## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020		
Item for Formal Meeting?	OR OR	Item for Work Session / Discussion
(Ex: Routine items, continuing grants)	OK	(Ex: Public interest items, Ordinance changes, new grants and
		grants that add personnel)
Title of item to appear on the agenda:	greement with Ken's Westside Serv	ices for the maintenance Vendor #
	nd repair of the MCG non heavy dut	
All Grants must complete the following		If new vendor, enter 'NEW'
		New Grant to the Country? Vec
Is this a grant request? Yes		New Grant to the County? Yes
Grant Type:		
	Enant Daymant	County IS Door Through
Reinibursement/Drawdown Op	Front Payment	County IS Pass Through
Federal Agency:		Amount Received
Federal Program:		Federal:
CFDA #		State:
Federal Award Number and Year:		Local Match:
Or other identifying number		Total Received:
Pass Through Entity		
Contracts/Agreements/MOU-Interlo	cal/Ordinance/Resolution	n/Grant item:
5		
Fund Name: County General		Fund Number 1000-0161
Amount: As budgeted in FLEET FUND	164	
		per in the Amount Box, you HAVE to Number. IF this is a grant waiting on the
Executive Summary:		Number, indicate that in the boxes.
Executive Summary.	creation of a r and reame of	Tumber, multate that in the boxes.
		brought to our attention the use of highway department
staff, materials, and supplies did not meet the requiren	nemus of IC 8-14-1-4	
MVH Permissible use of Funds: requirement which sta	tes the use of MVH funds	
"Shall be used for construction, reconstruction, preserv	vation, and maintenance of the high	ways of the respective counties"
		personnel expenses. After considering the costs associated
		ance expectations for the Non heavy duty fleet vehicles, it
solely on their own vehicles thus ensuring they are safe	e and ready for use by Highway per	County as a whole. The Highway Department can folcus sonnel.
a aa aa		
provide the service and vehicle inspection reports nece		it was determined Ken's Westside was going to be able to
	and the other and the second	
		li li
D D I AID		
Person Presenting: Angie Purdie		Department: BOC
C I I I D		
Attorney who reviewed: Jeff Cockerill	<u>view required prior to submission c</u>	y mis jorm for all contracts
Automey who reviewed:		
Caluation d Inc. Angle Purdia		D-t-: 4/27/20
Submitted by: Angie Purdie		Date: 4/27/20
Each agenda request and all necessary documents to the	e Auditor's Office (Anita Freeman)	at: afreeman@co.monroe.in.us AND to the Commissioner's

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Office e-mail: Commissionersoffice@co.monroe.in.us

## Ken's Westside Services Agreement for Vehicle Maintenance, Repair, Inspection and Towing Services

This Agreement made and entered into this 2.7<sup>th</sup>day of April, 2020, by and between Monroe County Government; the Monroe County Board of Commissioners (hereafter "Board of Commissioners") and Ken's Westside Services & Towing, LLC, (hereafter "Ken's Westside") a private enterprise in the business of providing motor vehicle maintenance and towing services (hereafter "Maintenance and Towing Service")..

The Monroe County Board of Commissioners maintain an extensive and diverse fleet of motor vehicles necessary for the operation of Monroe County Government. These vehicles are used by multiple Monroe County Government departments; including but not limited to, the Monroe County Sheriff's Department. It is essential our law enforcement and other departmental vehicles are maintained properly, repaired and inspected on a regular bases to ensure their functionality and the safety of the drivers and the citizens of Monroe County.

The Monroe County Highway Department has been providing the maintenance and general repair of the non-heavy duty, fleet vehicles until it was brought to the County's attention this is not the proper use of the Highway Department staff. After looking at a cost benefit of continuing to use the highway department staff, reimbursing them for their work, the increased paperwork that would be involved, the required separate parts inventory, the need for better service for both Highway and the non-heavy duty vehicles, it was determined it would be more efficient and allow for improved service to both departments by outsourcing the maintenance, repair, and inspection of the non-heavy duty fleet.

The Monroe County Board of Commissioners along with the Highway Director and Highway Supervisor reviewed local agencies to provide maintenance, repair, and inspection services.

