

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into effective this ___ day of _____, 202__ (“Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (“City”), and Kendig Keast Collaborative, a Illinois S Corporation whose principal business address is 1415 Hwy 6 South, Suite A300 Sugar Land, Texas 77478 (“Consultant”).

WHEREAS, the City desires to retain the services of Consultant, and Consultant desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services At the City’s direction, Consultant will prepare a comprehensive update and Rewrite of the Commerce City Land Development Code services as set forth in Exhibit A – “Scope of Services,” attached and incorporated by reference (“Services”). Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant without penalty. Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply the Services to the City.

B. Changes to Scope of Services. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any related proposal, quote, invoice, terms and conditions sheet or like document, or any attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

D. Format and Ownership of Deliverables.

1. Format. Consultant will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format (“Deliverables”) to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Consultant’s failure to do so will constitute a material breach of this Agreement. Consultant will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other

tangible materials produced by Consultant pursuant to this Agreement will at all times be considered the property of the City. Deliverables that include spatial data that is intended for use within the City's GIS will be an Esri file geodatabase (.gdb), or a shapefile (.shp), or an AutoCAD drawing file (.dwg). All Deliverables will contain a file describing coordinated systems used. Consultant will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information, including but not limited to the following: file description, attribute descriptions, author and contact information (credit), and date created.

2. Digital Images. Consultant will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentation. Consultant will affirm that the images do not violate copyright laws and will indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

3. Ownership. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant in the course of performance of the Services shall be exclusively owned by the City. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work. The City may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

E. Consultant Representations; Standard of Care. Consultant 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. Consultant acknowledges that the City is relying on Consultant's expertise, skill, and knowledge, and that Consultant's obligations and liabilities will not be diminished by reason of any approval or review by the City. Consultant represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Consultant further represents that all application software developed or implemented by Consultant under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Lastly, Consultant represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

F. Prosecution of the Services. Consultant will perform all work in a professional, workmanlike, and timely manner. Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all materials produced and other services furnished by Consultant under this Agreement. Consultant will furnish all labor, materials, tools, supplies,

machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Consultant will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. The Services to be performed by Consultant hereunder shall be done in compliance with any and all applicable laws, ordinances, rules and regulations. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications.

G. Correction of Errors. Consultant will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly, for no additional compensation, and without limiting any other express or implied remedies of the City.

H. Subcontractors. Consultant will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials, or supplies, without the City's express written consent.

I. Licenses, Permits & Taxes. Consultant will pay any and all license and permit fees. A consultant is responsible for the payment of applicable taxes, including the City's sales and uses tax, if applicable.

J. Time for Completion. Consultant shall complete all Services to the City's satisfaction by no later than February 15, 2024. Further, Consultant shall fully perform, complete, or present all identified tasks, sub-tasks, and Deliverable items by the deadline(s) established in the Scope of Services, as applicable. Consultant's rate of progress is a material term of this Agreement. At the City's request, Consultant will provide a progress schedule for the performance of any Services subject to the City's approval.

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

L. Drugs, Alcohol, Workplace Violence, and Harassment; Compliance with Applicable Law. Consultant and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol, workplace violence, and harassment. Policies will be made available to Consultant upon request. Consultant will comply with all applicable federal, state, and local laws, ordinances, and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Consultant acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for the performance of the Services and any other obligations under this Agreement, the City will pay consultant for work performed, in accordance with the

rates set forth in Exhibit A, a sum not to exceed \$493,490. The compensation established by this Agreement includes all of Consultant's costs and expenses to fully perform the Services and other obligations of this Agreement, for the Term, as defined below. The City shall not be obligated to pay any late fees or interest. The City will not consider or be obligated to pay or reimburse Consultant for any other charges or fees and Consultant will not be entitled to any additional compensation or reimbursement.

B. Invoices. Consultant will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Consultant seeks reimbursement, the hours worked by each employee for the billing period, and the total amount that Consultant claims are due. Consultant must also submit documentation supporting the charges in the invoice, which must be consistent with this Agreement and must include a reference to this Agreement on each invoice.

C. Representation. By submitting an invoice, Consultant warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests, or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Consultant or any other person or entity. Consultant shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work.

