

**RESOLUTION
NO. 2008-051**

Be It Resolved, upon recommendation of Judge/Executive Harry L. Berry and Jailer Louis Lawson, the Kellwell Food Management's proposal be approved; and

Be It Further Resolved, Judge/Executive Harry L. Berry, County Attorney T. Steven Bland, and County Jailer Louis Lawson be authorized to negotiate and execute a contract with Kellwell Food Management of Beattyville, Kentucky.

Adopted by the Hardin County Fiscal Court in their Regular Meeting of May 27, 2008.

Attested to:



Kenneth Tabb
Hardin County Clerk



Harry L. Berry
Hardin County Judge/Executive



KELLWELL FOOD MANAGEMENT

Hardin County Detention Center

Jailer Lawson

Dear Mr. Lawson

Enclosed I have attached a pricing page. I broke the prices down in 25 inmate meal categories. As the count increases the price will go down. This will save the county money at the higher levels of incarceration and thus be the greatest benefit to your department.

Our pricing will provide the following,

A 28 day cycle menu approved by a registered dietician

The menu will meet state and jail standards

A variety of foods will be utilized to increase favorability from the inmates

At least two meals each day will be served hot. All meals will be served hot per request of the jailer.

Medical and Religious diets (except any strict Kosher Meals that have to be ordered from a Kosher Kitchen)

Local food preferences will be included in the menu

Local food purchases will used as much as possible to include Milk, Eggs, Produce, Meats or other foods that can be purchased locally.

All food and food items to prepare all meals.

Professional staff to include

1 Food service manager

1 Assistant Mgr.

2 Full-time food service supervisors

1 Part time food service supervisor

Dietician services on call at all times

Cleaning supplies and the supervision to maintain the highest sanitation standards

The responsibility for stocking, ordering, preparing and traying up the meals for delivery.

Oversight by correctional professionals.

Policies and procedures geared for your facility.



May 14, 2008

KELLWELL FOOD MANAGEMENT

Uniforms for kitchen civilian staff

Holiday and spirit lifters (5 per year)

One Staff Meal provided as a Moral Booster (Jailers Discretion as to when)

Staff Meals at \$1.00 paid by the staff

Long distance Telephone Service

Liability and Workers Compensation for all of contractors employees.

Any cellular service needed to perform duties for manager.

Computer and office supplies.

All donated food items and farm products given to the kitchen for use will be reimbursed to the county at fair market prices currently being paid by Kellwell Foods.

The County will be responsible for the following

All equipment and repairs

Trash removal from the kitchen to the dumpsters

Inmate labor

Delivery of meals to the pods

Replacements of trays and all smallwares

All utilities

Delivery access

Background checks on all prospective employees.

Approval of all employees to enter and work at the facility

Keys and access to all kitchen areas needed to perform work

Laundry of inmate kitchen uniforms and towels.



Background

- Kellwell Food Management is a *Correctional* food service company that is strictly dedicated to the corrections industry. Our dedication is our driving force to please our customers.
- Kellwell began in 1992 with two correctional accounts and soon began growing; in 2002 we had covered over 12 states all the way to California, with volume over twenty million annually.
- At the end of 2002, Kellwell Food Management made a strategic decision to move strictly into the jail food service environment and to move out of the prison sector. This transition was completed January of 2004 with the prison sector of our company being acquired by another food service company. This has allowed us to focus on one sector.
- Our strongest asset is our desire to provide each customer with the feeling that they are the only account that we have. We have a tremendous desire to build the most service and quality oriented company on the market. We now are a small company, with big company experience.
- Our history is one of unparalleled success in the prison industry and now we want Hardin County to be a part of the Kellwell Story as we build a great jail food service company.
- Our commitment to you is that we will be available 24 hours a day and seven days a week to satisfy any situation that may arise.
- Our experienced staff has committed to the same philosophy of customer satisfaction that I have. My lead support staff has been with my organization for over twelve years each.

Kellwell Food Management

←—————→
Where your needs are first

Kellwell Foods

Qualifications



Hardin County Detention Center



Credentials

- ◆ Kellwell Food Management has been in the correctional industry since 1992.
- ◆ Kellwell has served over 24 million meals in one calendar year.
- ◆ Kellwell has completed over 30 ACA audits, and never scored less than 100.
- ◆ Key personnel charged with oversight of this project has over 50 years of correctional experience.
- ◆ Kellwell has the highest level of commitment to a quality program in the industry.
- ◆ Personal access for our clients to our president of the company is always available.

