies to solicit input on applications. Agencies may include, but are not limited to, Division of Wildlife, Department of Local Affairs, school districts, fire protection districts, Colorado Geological Survey, utility districts, other utilities (electric, gas, phone, cable television), Soil Conservation Service, Army Corps of Engineers, Colorado Department of Transportation, Eagle County, and Town's other third-party consultants.
- Schedule and participate in site inspections on land use applications with appropriate involved parties.
- As directed by Town, evaluate, draft, and/or update as needed, comprehensive plan, annexation plan, and similar long-range planning documents.

2) Drafting and other services

- The Contractor may, at the direction of the Town, develop recommendations about future actions the Town should consider pertaining to, but not limited to, municipal code revisions to ensure compliance with the comprehensive plan, special/conditional use permits, sign code, comprehensive plan implementation, and other research/recommendations to the Town Council/Planning Commission.
- The Contractor may, at the direction of the Town, develop recommendations about future actions the Town should consider. These may include, but are not limited to, park & recreation facilities/needs, trail plans, viewshed protection, and other related analyses.
- The Contractor may, at the direction of the Town, work with the Eagle County Geographic Information Systems (GIS) Department to coordinate third-party services utilizing AutoCAD or ArcMap GIS software to create or update maps including but not limited to, zoning, annexation, development constraint areas, existing land use, trails, parks/open space, or similar maps.
- Communications - The Contractor shall maintain communications with the Town through direct visits to Minturn, telephone communications, email, facsimile and mail. The Contractor shall work with the Town staff to provide timely submittals of written materials for inclusion in Planning Commission and Town Council packets. The Town shall work with the Contractor to provide needed information and assistance on a timely basis. The Town shall also provide the Contractor, at no cost, reasonable working space including use of the computer, as necessary, at Town Hall or another convenient location in Minturn, Colorado.

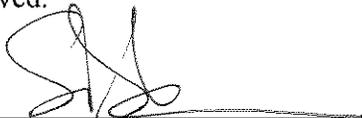
EXHIBIT D

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, Scott D. Hanna, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
 I am a Permanent Resident of the United States, or
 I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.


Signature

5/18/18
Date

INTERNAL USE ONLY

The following documents are acceptable forms of identification:

- Produce:
 - A valid Colorado driver's license or a Colorado identification card issued under article 2 of title 42, C.R.S., unless the applicant holds a license or card issued under part 5 of article 2 of title 42, C.R.S.; or
 - A United States military card or a military dependent's identification card; or
 - A United States Coast Guard Merchant Mariner card; or
 - A Native American tribal document; and
- Execute an affidavit stating:
 - That he or she is a United States citizen or legal permanent resident; or
 - That he or she is otherwise lawfully present in the United States pursuant to federal law.

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or Driver's License. Contact your department director.