

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-072**

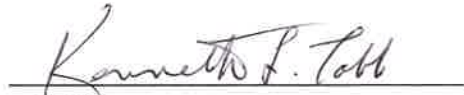
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the agreement with Kellwell Food Management as the food service provider for Hardin County Detention Center effective July 1, 2013.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 28 May 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Kenneth L. Tabb
Hardin County Clerk

**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, Kentucky 41311, hereinafter referred to as “**KELLWELL**”, and **Hardin County Detention Center**, a government agency, hereinafter referred to as “**Hardin County Detention Center**”,

WHEREAS, Hardin County Detention Center, operates a detention located at 100 Lawson Blvd., Elizabethtown Kentucky 42702, hereinafter referred to as the “**FACILITY**”;

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

WHEREAS, Hardin County Detention Center desires Kellwell to provide such service. effective July 1st 2013

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 this Agreement will be provided by Kellwell upon written authorization by Hardin County Detention Center and at mutually agreed upon prices for such services.

2. **OPERATIONAL RESPONSIBILITIES**

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

- c. **SANITATION.** Kellwell will be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. Hardin County Detention Center will be responsible for extermination services and the removal of trash and garbage from the designated food service area.
- d. **MAINTENANCE.** Hardin County Detention Center will provide general maintenance services to include, but not limited to, gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall's and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for Hardin County Detention Center owned equipment.

- e. RESIDENT WORK PROGRAM. Kellwell will provide work opportunities for residents designated by Hardin County Detention Center for participation in the Resident Work Program. The number and type of jobs will be determined by Hardin County Detention Center 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 Detention Center 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 Detention Center.
- 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 Detention Center at the expiration of this Agreement the food service premises and all equipment furnished by Hardin County Detention Center 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.
 - a. LICENSE, FEES, PERMITS, AND TAXES. Kellwell shall secure and pay all federal state and local licenses, permits and fees which may pertain to the provision of services required pursuant to this Agreement. In the event a sales or similar tax is assessed Kellwell under the terms of this Agreement, Hardin County Detention Center shall reimburse Kellwell for such tax.

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 Detention Center 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 Detention Center 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 Detention Center in the form of a valid food handler's certificate.
- d. FACILITY ADMITTANCE. Hardin County Detention Center 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 Detention Center 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 Detention Center will provide reasonable and adequate physical security at all times for Kellwell employees, suppliers, management and other authorized visitors.

4. PAYMENT

- a. UNIT PRICE. Hardin County Detention Center shall pay Kellwell the agreed upon price. 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 operation costs. 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 government on a monthly basis. Kellwell must notify Hardin County Detention Center of any intention of price change no less than sixty days prior to the expiration of the yearly term of the this agreement.

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

- c. PRICING:
1- see attached price sheet

5. **EQUAL EMPLOYEMENT OPPORTUNITY**

Kellwell and Hardin County Detention Center 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 18 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 Detention Center, 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.

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 Detention Center upon request.

TERM OF AGREEMENT

This term of this Agreement shall be three 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 thirty days notice to the other party. Such notice must be sent via certified mail. In the event of termination for convenience, Hardin County Detention Center 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 Detention Center pays for the cost of supplies or materials obtained for use under this agreement, said supplies or material will become property of Hardin County Detention Center and will be delivered to the proper Hardin County Detention Center 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 Detention Center 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 Detention Center and Kellwell.

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: _____

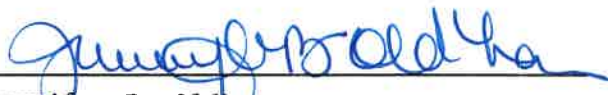
61-1226992

Social Security # or Federal ID #

Hardin County Detention Center

By: _____

Reviewed by _____


Jennifer B. Oldham
Hardin County Attorney



*Hardin County Detention Center
100 Lawson Blvd.
Elizabethtown Ky. 42701*

Jailer: Danny Allen

Dear Mr. Allen

We are approaching our anniversary at your facility and I would like to express my gratitude for working with us at your facility. After our conversation on the changes you would like to see on your menu Kellwell is pleased to be able to accommodate any and all of your needs. Kellwell is asking for a 4.5% increase for the next fiscal year. See below the following table:

Again Thank You for your business and we look forward to working with you in the years to follow.

The increase will take effect July 1, 2013

<i>OLD PRICE</i>	<i># OF MEALS SERVED</i>	<i>NEW PRICE</i>
<i>.9325</i>	<i>475</i>	<i>\$.975</i>
<i>.909</i>	<i>500</i>	<i>\$.950</i>
<i>.898</i>	<i>525</i>	<i>\$.938</i>
<i>.885</i>	<i>550</i>	<i>\$.925</i>
<i>.875</i>	<i>575</i>	<i>\$.914</i>
<i>.869</i>	<i>600</i>	<i>\$.908</i>
<i>.861</i>	<i>625</i>	<i>\$.900</i>
<i>.853</i>	<i>650</i>	<i>\$.891</i>