Hardin County Detention Center

Food Service Agreement By and Between Kellwell Food Management And

THIS AGREEMENT is made and entered into by and between the **KELLWELL FOOD MANAGEMENT**, having its principal place of business at P.O. Box Z, Beattyville, KY 41311, hereinafter referred to as “**KELLWELL**”, and **HARDIN COUNTY**, a government agency, hereinafter referred to as “**HARDIN COUNTY**”;

WHEREAS, Hardin County operates a Detention Center located in Elizabethtown, KY 42701, hereinafter referred to as the “**FACILITY**”;

WHEREAS, Kellwell is a food service provider and desires to provide such service for Hardin County at the Facility;

WHEREAS, Hardin County desires Kellwell to provide such service;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

Kellwell will be the exclusive provider of food service (excluding vending machine operation) for the Facility and will provide consulting services as to administrative, dietetic, purchasing, and equipment; meal service; and personnel to prepare meals. Kellwell will comply with and provide services required herein in accordance with applicable federal, state, and local statutes, ordinances, and regulations; the American Correctional Association Standards; the Food and Nutritional Board of the National Academy Science requirements as prescribed for residents.

Food service required outside the scope of the Agreement will be provided by Kellwell upon written authorization by Hardin County and at mutually agreed upon prices for such services.

2. OPERATIONAL RESPONSIBILITIES

- a. **PREPARATION.** Hardin County shall notify Kellwell of the actual number of meals to be ordered each day as of midnight count. When such notice is not given, Kellwell will prepare the same number of meals as prepared for the previous day.

Kellwell shall ensure the preparation of meals and Facility personnel shall receive them at the Facility kitchen and transport to appropriate areas, returning the trays and support equipment to the kitchen in a timely manner.

- b. **SPACE AND EQUIPMENT.** Hardin County will, at its expense, provide Kellwell with kitchen space at the Facility, said space to be completely equipped and ready to operate, together with such heat, refrigeration, lights, ventilation, and all other utility services, including local business telephone services as may be reasonably required for performance of the requirements of this Agreement. Kellwell will be responsible for the cost of long distance telephone and computerized transmission service.

Hardin County will provide and maintain kitchen appliances and equipment; and preparation, storage, serving and holding equipment and utensils. Hardin County will provide cooking small wares and utensils, trays and eating utensils. Kitchen and serving utensils replacements will be provided by Hardin County.

- c. **SANITATION.** Kellwell will be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. Hardin County will be responsible for extermination services and the removal of trash and garbage from the designated food service area.
- d. **MAINTENANCE.** Hardin County will provide general maintenance services to include, but not limited to, gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for Hardin County owned equipment.
- e. **RESIDENT WORK PROGRAM.** Kellwell will provide work opportunities for residents designated by Hardin County for participation in the Resident Work Program. The number and type of jobs will be determined by Hardin County and Kellwell's district manager prior to the start up of service with jobs being provided, but not limited to, sanitation, food preparation and production, and storeroom functions.
- f. **CONTINGENCY PLAN.** Kellwell will submit within sixty days of commencement of services herein, a contingency plan to provide meal service in the event the area or services of the Facility cannot be used. Hardin County will use its best efforts to assist Kellwell by permitting reasonable variations in the menu cycle and method of service, as conditions may require. However, Kellwell will not be relieved of its responsibility to provide meal service under this Agreement. Additional costs, if any and if appropriately documented, incurred providing service during this time shall be reimbursed by Hardin County.

- g. **FOOD PRODUCTS AND CLEANING SUPPLIES.** Kellwell shall purchase and pay for all food products, kitchen cleaning supplies, and consumable supply inventory with these products remaining the property of Kellwell.
- h. **RETURN OF EQUIPMENT.** Kellwell shall return to Hardin County at the expiration of this Agreement the food service premises and all equipment furnished by Hardin County and Kellwell in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of Kellwell without negligence on the part of Kellwell or its employees.
- i. **LICENSE, FEES, PERMITS, AND TAXES.** Kellwell shall secure and pay all federal state and local licenses, permits and fees with may pertain to the provision of services required pursuant to this Agreement. Hardin County is tax exempt.

3. PERSONNEL

- a. **STAFFING.** Kellwell shall provide personnel to perform the services set out herein; provide a written job description to each employee which clearly delineates the duties of the job; and monitor its staff to verify performance compliance with the requirements of this Agreement. Kellwell will permit only employees who have a clear background and drug screen to perform service at the facility.
- b. **ORIENTATION.** Kellwell and Hardin County will jointly provide orientation to any Kellwell employee providing services at the Facility, prior to the employee performing with such orientation addressing at a minimum applicable Hardin County policies and procedures and security issues.
- c. **HEALTH EXAMS.** Kellwell shall cause its employees assigned to duty at the Facility to submit to periodic health exams at least as frequently and stringently as required by Kentucky statutes and will submit to Hardin County in the form of a valid food handlers certificate.
- d. **FACILITY ADMITTANCE.** Hardin County reserves the right, in its sole discretion, to deny admittance to the Facility to any Kellwell personnel after first providing Kellwell with the basis for such denial. In this event, Kellwell shall provide alternate personnel to supply services required herein.

