

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

The attached and forgoing agreement between **The Sheriff of Tippecanoe County** (County) and **Flock Safety** (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.

Funding for a Multi-year Agreement - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

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.

Indemnification - The County's obligation to indemnify and hold harmless under the Agreement, if any, shall be limited to losses arising from the acts or omissions of the County, its employees, or agents and shall be further limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of County as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which County is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the ability to defeat a claim by reason of contributory negligence of fault of a claimant), so that County's liability and Contractor's liability, if any, resulting from this Agreement, shall not in any case exceed what might have been County's liability to a claimant had County been sued directly by the claimant in Indiana and all appropriate defenses had been raised by County.

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.

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 an unauthorized alien, nor shall Contractor retain an employee that **Contractor** subsequently learns is an unauthorized alien.

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.

Limitation of Liability. The limitation of liability provisions at sections 8.1 and 8.2 of the Agreement shall not be construed to apply to acts or omissions of Contractor, its suppliers, officers, affiliates, contractors, or employees that arise outside the scope of this Agreement or to acts or omissions which are willful or malicious in nature.

ACCEPTED:

ACCEPTED:

TIPPECANOE COUNTY SHERIFF
2640 Duncan Road
Lafayette, IN 47904

Flock Safety
1170 Howell Mill Road, NW, Ste 210
Atlanta, GA 30318

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____