

**ADDENDUM TO AGREEMENT WITH CITY OF HOBART, INDIANA**

The following provisions are hereby added to that contract between \_\_\_\_\_ (“Contractor”) and the City of Hobart (“City”), dated \_\_\_\_\_, and shall be deemed an integral part thereof:

Pursuant to the provisions of Public Law 171-2011 of the State of Indiana which added a new chapter to the Indiana Code designated as I.C. § 22-5-1.7-1, *et seq.*, the Contractor agrees as follows:

i) The Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program (the Electronic Verification of Work Authorization Program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996) (Public Law 104-208), Division C Title IV, Section 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (Public Law 99-603)); and

ii) The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program if the E-Verify Program no longer exists; and

iii) The Contractor, by and through its authorized signatory, agrees to sign an affidavit stating that the Contractor does not knowingly employ an unauthorized alien. The Contractor also agrees, by and through its authorized signatory, to sign an affidavit under oath that the Contractor has enrolled and is participating in the E-Verify Program;

iv) The Contractor agrees further that it shall not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with the person that the Contractor subsequently learns is an unauthorized alien.

v) In the event that the Contractor violates any of the foregoing provisions of this subsection, the City must require the Contractor to remedy the violation not more than thirty (30) days after the date the City notifies the Contractor of the violation. In the event that the Contractor fails to remedy the violation within such period, the City shall be entitled to terminate this Agreement for breach and the Contractor shall be liable to the City for any actual damages.

vi) If the Contractor uses a subcontractor to provide services for work the Contractor is performing under this Agreement, the subcontractor shall certify to the Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify Program. The Contractor agrees to maintain on file the certification of a subcontractor throughout the duration of the term of the contract with the subcontractor.

ALL OF WHICH is agreed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (“Contractor”)                      CITY OF HOBART, INDIANA (“City”)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BRIAN K. SNEDECOR, Mayor