

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

The attached and forgoing **Employer Memorandum of Understanding** between **The Board of Commissioners of Tippecanoe County (County)** and **Community Loan Center of West Central Indiana (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.

**Default** - If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**Indemnification** - Contractor shall indemnify and hold County, and its agents, officers and employees from and against any and all losses, claims, demands, judgments, costs, and expenses arising out the performance of this Agreement. County shall not provide such indemnification to Contractor. This indemnification agreement includes, but is not limited to, any claim or purported claim against County arising out of a loan or promissory note entered into between Contractor and County's employees.

**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.

**Severability** - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Force Majeure** - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter

referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

**E-Verify Employment Eligibility Verification** - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor’s newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to 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 that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

**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.

**Certification of Eligibility under IC 22-2-6-2** - Contractor acknowledges that the Memorandum of Understanding contemplates certain wage deductions made by County from the wages of County’s Employees with remittance of said deductions to Contractor. Contractor hereby certifies that such deductions constitute an assignment of wages for an eligible purpose under IC 22-2-6-2(b), specifically IC 22-2-6-2(b)(10): “Payment to any person or organization regulated under the Uniform Consumer Credit Code (IC 24-4.5) for deposit or credit to the

employee's account by electronic transfer or as otherwise designated by the employee.”

ACCEPTED:

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

COMMUNITY LOAN CENTER OF WEST  
CENTRAL INDIANA  
671 N. 36<sup>th</sup> Street  
Lafayette, Indiana 47905

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_