

NORTHGLENN URBAN RENEWAL AUTHORITY

RESOLUTION NO.

N/14-5
Series of 2014

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
LELAND CONSULTING GROUP, INC. (DBA RICKER CUNNINGHAM)**

WHEREAS, NURA desires to contract with Ricker Cunningham for professional consulting services relating to professional advisory services for urban renewal projects as set forth in the attached professional services agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The professional services agreement attached hereto as **Exhibit A** is hereby approved and the Chair is authorized to execute the same on behalf of the Authority.

DATED this 12th day of March, 2014.

Rosie Garner
Chair

ATTEST:

APPROVED AS TO FORM

Debbie Tuttle
Executive Director

Jeff Parker
Board Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 12th day of March, 2014, by and between the Northglenn Urban Renewal Authority, 11701 Community Center Drive, Northglenn, Colorado 80233-8061 (hereinafter referred to as "NURA") and Leland Consulting Group, Inc., 8200 South Quebec Street, Suite A3-104, Centennial, CO 80112-4411 (dba Ricker Cunningham) (hereinafter referred to as "Consultant").

RECITALS:

A. NURA requires professional advisory services for urban renewal projects;

B. Consultant has held itself out to NURA as having the requisite expertise and experience to perform the required work for the project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to NURA, professional consulting services for the project.

I. SCOPE OF 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 set forth in the attached **Exhibit A**.

II. NURA'S OBLIGATIONS/CONFIDENTIALITY

NURA shall provide Consultant with reports and such other data as may be available to NURA and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of NURA or pursuant to a lawful court order directing such disclosure. All documents provided by NURA to Consultant shall be returned to NURA. Consultant is authorized by NURA to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

NURA acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of NURA upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, NURA shall pay Consultant at a rate not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by NURA for such fees, costs and expenses.

B. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

V. COMMENCEMENT AND COMPLETION OF WORK

Upon mutual execution of this Agreement, Consultant shall commence work on all its obligations as directed by the NURA Executive Director.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by NURA. If Consultant proceeds without such written authorization, then 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 NURA shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse NURA for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by NURA of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither NURA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of NURA provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to

confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and NURA within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant 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 who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless NURA, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of NURA, agrees to pay NURA or reimburse NURA for the defense costs incurred by NURA in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of NURA, its officers, or its employees, NURA shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of NURA, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to NURA. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. The policy required by paragraph 2. above shall be endorsed to include NURA and NURA's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by NURA, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for NURA shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by NURA prior to commencement of the Agreement. No other form of certificate shall be used. If NURA is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing NURA as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to NURA. The completed certificate of insurance shall be sent to:

Northglenn Urban Renewal Authority
Attn: Executive Director
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which NURA may immediately terminate this Agreement, or at its discretion, NURA may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by NURA shall be repaid by Consultant to NURA upon demand, or NURA may offset the cost of the premiums against any monies due to Consultant from NURA.

F. NURA reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that NURA, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to NURA, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate upon NURA's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by NURA's issuance of said written notice of intent to terminate, NURA shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, NURA shall have any remedy or right of set-off

available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the project, any use of documents by NURA thereafter shall be at NURA's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within NURA. Upon disclosure of any such personal or private interest, NURA shall determine if the interest constitutes a conflict of interest. If NURA determines that a conflict of interest exists, NURA may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of NURA for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by NURA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement is the entire Agreement between Consultant and NURA, and shall supersede all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and NURA which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed to the addresses first set forth above.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

NORTHGLENN URBAN RENEWAL AUTHORITY

By: _____
Rosie Garner Date
Chair

ATTEST:

Debbie Tuttle Date
Executive Director

APPROVED AS TO FORM:

Jeff H. Parker Date
NURA Attorney

ATTEST:	CONSULTANT:
By:	By:
Print Name: Bill J. Cunningham	Print Name: Anne B. Ricker
Title: Principal	Title: Principal
Date: _____, 2014	Date: _____, 2014

NURA's Contract # _____ 2014-002



12 March 2014

Ms. Debbie Tuttle
 Economic Development Manager
City of Northglenn
 11701 Community Center Drive
 Northglenn, Colorado 80233

Dear Ms. Tuttle:

On behalf of Ricker|Cunningham (RC), Community Strategists, we are pleased to present this proposal to assist the Northglenn Urban Renewal Authority (the Authority) with preparation of updates to existing urban renewal documents (the Plan Documents) and specifically two project areas within them -- Huron Center and Webster Lake Promenade (the Project Area(s)). What follows is a description of work tasks that will be completed as part of this effort, followed by a list of deliverables, timeframe for work products, and fee estimate. Thank you for this opportunity to continue serving you through completion of this assignment.

Scope of Work

Task 1: Market Assumptions

RC will rely on knowledge gained through completion of market investigations associated with the recent purchase of properties within the Huron Center to inform assumptions used in the preparation of an impact analysis for the Project Area as described under Task 3 below. With regard to assumptions used to prepare a similar impact analysis for the Webster Lake Promenade Project Area, RC will complete enough market investigation to understand conditions impacting supportable uses, values and rates of absorptions. Note: As we understand the situation, the City recently retained the services of a market analysis firm to quantify support for the proposed Webster Lake project. While RC intends to review this information, any assumptions used in the preparation of urban renewal documents prepared by our firm must be based on the work of its employees.

