

ord.

2009-0164

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)**

ORDINANCE NO. 09-5-8

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 8, 2009 through July 16, 2009.

WHEREAS, the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

WHEREAS, the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

WHEREAS, it is the desire of the Parish Council to approve said agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *T. J. Ouellet*

SECRETARY: *Barbara Jacob Tucker*

DLVD/PARISH PRESIDENT: *May 5, 2009*

APPROVED: *[check]* DISAPPROVED:

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: *May 6, 2009*

AT: *8:55 am* RECD BY: *[Signature]*

**ST. CHARLES PARISH COUNCIL
AND THE
ST. CHARLES PARISH SCHOOL BOARD
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of the 20th day of May 2009, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, President, duly authorized by Ordinance No. 09-5-8 dated May 4, 2009, hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney R. Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated May 20, 2009, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of Cammon Middle, E. J. Landry Alternative Center, and Luling Elementary, WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 8, 2009 through July 16, 2009, (total of 24 days) the use and control of the kitchen and cafeteria of Cammon Middle, E. J. Landry Alternative Center, and Luling Elementary. The Council shall have the use of the property for a fee of \$.10 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 15, 2009, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
 - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
 - B. Accept in the present condition and subject to any servitude above described property.
 - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.

- D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
 - E. Pay **\$7,358.12** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$14,387** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program.
 - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
 - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 8, 2009 through July 16, 2009 through the Summer Food Service Program."
 - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
 - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
 - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
 - B. Accept as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School

Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.

- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than five hundred thousand (\$500,000) dollars with a waiver of subrogation in favor of the School Board.

In connection with the aforementioned liability and automobile insurance policies and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

- 3. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
- 4. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.
- 5. **Smoking is not allowed!** Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

WITNESSES:

ST. CHARLES PARISH COUNCIL

Barbara Jane Tucker
Valerie Berthelet

V. J. St. Pierre
 V. J. St. Pierre, Parish President

ST. CHARLES PARISH SCHOOL BOARD

Priscilla Thibodeau

Stephen M. Crovetto
 Stephen M. Crovetto, Board President

5 '00-09
 Date