D. Payment. The City will make payment to Consultant within thirty (30) days after receipt and approval of invoices submitted by Consultant. The City's obligation to make payment is contingent upon Consultant's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute. The City's review, approval, or acceptance of, or payment for any Services shall not be construed to operate as a waiver of any rights under this Agreement, or a waiver of any cause of action arising out of the performance of this Agreement.

E. IRS Form W-9. If not on file with the City, Consultant will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Consultant's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

F. Subject to Annual Appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 12, Chapter XII of the Charter of the City of Commerce City. Consultant acknowledges and accepts that nothing herein shall constitute or be deemed to constitute the creation of any kind of multiple fiscal-year debts, liability, or financial obligation of the City. Further, Consultant acknowledges and accepts that no provision of this Agreement shall be construed to create any kind of obligation of future monetary appropriations by the City Council of Commerce City that may run contrary to Article X, § 20 of the Colorado Constitution, or any other constitutional, statutory, or Charter debt limitation. Consultant acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year, and further acknowledges that the City has made no promise that it will pledge adequate

cash reserves on a fiscal-year by fiscal-year basis, notwithstanding any provision of this Agreement that may be construed to the contrary. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation or liability of the City which may arise under this Agreement in any fiscal year after the date of execution, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

G. Changed Conditions. Consultant agrees that, by careful examination, it is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Consultant specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

III. **TERM AND TERMINATION.**

A. Term. The term of this Agreement will be from the Effective Date until the completion and acceptance of the Services ("Term").

A. Termination

1. For Convenience. Consultant agrees that the City may terminate this Agreement without cause at any time for the convenience of the City. Consultant assumes all risks of being terminated for convenience, whether such risks are known or unknown, and acknowledges that the City's decision to terminate for convenience lies solely within the City's own discretion. Consultant represents that it is a sophisticated business, has entered into the Agreement voluntarily, and has calculated all business risks associated with this Agreement. In the event of a termination for convenience, the City will provide written notice of termination to Consultant at least fourteen (14) calendar days prior to the effective date of termination. Consultant expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Consultant begins any work or portion of the work. Consultant expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, the cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Consultant has started or performed portions of the Contract prior to receiving notice of termination for convenience from the City. The City shall be liable only for the portions of work Consultant actually satisfactorily completed up to the point of the issuance of the notice of termination for convenience. Consultant shall have no claim of any kind whatsoever against

the City for any termination without cause, except for compensation for work completed to the satisfaction of the City.

2. For Cause. If through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law relating to the performance of this Agreement (“Breach”), the City may terminate this Agreement for cause immediately upon written notice of termination to Consultant. Consultant will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the City from Consultant is determined. If Consultant challenges a termination for cause by the City and prevails on all grounds asserted as a basis for such termination, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Consultant; no further notice will be required. As an alternative to immediate termination of the Agreement, the City may, but is not required, to provide written notice of a Breach to Consultant, and allow Consultant a reasonable period of time to cure the Breach, subject to the discretion of the City.

The occurrence of any one or more of the following as set forth in this non-exhaustive list shall constitute a Breach:

- a) Consultant fails or refuses to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations, or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, including those stated in the Scope of Services;
- b) There is substantial evidence that it has been or will be impossible for Consultant to perform the Services required due to matters within Consultant’s control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Consultant’s employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by Consultant or Consultant’s employees;
- c) Consultant has submitted requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;
- d) Consultant has made an assignment or transfer of, or subcontracts, any or all of its responsibilities and obligations under this Agreement in violation of the terms of this Agreement;
- e) Consultant fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or injury to persons that are not covered or not adequately covered by insurance and Consultant fails to remedy the situation to the satisfaction of the City;
- f) Consultant fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

g) Any lien is filed against City property because of any act or omission of Consultant and is not timely discharged unless Consultant furnishes to the City such bond or other financial assurance reasonably acceptable to protect the interests of the City;

h) Consultant has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

i) Consultant has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

j) Consultant has flagrantly or persistently failed or refused to comply with any applicable laws or City policies, or fails or refuses to rectify any condition or situation in violation of applicable law or City policies;

k) Consultant or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Consultant's business.

3. For Non-Appropriation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any Work Order, sub-agreement, attachment, schedule, or exhibit thereto, by the City.

