

**Minutes of the Grant County Fiscal Court
Meeting held on September 25, 2017**

The Grant County Fiscal Court met in Special Session on Tuesday September 25, 2017, at 5:00 P.M. at the Grant County Courthouse in Williamstown, Kentucky. The Honorable Judge/Executive Stephen Wood was out of town and in his absence Magistrate Shawna Coldiron conducted the meeting. Magistrate Jacquelyn Riley, and Magistrate Bobby Newman, were present along with Deputy Judge Pat Conrad, and Joe Taylor, Grant County Attorney.

Guests present were: Grant County Jailer, Chris Hankins, Grant County Sheriff's Deputy Mike Webster, Grant County Sheriff, Chuck Dills, and Amanda Kelly with the Grant County News.

Magistrate Coldiron called the meeting to order.

Magistrate Coldiron presented for approval to allow Judge/Executive Stephen Wood and Grant County Jailer, Chris Hankins to enter into a contract with Kellwell Foods for inmate meals and Commissary. Magistrate Riley and Coldiron pointed out that the price for the meals does not appear anywhere in the body of the contract and they would like for that to become Exhibit "A" and be a part of the actual contract. Note that exhibit "A" is the communication dated February 5, 2017, and addressed to Jailer Chris Hankins from Kellwell Foods.

Magistrate Riley also stated that she had heard thru family members of inmates in the Detention Center that the commissary was not being provided to inmates consistently even though there was enough money in those inmate accounts. She stated that she had told them that she wasn't sure of the reason behind that and it could even be that there was some disciplinary action that might account for that. Deputy Judge Conrad stated that she felt badly that the magistrates had not been able to receive the email quoting the

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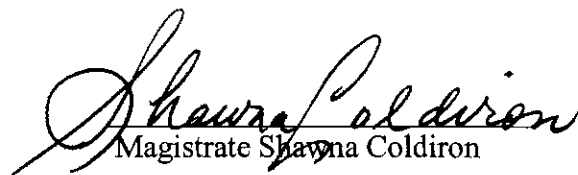
prices ahead of time. It had been sent out on Thursday, September 21, 2017, but the county had email issues and they did not receive the information until today.

Motion of Magistrate Riley, seconded by Magistrate Coldiron to allow Judge/Executive Stephen Wood and Grant County Jailer Chris Hankins to enter into a contract with Kellwell Foods for inmate meals and Commissary, contingent upon Exhibit "A" which has the actual prices on it being made a part of the contract. Magistrate Newman asked if the Department of Corrections evaluates the food service provider for the Detention Center and Jailer Chris Hankins stated that they do and that Kellwell Foods meets all of the DOC's requirements.

Magistrate Coldiron directed the clerk to call the roll, whereupon Magistrate Riley voted yes, Magistrate Coldiron voted yes, and Magistrate Newman voted No.

Magistrate Coldiron reminded the Court that the next meeting of this body will be a Special meeting and will be held on October 9, 2017, or until the call of the chair. This meeting will be held at 7:00 P.M. in the third floor courtroom of the Grant County Courthouse.

Motion of Magistrate Riley, seconded by Magistrate Coldiron, to adjourn until Monday, October 9, 2017 at 7:00 P.M., or until the call of the chair. All members present voted in the affirmative.


Magistrate Shawna Coldiron

**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 **GRANT COUNTY DETENTION CENTER**, a government agency, hereinafter referred to as "**Grant County Detention Center**";

WHEREAS, Grant County Detention Center operates a detention located at 212 Barnes Road Williamstown, KY 41097, hereinafter referred to as the "**FACILITY**";

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

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

2. OPERATIONAL RESPONSIBILITIES

- a. **PREPARATION.** Grant 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.** Grant 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.

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

- c. **SANITATION.** Kellwell will be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. Grant County Detention Center will be responsible for extermination services and the removal of trash and garbage from the designated food service area.
- d. **MAINTENANCE.** Grant 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 and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for Grant County Detention Center owned equipment.
- e. **RESIDENT WORK PROGRAM.** Kellwell will provide work opportunities for residents designated by Grant County Detention Center for participation in the Resident Work Program. The number and type of jobs will be determined by Grant 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. Grant 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

8. **TERM OF AGREEMENT**

This term of this Agreement shall be one (1) 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, Grant 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 Grant 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 Grant County Detention Center and will be delivered to the proper Grant 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 Grant 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 Grant 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 #

Grant County Detention Center

By: _____



Reviewed by _____



thirty (30) day period. After the initial year of this Agreement, either party may terminate this Agreement without cause by providing notice of said termination in writing sixty (60) days prior to the end of the current annual term. Kellwell reserves first right of refusal to match any financial offers proposed to the Client by alternate commissary service providers during the course of this Agreement.

7. CONSENT

Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

8. ASSIGNMENT

Neither Kellwell nor Client may assign or transfer this Agreement, or any part thereof, to any party other than an affiliated entity, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Kellwell's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Kellwell and Client. This Agreement supersedes all other Agreements between the parties for the provision of Kellwell's Services on the Premises.

RELIEF, its understood and acknowledged that Kellwell has invested significant cost and expense in the startup and equipment purchase and installation for the commissary operation. If the Client decides to terminate this contract any time before the initial termination time of 12 months, the client agrees to pay Kellwell for expenses incurred in opening and purchasing and installing all equipment needed at the location. These costs are evenly distributed over the 12-month contract and depreciate at the same scale. Kellwell will provide a detail list of all costs involved with purchase, installation and startup and training costs if this contract is canceled before its natural termination date.

10. NOTICES

All notices to be given under this Agreement shall be in writing and shall be delivered via US Mail, first class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party.

To Client: Grant County Detention Center
212 Barnes Road
Williamstown Kentucky, 40197

To Kellwell: Nick Walling
Kellwell Commissary Services
143 Virginia Ave
Versailles, KY 40383
(859) 509-2627

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

CLIENT

By:



Name:

Chris Hankins

Title:

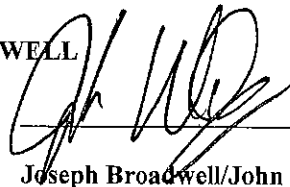
Grant County Jailer

Date:

9-27-17

KELLWELL

By:



Name:

Joseph Broadwell/John Walling

Title:

Owner/Partner

Date:

9/27/17

EXHIBIT A

FINANCIAL ARRANGEMENTS – COMMISSARY SERVICES

1. COMMISSARY SERVICES

Kellwell will operate its Commissary Services at the Premises for its own account on a profit or loss basis.

Commissary prices shall be determined by mutual consent between Kellwell and Client. However, in the event of material cost changes, whether taxes, labor, merchandise, equipment or otherwise, or in the event of an increase in the Consumer Price Index (CPI), it is agreed that Kellwell shall have the right to adjust said prices to a mutually agreed upon level to reflect said increase during the term of this Agreement. All products shall remain the property of Kellwell, with title vested in Kellwell, until sold.

2. COMMISSION RETURN TO CLIENT

Kellwell shall pay a commission of 36% (thirty six percent) of food and beverage sales and 12.5% (twelve and one half percent) of non-food/beverage sales to the Client for all net sales (gross sales exclusive of tax, credits and postage items) made by Kellwell on the Premises. Commission monies due the Client shall be deducted from Kellwell's bi-weekly commissary invoice.

3. KELLWELL'S ACCOUNTING TO CLIENT FOR COMMISSARY SERVICES

Kellwell will bill Client weekly for the commissary sales; payment to be received by Kellwell within 7(seven) business days from invoice.

END EXHIBIT A