Based upon a more robust and documented inspection process, equitable fee proposal, and a clearly defined communication process between the vendor and the County, the Monroe County Board of Commissioners have elected to engage Ken's Westside Services for the maintenance, repair and inspection of the non-heavy duty Monroe County Fleet vehicles.

#### Article 1 Terms of Engagement

- 1. The Monroe County Board of Commissioners now elects to engage Ken's Westside Services to perform vehicle maintenance, repair, inspection and towing services, on an as needed basis, for the non-heavy duty Monroe County Fleet vehicles.
- 2. Ken's Westside shall provide all maintenance, inspections, and those repairs within their capacity. Any repair outside their capacity will be referred to the appropriate provider after communicating with Monroe County.
- 3. All towing services will be done in a manner that conforms to all applicable local, state, and federal law, rules and regulations.
- 4. This Agreement shall become effective upon the signature of both parties and shall remain in full force and effect until terminated by either party upon thirty days (30) days written notice to the other party.

## Article 2 Terms of Maintenance and Towing Services

Maintenance and towing services shall be available from 8:00 a.m. through 5:00 p.m., five (5) days a week. Ken's Westside must have equipment with wheel-lift capability, which is sufficient to recover an off-road vehicle, and to transport at least one (1) motorcycle.

Ken's Westside shall respond promptly and reasonably to all requests for maintenance services and towing requests, and if incapable of prompt response or repair, shall communicate such to the authorized requester.

Ken's Westside shall perform mechanical repairs based upon an hourly labor rate of Seventy-Five Dollars (\$75.00). Parts mark-up shall not exceed Thirty Percent (30%) on any single part and shall not exceed Five Hundred Dollars (\$500.00) in total, per part.

Ken's Westside shall provide routine maintenance which shall be documented on the attached Monroe County Government Maintenance I Safety Inspection form based upon a service fee in the amount of Thirty-Seven Dollars Fifty Cents (\$37.50) per half hour. An inspection report will be provided to Monroe County Government for each vehicle. Inspection cycles will be established based upon the use of the vehicle and as agreed in writing by the Commissioners.

Ken's Westside shall provide general repairs (those within their capacity) at the labor rate of seventyfive dollars (\$75.00) per hour. Repairs that are under manufacturer warranty or are better served by a dealership or an auto body specialist will be referred to the appropriate entity after communication and approval from Monroe County.

Ken's Westside shall work with the vendors already under contract with and providing services to Monroe County Government for tire and fleet parts thus ensuring the best tire and part rates for Monroe County.

Ken's Westside shall provide light duty towing and winch retrieval of County Government vehicles within Monroe County, Indiana at the flat rate of Eighty-Five Dollars (\$85.00) and roadside services at a flat rate of Fifty Dollars (\$50.00). Vehicles outside of Monroe County that require towing will be assessed an additional \$3.00/mile for ½ of the total trip.

A recovery fee may apply in the event of logistical difficulties or complications associated with the retrieval of a vehicle that requires the use of specialized equipment. This recovery fee will not exceed \$1000.00

Ken's Westside recognizes the security issues associated with law enforcement vehicles and will provide such secured parking for vehicles that must remain overnight.

### Article 3

#### Warranty, Indemnification and Insurance

Ken's Westside shall provide an in-house warranty of one (1) year or twelve thousand (12,000) miles on parts and labor unless an extended warranty is provided by the manufacturer. Ken's Westside shall comply with applicable manufacturer's parts and labor warranties. All warranties exclude abuse, negligent operation and ordinary wear and tear. Ken's Westside shall provide proof of General Commercial and Garage Keepers liability insurance and worker's compensation insurance and identify the Monroe County Commissioners as a certificate holder or additional insured.

Ken's Westside assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of its duties and obligations and agrees to indemnify and save harmless the Commissioners from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of its duties and obligations required by this Agreement, except such claims, costs or suits arising out of the fault of the Commissioners, it's representatives and of its employees.

## Article 4 Employment Related Matters

In the performance of services pursuant to this Agreement, it is agreed that Ken's Westside, any of its subcontractors, or any person acting on its behalf shall not, in any manner prohibited by law, discriminate against or intimidate any employee or job applicant with respect to a person's, hire, tenure, terms, conditions or privileges of employment, or any unlawful matter directly or indirectly related to employment, because of the person's 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 duties and responsibilities of the position.