C. Effect of Termination.

1. For termination pursuant to either Section III(B)(1) or (2), above, the City will be liable only for Services that Consultant actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination.

2. For termination pursuant to either Section III(B)(3), above, the City will be liable only for Services that Consultant actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination to the extent that the budget for the year of such termination provided sufficient funds to discharge such obligation.

3. Following termination for any reason, under no circumstances will the City be liable for any costs related to Services not performed to the satisfaction of the City, any Services not requested by the City, or any Services that the City directed Consultant to not perform. The City will not be liable to Consultant for any unperformed Services, anticipated profits, overhead, mobilization or demobilization costs, administrative costs, productivity costs, losses on disposal of equipment or materials, the cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature.

4. Upon receipt of a notice of termination, Consultant will:

(a) Immediately discontinue performance of the Services (unless otherwise instructed in writing);

(b) Take reasonable actions necessary, or as the City may direct, for the protection and preservation of completed or partial work;

(c) Provide the City with all drawings, specifications, photographs, data, and other pertinent documents and information relating to work completed or partially completed, in either their original format or such other commercially reasonable format as the City may direct; and

(d) Cooperate in all respects with the City, which cooperation shall include, but not be limited to, all of the foregoing obligations listed herein, as well as assisting the City during a transition to another contractor for the Services, if applicable.

5. The City may pursue any remedies available at law or equity. Consultant shall be liable to the City for any loss or damage sustained by the City because of failure to perform in accordance with this Agreement.

6. The following provisions of this Agreement shall survive termination of this Agreement for any reason: I(D); I(F); II; III; IV; V; VI; XI; XII. The obligations of any surety under any bond provided pursuant to this Agreement will survive termination.

D. Consultant's Remedies for Breach.

1. Consultant may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Consultant will first provide the City with written notice of Consultant's intent to terminate and allow the City thirty (30) days within which to make payment.

2. Notwithstanding any claim of a material breach by the City, Consultant shall not discontinue performance of the Services without the written consent of the City.

IV. INDEMNITY.

Consultant will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Consultant, its employees, agents, or other persons acting under Consultant's direction or control. Consultant will indemnify and hold harmless the City, as well as its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools ("Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of or a failure to observe any applicable standard of care by Consultant and/or its employees, agents or representatives or other persons acting under

Consultant's direction or control. Consultant will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions outlined in this Section will survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

V. WAIVER OF CONSEQUENTIAL DAMAGES; SUBROGATION

Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to Consultant for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement; whether arising in contract, tort, or otherwise, even if Consultant has been informed of the possibility thereof. Moreover, to the extent any damages arising under this Agreement may be covered by insurance, Consultant agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from the Services performed by Consultant for the City.

VI. INSURANCE

A. Required Policies. Consultant will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with a minimum combined single limits of One Million Dollars (**\$1,000,000.00**) for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Comprehensive Automobile Liability Insurance. Automobile Liability coverage with a minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars (\$1,000,000.00)** for any one occurrence with respect to each of Consultant's owned, hired, or non-owned vehicles assigned to or used in connection with the performance of the Services. If Consultant's insurance does not cover non-owned or hired vehicles, the requirements of this paragraph shall be met with respect to each such vehicle used in connection with the performance of the Service, and Consultant agrees to assure compliance prior to allowing the use of a vehicle not owned by Consultant for such purpose.

4. Professional Liability Insurance. If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Consultant against

any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Consultant provides a completed Declaration of Independent Consultant Status Form) and other insurance required by applicable law.

6. Excess or Umbrella Requirements. For the coverages required in Sections VI(A)(1-4), Consultant shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount, not less than **One Million Dollars (\$1,000,000.00)**. In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to C.R.S. § 24-10-114, as may be amended.

The limits of any insurance required by this Agreement will not limit Consultant's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents because of the negligence of Consultant or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Consultant and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event, greater than **Ten Thousand Dollars (\$10,000.00)**, and Consultant will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to a reduction in coverage limits or other modifications unless previously approved by the City in writing.

4. Coverage Type. Consultant will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant will carry a twelve (12) month tail. Consultant will not do or permit to be done anything that will invalidate the policies.

