

**TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Waggoner, Irwin, Scheele & Associates** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, Contractor hereby represents that it does not knowingly employ an unauthorized alien. Contractor further represents that it is enrolled or will enroll in the federal E-Verify program, that it will verify the work eligibility status of newly hired employees through the E-Verify program, and that it will not knowingly retain an employee that it subsequently learns is an unauthorized alien.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By: _____

Title: _____

Date: _____

ACCEPTED:

WAGGONER, IRWIN, SCHEELE &
ASSOCIATES

By: _____

Title: _____

Date: _____