It is further agreed that upon demonstrative evidence and objective proof of discrimination by Ken's Westside, a reasonable penalty may be imposed by the Commissioners, for each incidence of discrimination against or intimidation in violation of this Agreement. If a second or subsequent violation occurs, this Agreement may be terminated. It is further agreed that a breach of this covenant may be considered a material breach of this Agreement.

Ken's Westside shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, however is not required to verify the work eligibility status of all newly hired employees through the E-Verify program, if the E-Verify program no longer exists. Ken's Westside must sign an affidavit affirming that it does not knowingly employ any undocumented aliens.

The Monroe County Board of Commissioners and Monroe County Government does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The parties are aware of this policy/practice and agree to abide by it. If any officer, employee, agent, or independent contractor (including employees, etc.) experience any treatment or action they believe constitutes sexual harassment, they agree to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Monroe County Commissioners' Administrator.

It is understood and agreed that Ken's Westside executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Commissioners, Boards or Departments of Monroe County government for any purpose. Ken's Westside shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Ken's Westside shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws. IN WITNESS WHEREOF, the parties execute this Agreement for Maintenance, Repair, Inspection and Towing Services this  $27\frac{71}{2}$  date of April, 2020.

Ken's Westside Service & Towing LLC

Kenneth Parrish, Member

Monroe County Board of Commissioners

Julie Thomas 4-29-2020

Julie Thomas, President

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MONROE COUNTY GOVERNMENT	NAME
MAINTENANCE/SAFETY INSPECTIO	
	•
KEN'S WESTSIDE SERVICE & TOWING, LL	
3111 W. VENTURE BLVD.	VEH
BLOOMINGTON, IN 47404	TECH
(812)336-9050 UNDER-HOOD	ROUND-THE-CAR
Huid Levels	Vision
Needs OK Service <del>Remarks</del>	Needs OK Service Remarks
	Headlights
Transmission      Brake moster cylinder	
Brake moster cylinder       Power steering	
	Tres
	Ci Inflation
Clutch moster cyinder Bells/Hoses	UNDER-CAR
Belts (fäh: A/C, alternator, ather)	Shering
	Needs
	OK Service Remarks           OK         Service           Image: I
fuel line, power steering) Cooling System	
	Suspension  Shock obsorbers/struits
	Shock absorbers/struts     Springs
Battery	
General condition (dirty, damaged, bad cables/	Brakes
terminois, etc.)	Image:
Emission	
PCV valve and system     Vopor canister	Exhcust System
	Muffler pipes, clomps, hangers
Filiera	Catalytic converter heat shields
	Fluid Lecikage
Fuei (check service slicker for lost change     if available)	
• Oi (check tube slicker for lost change)	Additional Comments:
Air Conditioner	
□ □ Ciutch □ □ Controls	
Other	
Windshield wiper/motor	

