

CLEAN UP CONTRACT

Agreement made the 1st day of June 2022, between Indianapolis Crime Scene Services LLC dba Bio-One NW Indianapolis, ("Contractor") and Board of Commissioners of Monroe County ("Commissioners") and the Monroe County Board of Health ("Board"). The Contractor, Commissioners, and Board mutually agree as follows:

1. **Project.** Contractor shall assist the Monroe County Commissioners for providing clean up services, more particularly described in Exhibit A.
2. **Term.** Work shall begin on Thursday and last up to five (5) days, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. The Emergency Management Office shall coordinate the work.
3. **Cost.** The rate shall be \$3,500 per day for up to 5 days, unless otherwise agreed in writing executed by both parties.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board

for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

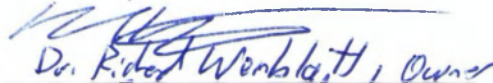
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Indianapolis Crime Scene Services LLC
"Contractor"

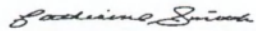
Board of Commissioners of Monroe County
"Commissioners"


by Dr. Robert Winkler, Owner
Bio-Oxene Indianapolis



Date 06/01/2022

ATTEST: June 1, 2022



Catherine Smith, Auditor

EXHIBIT A

- 1) The work will be undertaken by Indianapolis Crime Scene Services LLC dba Bio-One NW Indianapolis.
- 2) The project will be undertaken per agreement on behalf of the County Commissioners of Monroe County, IN, and at the direction of Jeff Cockerill, the County Attorney, and Justin Baker, Deputy Director and Acting Director of Emergency Management.
- 3) The scope of the project is to include the multiple homeless encampments throughout the area on the property located in and around the wooded area behind At Home, 3175 West 3rd Street, Bloomington, IN 47404.
- 4) The rate will be at \$3,500 per day.
- 5) This project is anticipated to span approximately five days.
- 6) The Monroe County Sheriff's Office is anticipated to have deputy sheriffs enforce the vacate order on Thursday, June 2, 2022, at approximately 12:00 noon.
- 7) Weather permitting, work by Bio-One NW Indianapolis will commence on Thursday, June 2, 2022, at approximately 1:00 pm.
- 8) If Monroe County Highway Department personnel and equipment are available, the work is anticipated to continue on Saturday, June 4, 2022 and/or Sunday, June 5, 2022.
- 9) The day shall commence at approximately 9:00 am and end at approximately 5:00 pm. A lunch hour and reasonable breaks will be incorporated within each day. The days and hours schedule shall be contingent upon weather, equipment availability, and other factors beyond the control of Bio-One NW Indianapolis.
- 10) Bio-One NW Indianapolis anticipates the assignment to this project of approximately five full-time salaried employees serving as technicians and supervisory management.
- 11) While there has been notice to occupants of the homeless encampment prior to the execution of the vacate order and belongings left behind could reasonably be construed and classified by Bio-One NW Indianapolis as abandoned property, a reasonable effort will be undertaken by Bio-One NW Indianapolis personnel to identify and separate trash from items that may have real, perceived, or sentimental value. Bio-One NW Indianapolis shall have the authority and sole discretion for the determination and classification of abandoned property items left behind in the homeless encampments. Bio-One NW Indianapolis cannot guarantee that all items of real, perceived, or sentimental value will be correctly identified, as well as transported, and/or stored in a safe manner at its destination.
- 12) Monroe County will provide for the utilization and transportation of dumpsters and containment units as needed for trash and personal effects, separately classified, that are collected from the homeless encampments. Monroe County will further provide for the transportation of dumpsters and containers from the parking lot to their respective destinations.
- 13) Bio-One NW Indianapolis requests that the dumpsters and containers used for this project be located at the West end of the parking lot pavement area behind At Home. This is the pavement area nearest to the encampments.
- 14) Monroe County Highway Department will provide equipment and manpower to operate the equipment to facilitate the movement of trash and personal effects from the multiple homeless encampments located throughout the area to the dumpsters and containers.
- 15) Bio-One NW Indianapolis personnel will be the only ones who will touch or otherwise handle the components of the multiple homeless encampments. Highway Department and other Monroe County personnel are not expected to assist with that aspect of this endeavor.
- 16) Bio-One NW Indianapolis will handle any discovered needles via sharps container disposal protocols.
- 17) Bio-One NW Indianapolis will refer any discovered firearms or schedule classified drugs or narcotics to the Monroe County Sheriff's Office for investigation and disposition.
- 18) Following completion of the work, an invoice will be generated by Bio-One NW Indianapolis.