5. Pollution Coverage. The insurance required by this Agreement will cover any and all damages, claims, or suits arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Consultant will secure and maintain either a rider or a separate policy insuring against liability for pollution-related damages, claims, or suits with at least **Two**

Million Dollars (\$2,000,000) each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Consultant will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Consultant provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Consultant will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Consultant will include the insurance requirements of this Agreement in all subcontracts. Consultant will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. A consultant is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Consultant Obligations. Consultant will not knowingly employ or contract with a worker without authorization to perform work under this Agreement or contract with a subcontractor that fails to certify to Consultant that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant will:

1. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the worker without authorization; provided, however, that Consultant will 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 a worker without authorization.

D. Compliance with Investigation. Consultant will comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Consultant violates this Section, the City may terminate this Agreement for breach of contract and Consultant will be liable for actual and consequential damages to the City.

F. Verification of Lawful Presence (C.R.S. § 24-76.5-103).

1. If Consultant is a natural person, including a sole proprietor with or without employees (*i.e.*, not a corporation, limited liability company, partnership or similar entity), and is 18 years of age or older, Consultant must: (a) complete the affidavit attached to this Agreement as **Exhibit B**; and (b) Attach a photocopy of the front and back of a valid form of identification noted on Exhibit B.

2. If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, the City will 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 (“DHS”) or a successor program designated by DHS. If the City determines through the verification process that Consultant is an alien not lawfully present in the United States, the City will terminate this Agreement without further obligation to Consultant.

VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Jim Tolbert, FAICP
Community Development Director
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

If to Consultant:

Bret Keast
Kendig Keast Collaborative
1415 Highway 6 South, A-300
Sugar Land Texas 77478

The parties may agree to delivery of notices via electronic mail.

IX. INDEPENDENT CONTRACTOR.

A. Generally. The relationship between Consultant and the City will be as independent contractors, and neither the City nor Consultant will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Consultant is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Consultant nor Consultant’s employees, agents or representatives are entitled to workers’

compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.

B. Representations. Consultant shall make no representation that either it or any of its employees, agents, or representatives are employees of the City for any purposes.

C. No Authority to Bind the City. Consultant does not have the authority to act for the City, to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

D. Control and Supervision. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder

E. Non-Exclusivity. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

F. Assumption of Risk. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

G. Separate Operations. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain its operations as separate and distinct.

XII. GENERAL PROVISIONS.

A. No Assignment. Consultant will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

B. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Consultant consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Consultant waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover from the non-prevailing party court costs, reasonable third party expenses, and reasonable attorney fees incurred in prosecuting or defending such action and enforcing any judgment, order, ruling or award. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include an evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties, which the parties agree shall be admissible for purposes of determining the prevailing party. Any obligation of the City to pay court costs or attorney fees pursuant to this Section shall be subject to the appropriation of funds by the City Council for such purpose.

C. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver 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.*

D. COVID-19 and Other Public Health Emergencies. While on City property, Consultant and any employees and subcontractors will comply with all public health orders and laws related to the COVID-19 public health emergency and any other public health emergency in the City, and all City directives relating to any public health emergency, including distancing, face coverings, employee screening, and sanitation. Consultant will not permit any employee who has tested positive for COVID-19, who is exhibiting symptoms of COVID-19, or who has exhibited symptoms within the prior 10 days, to be present at any City facility.

E. Protections for Data Privacy. Consultant shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), disclosed to Consultant in the course of performing the Services. Consultant will notify the City within twenty-four (24) hours of Consultant's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c) and C.R.S. § 24-73-103(1)(b), with regard to any personal information, as defined in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-103(1)(g), disclosed to Consultant in the course of performing the Services and will conduct such investigation and provide such notice as required by law in the event of such breach.

F. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for Services negligently or defectively performed.

G. Time of the Essence. Consultant acknowledges that time is of the essence in the performance of this Agreement. Consultant's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

H. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Consultant will be deemed to be only an incidental beneficiary under this Agreement.

I. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

J. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or

Consultant on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words, and words of any gender will include the neutral and another gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

K. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

L. Acknowledgement of Open Records Act. The City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure. The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act (“CORA” or “Act”), C.R.S. § 24-72-201, *et seq.*, which efforts may include notifying Consultant of a CORA request and allowing Consultant to take steps to prevent disclosure, where and when it is reasonably possible to do so. **Consultant will indemnify and hold the City harmless from any claims arising from the release or inadvertent disclosure of confidential or proprietary information, and from any claims arising from the withholding, or release of documents not protected from disclosure under the Act.**

M. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

N. Liability of City Representatives. All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City

O. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology, or other similar electronic means.

P. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors, and assigns.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Benjamin Huseman, Mayor

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Matthew Hader, Interim City Attorney

Kendig Keast Collaborative

Signature

Printed Name, Title

**[must be notarized unless Section is removed
by City Attorney]**

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____,
20__ by _____ (Name), _____
(Title), of _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A

Scope of Services; Compensation/Rate Sheet

CONTRACTOR: Kendig Keast Collaborative

LOCATION(S) OF SERVICES: Citywide, City of Commerce City

GENERAL DESCRIPTION OF SERVICES:

Deliverables/ Sub-tasks (including deadlines for each):

The City is contracting professional services from a qualified Zoning and Land Use Planning Consultant in order to facilitate a comprehensive review of the City's Land Development Code (LDC), and, thereafter, an amended or entirely re-written Land Development Code that better suits the needs of the City. The code last had a major review in 2009 and staff and Council has identified a significant number of issues such as:

- Missing, conflicting, or outdated definitions.
- Overuse of Planned Unit Developments to avoid basic regulations.
- Confusing organization.
- Need for inclusionary zoning.
- Complex submittal and review process.

The purpose of the comprehensive review is to facilitate a comprehensive review of the City's Land Development Code (LDS) to address envisioned technical updates and streamlining of development procedures. Consultant's Services shall assist the City's goal of producing an amended or entirely re-drafted Land Development Code that, at a minimum:

- Is lean and easy to understand, implement and maintain.
- Creates a framework for development that is based upon the characteristics of Commerce City Place Types.
- Simplifies and streamlines the development process for projects that meet the goals of the City's comprehensive plan, The City is currently working on an update to the 2010 Comprehensive Plan with a completion date of December 2022. It is anticipated that the Land Use Chapter and Goals will be in near final form by mid-July.
- Encourages and facilitates infill development and incremental increases in development intensity in existing neighborhoods.
- Preserves the character of existing neighborhoods while allowing additional population density.
- Ensures a variety of housing product types and sizes for a wide range of income levels and household types in existing and new neighborhoods.
- Expands and connects the City's traditional grid of streets in both infill and greenfield development.
- Maximizes the return on investment of the City's existing infrastructure systems before expanding those systems into undeveloped areas.

- Ensures that new development will generate sufficient revenue to pay for the long-term maintenance of the infrastructure and services required by it.

All Services shall be completed in accordance with applicable City standards, as well as contract requirements and obligations. Consultant must perform the Services within the agreed upon timeline for completion of tasks, sub-tasks, and production of deliverables. Completion of the Services also includes, but is not limited to:

- Preparation of a Detailed Work Plan and Project Management Plan
- Community/Stakeholder Engagement Plan
- Review and Analysis of Comprehensive Plan
- Current LDC Diagnosis and Issue Identification
- Drafting of the New Land Development Code and Zoning Map
- Improve Application and Review Process

DETAILED SCOPE OF SERVICES; KEY DELIVERABLES & TASKS

Task 1. Detailed Work Plan and Project Management Plan. Consultant will prepare a detailed work plan and the achievable timeline for the project anticipated to be 14 months or less from the time of contract approval. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the project.

Expectations: The following items must be included in the Work Plan:

- Community/Stakeholder Engagement Plan
- Review and Analysis of the Comprehensive Plan
- Current LDC Diagnosis and Issue Identification
- Drafting of the new LDC and Zoning Map

Meetings: Consultant will conduct an initial meeting with City of Commerce City staff to kick off the study to gain an understanding of the needs for project management and work plan along with a timeline. A second meeting will be scheduled to review the proposed work plan and gain City approval.

Deliverable: Consultant will submit a detailed work plan addressing all the items listed above.