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on										
this certificate does not confer rights to the certificate holder in lieu of s										
PRODUCER	NAME: WINDY REACT									
First Insurance Group	PHONE (812) 355-2598 FAX (A/C, No): (812) 512-1774									
1405 N. College Avenue	E-MAIL ADDRESS: MindyT@figprotects.com									
	INSURER(S) AFFORDING COVERAGE NAIC #									
Bloomington IN 47404	INSURER A: Auto-Owners Insurance Co 18988									
INSURED	INSURER B :									
Ken's Westside Service and Towing, LLC	INSURER C :									
3111 W Venture Blvd	INSURER D :									
Aller and a start and the start of the start	INSURER E ;									
Bloomington IN 47404	INSURER F :									
COVERAGES CERTIFICATE NUMBER: CL191140										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR TYPE OF INSURANCE ADDLISUBRI	POLICY EFF   POLICY EXP									
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$ 1,000,000									
CLAIMS-MADE OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000									
Garage Liability	MED EXP (Any one person) \$ 10,000									
A Y 4736232803	11/25/2019 11/25/2020 PERSONAL & ADV INJURY \$ 1,000,000									
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 2,000,000									
	PRODUCTS - COMP/OP AGG \$ 1,000,000									
OTHER:	S									
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT \$									
ANY AUTO	BCDILY INJURY (Per person) \$									
A OWNED SCHEDULED AUTOS	BODILY INJURY (Per accident) \$									
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY	PROPERTY DAMAGE \$									
GARAGE	\$									
X OMERELLA LIAB X OCCUR	EACH OCCURRENCE \$ 1,000,000									
A EXCESS LIAS CLAIMS-MADE 4736232804	11/25/2019 11/25/2020 AGGREGATE \$ 1,000,000									
DED X RETENTION \$ 10,000	S S S S S S S S S S S S S S S S S S S									
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	STATUTE OTH-									
ANY PROPRIETOR/PARTNER/EXECUTIVE	11/25/2019 11/25/2020 EL EACHACCIDENT \$ 500,000									
(Mandatory In NH)	E.L. DISEASE - EA EMPLOYEE \$ 500,000									
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$ 500,000									
On Hook Liability	Limit 650,000									
A Garagakeepers 4736232803	11/25/2019 11/25/2020 Limit 650,000									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Monroe County Government is additional insured with regards to the garage liability.										
CERTIFICATE HOLDER	CANCELLATION									
Monroe County Government 100 W Kirkwood Ave Rm 322	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE									
Bloomington IN 47404	Mindy Wach									
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ACORD 25 (2016/03)

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER		2435 KIRT		CONTACT Emily To	vebaugh			<u>,</u>		
Pence Brooks Bolander & Shepherd Insurance				NAME:         Ennity reveaugn           PHONE         (317) 462-9204           (A/C, No, Ext):         (317) 462-7284						
802 East Main Street					ugh@shepherd			i********************************		
PO Box 825				INSURER(S) AFFORDING COVERAGE NAIC #						
Greenfield			IN 46140-0825	INSURERA: Central Mutual Ins				20230		
INSURED			INSURER B :							
Ken's Westside Service & Towing LLC			INSURER C :							
3111 W Venture Blvd.				INSURER D :						
				INSURER E :						
Bloomington	····		IN 47404	INSURER F :			_			
			NUMBER: CL198239053			REVISION NUMBER:		·		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR TYPE OF INSURANCE	ADDI. INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	ШМП				
						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00	0,000		
	1			}		PREMISES (Es occurrence)	s 5,00	· · · ·		
A -	Y		CLP9924668	08/21/2019	08/21/2020	MED EXP (Any one person)	+	10,000		
GEN'L AGGREGATE LIMIT APPLIES PER:				-		PERSONAL & ADV INJURY	\$ 2,00			
						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	<u> </u>	0,000		
OTHER:	1			}		OTH	\$ 250,			
	╈		······································		- <u> </u>	COMBINED SINGLE LIMIT	s 1,00			
						(Ea accident) BODILY INJURY (Per person)	5			
A OWNED SCHEDULED			BAP9924667	08/21/2019	08/21/2020	BODILY INJURY (Per accident)				
HIRED AUTOS ONLY AUTOS ONLY	1					PROPERTY DAMAGE (Per accident)	5			
						(rer occident)	\$			
UMBRELLA LIAB OCCUR	†—					EACH OCCURRENCE	5			
EXCESS LIAB CLAIMS-MADE	1					AGGREGATE	\$			
DED RETENTION S	1						s	· · · · · · · · · · · · · · · · · · ·		
WORKERS COMPENSATION	T					PER OTH-	ſ	· ·		
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$			
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	nin					E.L. DISEASE - EA EMPLOYEE	s			
If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>					E.L. DISEASE - POLICY LIMIT	s			
Garagekeepers/OnHook & Cargo Legal	1					Amount	\$700	0,000		
A Liability			CLP9924668	08/21/2019	08/21/2020	Deductible	\$1,0	00		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Monroe County Government is listed as additional insured for general liability.										
CERTIFICATE HOLDER				CANCELLATION						
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 100 W Kirkwood Ave Rm 322						) BEFORE				
Bloomington IN 47404 Emily Deveball gh										
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