**E-Verify Boilerplate Language**

(Section #) E-Verify:

1. *(Name of Entity)* understands and accepts that Town of Cicero, as a governmental entity under the laws of the State of Indiana, must abide by Indiana Code 22-5-1.7-11, which requires enrollment in E-Verify for any contractor or other entity entering a service contract with a governmental entity. As such, (*Name of Entity)* warrants one of the following:

\_\_\_ (*Name of Entity)* affirms, certifies and warrants that (Name of Entity) is already enrolled in the E-Verify program and is in full compliance with any and all applicable requirements of the E-Verify program and Indiana Code 22-5-1.7-11; or

\_\_\_ (*Name of Entity)* agrees that (*Name of Entity)* shall enroll in the E-Verify program and shall comply with any and all applicable requirements of the E-Verify program and Indiana Code 22-5-1.7-11.

1. (*Name of Entity)* shall utilize E-Verify to verify the work eligibility status of any and all of (*Name of Entity)*’s employees hired on or after the date this Agreement is executed.
2. (*Name of Entity)* warrants that (*Name of Entity)* does not knowingly employ an unauthorized alien.
3. In the event any subcontractors are utilized on this project, (*Name of Entity)* shall obtain written certification from any and all subcontractors certifying that said subcontractors are enrolled in the E-Verify program and do not knowing employ any unauthorized aliens. (*Name of Entity)* shall retain on file a copy of the subcontractor’s certification and shall forward a copy of said written certification to Town of Cicero for any and all subcontractors.
4. In the event the E-Verify program is terminated, discontinued, or ceases to exist, then as of the date of E-Verify is discontinued, (*Name of Entity)* shall no longer be required to verify the work eligibility status of all of its newly hired employees through E-Verify. This shall not be interpreted as releasing (*Name of Entity)* from the legal obligation of verifying, in some other appropriate way, the work eligibility status of new employees hired after the discontinuance of the E-Verify program.
5. (*Name of Entity)* agrees to execute the affidavit provided by Town of Cicero affirming the commitments made hereinabove by (*Name of Entity)*. Execution of this affidavit is required by Indiana Code 22-5-1.7-11
6. To the extent assignment of this Agreement is permitted, no assignment of this Agreement shall be valid unless the assignee provides the affidavit required by paragraph “G” of this section and agrees in writing to fully comply with all the requirements of this this section. Nothing contained in this paragraph shall be interpreted as creating a right to assign this Agreement.
7. Violations: In the event (*Name of Entity)* knowingly employs or contracts with an unauthorized alien, or retains an employee or contract with a person that (*Name of Entity)* subsequently learns is an unauthorized alien, such action/s shall constitute a violation of this Agreement by (*Name of Entity)*. Per the requirements of IC 22-5-1.7-13, violations shall be addressed as follows:
8. In the event (*Name of Entity)* discovers that it is in violation, (*Name of Entity)* shall notify Town of Cicero as soon as is reasonably possible.
9. In the event of a violation, Town of Cicero shall provide (*Name of Entity)* written notice of the violation. (*Name of Entity)* shall have thirty (30) days from the date of said notice to remedy said violation.
10. If (*Name of Entity)* fails to remedy a violation of any portion of this *Section/Chapter/Article* within the thirty (30) day period provided under \_\_\_\_\_ of this *Section/Chapter/Article*, Town of Cicero shall, without incurring any penalty, liability, or additional financial obligations to (*Name of Entity)*, terminate the public contract for services with the contractor for breach of the public contract for services.
11. The foregoing notwithstanding, if (*Name of Entity)* employs or contracts with an unauthorized alien but Town of Cicero, in Town of Cicero’s sole and absolute discretion, determines that terminating the public contract for services would be detrimental to the public interest or public property, Town of Cicero may allow the public contract for services to remain in effect until Town of Cicero procures a new contractor.
12. If Town of Cicero if forced to terminate this Agreement under this (*Section/Chapter/Article*, (*Name of Entity)* is liable Town of Cicero for actual damages.
13. There is a rebuttable presumption that a contractor did not knowingly employ an unauthorized alien if the contractor verified the work eligibility status of the employee through the E-Verify program