Task 2. Community/Stakeholder Engagement Plan. Consultant will develop and implement a detailed community engagement plan that creates a process for broad community input as well as targeted stakeholder involvement and feedback for technical industry-specific aspects of the plan. Given the character-based vision put forth in the Place Types and Character Plan, it is expected that significant involvement of the development community, as well as the community as a whole, will be necessary in order to ensure that the results of the proposed LDC are understood and accepted by the community. Broad-based community and stakeholder engagement are considered critical to the successful adoption of the ordinance. This will include both large community workshops as well as smaller focus groups throughout the process. In addition, the plan will include smaller in-person outreach events, as well an electronic/ social media strategy for expanded engagement.

Expectations: At a minimum, the Engagement Plan must address the following:

- Identification of stakeholders per each topic area or section of the LDC

- Engagement strategies and activities, tied back to reaching all identified stakeholder groups, including those difficult to reach
- Timeline for engagement activities and the desired type of feedback at project checkpoints or milestones (visioning, validating, etc.)
- Communication methods for sharing information with City residents
- Strategy for effective and consistent messaging across platforms and messengers
- Web resources and platform to be used for the project
- Recommendations for the use of computer-based modeling to illustrate the development potential of properties under the proposed code or other methods of conveying the potential results of the proposed LDC.

Meetings: Consultant will conduct one meeting with the City of Commerce City to review the Engagement Plan. That meeting can be combined with the meeting to review the Detailed Work Plan if desired.

Deliverable: A detailed Community Engagement Plan addressing all of the items described above.

Task 3. Review and Analysis of Comprehensive Plan. Consultant will review the draft plan to determine categories of necessary updates to the LDC so that the regulations of the LDC implement the vision and goals of the Plan. There is a new Comprehensive Plan in process for the City and Consultant will need to review that Plan to develop an LDS that implements the Plan. Although the Plan is in process it is anticipated that the draft language will be in a form and completeness that will enable Consultant to be able to produce this review and analysis.

Expectations: Consultant will examine the following at a minimum in this task:

- Proposed Place Types and/or Character Areas. This replaces the Land Use Plan in the current ordinance. The name has not yet been decided.
- The Vision Statement for each of the Place Types.
- Goals and Objectives for each Plan chapter.

Meetings: Consultant will meet with the following while developing this review and analysis:

- City of Commerce City staff.
- City Council
- Planning Commission
- Stakeholders

The Consultant will conduct a minimum of two meetings with the identified stakeholders above while conducting this Task.

Deliverable: The review will result in Consultant team producing a report summarizing the results of the analysis. At a minimum Consultant will produce an itemized report (in table/matrix form) detailing each of the items identified for focus in the new LDC.

Task 4. Current LDC Diagnosis and Issue Identification. The Diagnosis and Issue

City of Commerce City and Kendig Keast Collaborative

Professional Services Agreement

City of Commerce City Rewrite of Land Development Code; 2022-2024

Identification will be a comprehensive review of deficiencies or areas recommended for improvement within the code in order to meet legal requirements as well as City vision and policy goals.

Expectations: This Diagnosis and Issue Identification process will address areas seen as deficient, out of date, or not current best practices. The staff has identified issues as shown below but these are only given as examples. It is expected that Consultant will review the current LDC through the lens of current best practices and provide that input to the City. Examples of issues identified by staff include:

- Missing, conflicting, or out-of-date definitions.
- Overuse of the Planned Unit Development to avoid basic regulations.
- Confusing Organization.
- Inclusionary Zoning.
- Complex Submittal and Review Process.

Meetings: Consultant will meet with the following to determine issues as viewed by each stakeholder or group listed and then will present findings to those same stakeholders.

- City of Commerce City staff
- City Council
- Planning Commission
- Other Stakeholder Groups

Deliverable

- Consultant will produce a comprehensive itemized report (in table/matrix form) detailing each item in need of improvement as well as proposed strategies/ recommendations to address each of the deficiencies.

Consultant shall prepare a recommendation on an approach to this analysis and report that would allow implementation of process updates prior to the rollout of full LDC.

Task 5. Drafting the Code- Ordinance Document and Zoning Map. Consultant shall prepare a new LDC for adoption, including all necessary visual aids, such as charts and graphics. This effort will be a rewrite of the entire LDC. In addition, Consultant shall prepare a Zoning Map Analysis including recommended map changes (in ArcGIS) and an approach for adoption. Consultant should also plan for possible interim submissions on key items that may not need to wait until final code adoption. These will only be requested when there is a specific request from the City Council.