Task 2: Updates to Urban Renewal Plan Documents

RC will amend the associated urban renewal plan document for each Project Area. Amendments will include updates, if any, to the following: stated development principles and objectives; potential priority initiatives; use of urban renewal resources; and, strategies for implementation. Concept illustrations will be prepared to communicate any new information to NURA Board members, stakeholders and City officials. All new text and illustrations will be incorporated into the amended Plan Documents.

www.rickercunningham.com

8200 South Quebec Street
 Suite A3-104
 Centennial, CO 80112
 ph 303. 458. 5800
 fx 303. 458. 5420



Task 3: Tax Increment Analysis and Impact Reports

RC will prepare a potential development program for each of the Project Areas, along with a set of assumptions to be used in the preparation of statutorily required documentation. After review and approval by City and NURA Staff, RC will use this information to estimate the tax increment potential (from real property, personal property and sales (if any)) of each Project Area and incorporate these findings into two respective reports of impact (Impact Report). While the law requires quantification of potential impacts to the County where an urban renewal project is located, many communities request similar analyses for other potentially affected taxing entities. RC is available to prepare these additional reports if requested to do so, as well as be available to present and discuss this information with different audiences.

Task 4: Property Owner Notification

As required by the Colorado State Urban Renewal Statute (the State Statute), all property owners in the Project Area(s) must be notified prior to the public hearing where the amended Plan Documents will be considered for adoption. RC will work with you to identify the names and addresses of all property owners in the Project Area(s) and assist with preparation of a draft **notification letter**. RC will also prepare and distribute the notices; expenses associated with reproduction and postage will be billed to you at cost.

Task 5: Legal Descriptions

A legal description describing the boundaries of the Project Area(s) and / or TIF District(s) and certified by a licensed surveyor will be required as part of the amended Plan Documents and public notification process. RC is prepared to sub-contract for these services, but will only do so at the expressed written consent of the Authority.

Work Products

Representatives of RC will submit both of the draft amended Plan Documents and Impact Reports to the Authority for review. Upon receipt of comments, we will revise the draft documents and resubmit them for consideration by the Authority Board and ultimately, City Council. We will provide color-bound copies of all final documents (including the Plans and Impact Reports) and / or transmit these documents in electronic format. Note: Time for presentation of the Plans and Impact Reports at a meeting of the Authority Board, Planning Commission and public hearing of City Council is included in the fee for this assignment. If the Client requests our attendance at additional meetings, you will be charged at the hourly rate for the individuals involved.



The work products to be delivered to the Client will include:

- Development Program and Market Assumptions (for each Project Area)
- Draft and Final Urban Renewal Plans
- Draft and Final Impact Reports (all requested taxing entities)
- Draft and Final Notification Letter
- Legal Description (for each Project Area or TIF Area)
- Meeting and Presentation Materials

Proposed Fees

Fees associated with preparation of the above work products are estimated to be \$9,500. This fee estimate does include out-of-pocket expenses such as local travel, data purchases, telephone use, and expenses associated with the production of the final documents. The fee estimate does not include expenses associated with the distribution of notifications to ownership interests including postage and reproduction. The Authority will be billed at cost for these expenses. Additionally, and as indicated above, the fee estimate also does not include the fees for professionals retained to prepare legal descriptions for the Project Areas. The Authority will be billed at cost for these fees.

Summary

In summary, we are excited about this project and the opportunity to continue working with you and other members of the Northglenn community. As experienced advisors to public sector entities throughout the Western United States, we understand how to take projects such as these from inception to completion -- moving from the general to the specific and ending with recommendations which provide sustained value. If you have any questions regarding this submittal, please contact either Anne Ricker or Bill Cunningham at 303.458.5800. Both of these individuals are authorized to execute an agreement on behalf of Ricker|Cunningham.

Sincerely,

Ricker|Cunningham

Anne B. Ricker
Principal
anne@rickercunningham.com

Bill J. Cunningham
Principal
bill@rickercunningham.com

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Ricker|Cunningham

(Prospective *Consultant*)

TO: Northglenn Urban Renewal Authority
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name _____

Bid Number _____

Project No. _____

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 20__.

Prospective Consultant Ricker|Cunningham

By:

Title: Principal

Finance Dept Use Only
Initials _____
Date _____
PO # _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

X I, Anne Ricker, am a sole proprietor doing business as Ricker|Cunningham. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with NURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with NURA, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

X I, Anne Ricker, am a United States citizen or legal permanent resident.

NURA must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in NURA's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to NURA.

Signature

Date

Finance Dept Use Only
Initials _____
Date _____
PO # _____

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

For the DEPARTMENT PROGRAM AFFIDAVIT

LISTS OF ACCEPTABLE DOCUMENTS

LIST A Documents that Establish Both Identity and Employment Eligibility	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Eligibility
OR		AND
1. U.S. Passport (unexpired or expired)	1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	1. U.S. Social Security card issued by the Social Security Administration <i>(other than a card stating it is not valid for employment)</i>
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	2. Certification of Birth Abroad issued by the Department of State <i>(Form FS-545 or Form DS-1350)</i>
3. An unexpired foreign passport with a temporary I-551 stamp	3. School ID card with a photograph	3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. An unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)	4. Voter's registration card	4. Native American tribal document
	5. U.S. Military card or draft record	5. U.S. Citizen ID Card <i>(Form I-197)</i>
5. An unexpired foreign passport with an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for the employer	6. Military dependent's ID card	6. ID Card for use of Resident Citizen in the United States <i>(Form I-179)</i>
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	7. Unexpired employment authorization document issued by DHS <i>(other than those listed under List A)</i>
9. Driver's license issued by a Canadian government authority		
	For persons under age 18 who are unable to present a document listed above:	
	10. School record or report card	
	11. Clinic, doctor or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)