- e. EMPLOYMENT OF STAFF. Hardin County and Kellwell agree that, without specific permission of the other party, neither party will hire a supervisory employee of the other for the period of this Agreement and twelve months thereafter.
- f. SECURITY. Hardin County will provide reasonable and adequate physical security at all times for Kellwell employees, suppliers, management and other authorized visitors.

4. PAYMENT

- a. UNIT PRICE. Pursuant to the agreed pricing schedule Hardin County shall pay Kellwell the following;

Number of Meals Served Per Meal Period	Price Per Meal
400	\$1.039
425	\$1.015
450	\$.9975
475	\$.9725
500	\$.949
525	\$.938
550	\$.925
575	\$.915
600	\$.909
625	\$.901
650	\$.893

The fiscal arrangements in this Agreement are based on conditions existing on the date Kellwell commences operations, including the Facility's resident population, the availability of resident labor, food and supply costs, Federal State and local sales and other taxes and other operations cost. In the event of a change in these conditions, either party may request a revision of the fiscal arrangements to reflect the change.

Any price increase offered at renewal time cannot exceed the Food Away From Home Index provided by the federal government on a monthly basis. Kellwell must notify Hardin County of any intention of price change no less than sixty days prior to the expiration of the yearly term of this agreement.

- b. INVOICES. Kellwell shall submit to Hardin County on the first day of every week for the preceding week an invoice for meals ordered or served, whichever is greater. Payment will be made within thirty days after receipt of an invoice. Such payment shall be sent to:

Kellwell Food Management
P O Box Z
Beattyville, KY 41311

The invoices will reflect the preceding week's food service as follows:

1. Actual number of resident meals;
2. Any Officer meals provided;
3. Actual number of staff/visitor meals; and
4. Any additional food or beverage services as required.

Kellwell shall provide Hardin County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the Facility Administrator or his designee each month.

5. EQUAL EMPLOYEMENT OPPORTUNITY

Kellwell and Hardin County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 21 and 70, marital status, or other criteria made illegal by state or federal law or county policy. In addition, Kellwell agrees to take affirmative steps to ensue that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed.

6. INDEMNIFICATION

Kellwell agrees to defend, indemnify and hold harmless Hardin County, its officers, employees, agents and servants for any and all claims for accidents or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful acts of Kellwell arising out of the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relation thereto. However, it is expressly understood that Kellwell shall not be responsible for damages caused by residents. Employees, agents and residents of Hardin County are not agents or employees of Kellwell and as such, no liability is to be incurred by Kellwell by reason of said employment and except for personal injury to such persons caused by Kellwell's negligence, Hardin County agrees to defend, indemnify and hold Kellwell harmless from any liability claim by or through such persons against Kellwell.

7. RECORDS

Kellwell agrees to retain all records and other documents related to its provision of services requires pursuant to this Agreement at its office in Beattyville for thirty-six months after termination of this Agreement and will make all records and documents available to Hardin County upon request.

8. TERM OF AGREEMENT

This term of this Agreement shall be one year. By mutual agreement, this Agreement may be renewed on a year by year basis. Time is of the essence.

9. TERMINATION

Either party may terminate this Agreement for convenience, at any time during the term, upon sixty days notice to the other party. Such notice must be sent via certified mail. In the event of termination for convenience, Hardin County will pay Kellwell those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with agreement prior to termination. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which Kellwell is engaged, or costs which can be mitigated through the sales of supplies or inventories. In the event Hardin County pays for the cost of supplies or materials obtained for use under this agreement, said supplies or material will become property of Hardin County and will be delivered to the proper Hardin County representative. Kellwell will not have continuing liability subsequent to termination under this section with the exception of accountability for materials and supplies existing at the time of termination.

10. EXTENT OF AGREEMENT

This Agreement, including Kellwell's proposal, represents the entire Agreement between Hardin County and Kellwell and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Hardin County and Kellwell.

11. CONTRACT BEGINNING AND ENDING DATE

The contract will begin on July 1, 2008 at 3:00 a.m, and end at midnight on June 30, 2009. If both parties are satisfied contract will automatically rollover.

12. INSPECTION OF KITCHEN

Before the kitchen is closed down at 8:00 p.m. the shiftleader will inspect for cleanliness. If kitchen does not pass inspection by the shiftleader, kitchen will remain open until it passes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be Signed by their duly authorized representative the day and year first above written.

KELLWELL FOOD MANAGEMENT

BY: Joseph Broadwell
61-1226992
Social Security # or Federal ID #

HARDIN COUNTY

BY: Louis Lawson
Louis Lawson, Hardin County Jailer

BY: [Signature] 6/6/08
Harry L. Berry, County Judge/Executive

Reviewed by: [Signature] 6/9/08
Hardin County Atty.