The final document must be visually appealing and easy for the public and development professionals to understand. The document should be able to be used both digitally and in paper form. Specifically, the City is seeking a LDC that:

- Is concise, clearly organized and communicates clear development standards both graphically and with accompanying text
- Includes forward-thinking, "out of the box" practices to reach the City's desired policy goals
- Is adaptable and easy to modify as the City evolves after ordinance adoption

- Recognizes the City's current, design-based approach to creating a visually appealing community and public spaces
- Provides appropriate references to Colorado General Statutes to Support specific regulations

The format of the ordinance shall be of style, font, and layout that allows for both online and print viewing. Text files and reports shall be in MS Word and PDF formats, or as otherwise agreed upon by the City staff working group. The final document must be able to be edited and modified by the City after the ordinance is adopted. The City has access to MS Publisher and the Adobe Creative Cloud suite of programs. The final form must also be able to be integrated into the City Code maintained online by Municode. The final Zoning Map shall be provided in ArcGIS to City standards.

- The Proposal shall include a recommendation for final formats or digital media, including integrated code maintenance software from the above options or other recommended programs or platforms.

Deliverable

A completed revised Land Development Code and new Zoning Map that implements The Commerce City Comprehensive Plan. The new LDC will be delivered as 3 hand copy versions along with an electronic version in a format deemed most appropriate by the City. Possible early submission to the City may also be requested.

Task 6. Improved Application and Review Process. The Consultant will work in partnership with City staff to evaluate the City's current development application forms and approval processes, to identify opportunities for streamlining the process as well as opportunities for improving the clarity and readability of related forms and documents. This task may involve the integration of web-based applications/forms.

Optional Tasks

- Zoning Handbook/quick users guide
- Handouts/Took Kits for various regulations
- Design and Urban Design Standards for Specific Areas

WHEN: February 15, 2024

COST: \$493,490

For the creation of the Land Development Code, Kendig Keast Collaborative (KKC) has prepared this fixed fee, not-to-exceed cost proposal. It has been derived by multiplying the applicable billable hourly rates by the proposed labor hours and adding estimated reimbursable expenses. Our estimated budget is realistic and fair and in accordance with our decades of experience in developing codes for similar communities. However, if the City should desire to expand the project scope, any subsequent fees for services not proposed herein would be derived by using the hourly billing rates of project staffing in the table below right, plus applicable reimbursable expenses. The complete estimate of the costs is as follows:

Task 1. Detailed Work Plan and Project Management Plan = \$16,180

Task 2. Community/Stakeholder Engagement Plan = \$15,080
Task 3. Review and Analysis of Comprehensive Plan = \$41,980
Task 4. Current LDC Diagnosis and Issue Identification = \$63,860
Task 5. Drafting the Code – Ordinance Document and Zoning Map = \$285,480
Task 6. Improved Application and Review Services = \$46,160
Direct Expenses = \$24,750
TOTAL for All Tasks = \$493,490

MATERIALS AND EQUIPMENT TO BE USED: n/a

HOURLY BILLING RATES

Principals \$ 200.00
 Project Manager \$ 145.00
 Associate \$ 135.00
 Urban Designer..... \$ 120.00
 Graphic Designer \$ 50.00
 Administrative \$ 75.00

NON-LABOR RATES

Mileage Actual mileage cost
 (Federal rate)
 Direct Expenses (Supplies,
 Reproduction, Subsistence, etc.)
 Actual cost + 10%

APPLICABLE STANDARDS, STANDARDS, GUIDELINES: n/a

MISCELLANEOUS TERMS, CONDITIONS, OR OTHER SPECIFICATIONS: n/a

EXHIBIT B

[USE THIS FORM ONLY IF CONSULTANT IS AN INDIVIDUAL/SOLE PROPRIETOR WITHOUT EMPLOYEES AND DELETE THIS INSTRUCTION!! IF CONSULTANT IS A PARTNERSHIP, LLC, CORPORATION OR INDIVIDUAL/SOLE PROPRIETOR WITH EMPLOYEES, DELETE THIS EXHIBIT ENTIRELY]

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

I, _____, 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 Colorado 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 will constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY

Valid forms of identification:

---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit

---current Colorado identification card

---U.S. military card or dependent identification card

---U.S. Coast Guard merchant mariner card

---Native American tribal document