

Ord.

2017-0286

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. 17-9-2

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and The Fatty Shack restaurant to provide Professional Concessions Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Concessions Services are needed in order for the parish to accommodate sporting events and rental functions at said facility; and,

WHEREAS, the Parish advertised a Request for Statements of Qualifications for Concession Services; and,

WHEREAS, The Fatty Shack was the only respondent and met all qualifications; and,

WHEREAS, it is the desire of the Parish and The Fatty Shack restaurant to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and The Fatty Shack restaurant to provide Professional Concessions Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to said services.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 18th day of September, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jernell Dewitt

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9/19/17

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: 9/25/17

AT: 8:40a RECD BY: [Signature]

PROFESSIONAL CONCESSIONS SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Larry Cochran, hereinafter referred to as OWNER and THE FATTY SHACK located at 13527 River Road Ste A Luling, LA 70070, herein represented by Christian DiCarlo, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional concessions services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CONCESSIONS SERVICES

The serving of food and beverages at all concessions functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

C. SUBCONTRACTOR

A professional company that has the expertise to provide concessions services of such specifications and presentation that the CONTRACTOR does not possess.

D. CLIENT

A person and/or persons or entity who rents the Edward A. Dufresne Community Center.

2. GENERAL

A. The effective date of this Agreement shall be September 18, 2017 thru August 31, 2018. This Agreement may be extended for two additional one year periods at the option of the OWNER.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement and are made a part hereof as though copied in its entirety. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

B. Concessions services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform concessions services at the facility.

D. CONTRACTOR shall submit an annual financial statement to OWNERS.

E. Concessions services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional concessions practice.

- F. Concessions services shall be provided between the hours of 8A.M.-12 midnight for preparation and services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and concessions and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. No one under the age of eighteen (18) years can be employed under this agreement.

4. SERVICES OF THE OWNER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR for each event whereby CLIENT is requesting concession services.
- D. OWNER shall maintain its kitchen equipment in proper working order, subject to general wear- n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide all utilities, such as electricity, gas, water, and garbage pickup. This does not include telephone services, Wi-Fi services and/or computer services.
- I. OWNER reserves the right to provide concessions for its department events outside of this Agreement without notifying the CONTRACTOR.
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

Compensation for Concessions Services

- i. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain the approved in-house concessions provider and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, this contract is terminated and the yearly fee shall be pro-rated from the time of cancellation.
- ii. Commissions shall be paid by CONTRACTOR to OWNER of gross billings.
 - **Concessions Functions 12%**
- iii. CONTRACTOR shall submit a statement of GROSS BILLINGS for concessions services actually rendered for each concessions function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. For example, commissions earned in September will be due by October 20. All payments should be made payable to St. Charles Parish and delivered to the Edward A. Dufresne Community Center Coordinator 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070.

6. RECORDS

- A.** At any time during this Agreement and on occasions, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or malicious misconduct (with respect to handling funds or financial obligations), CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B.** CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

- A.** CONTRACTOR shall be responsible for any and all damages to the kitchen and/or concession area and the equipment housed in those areas. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or concession area at OWNER's discretion. CONTRACTOR will not store any food/beverages on-site. Any equipment that is damaged or not working properly should be reported immediately to the OWNER.
- B.** OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

8. TERMINATION

- A.** This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.
- B.** The following may result in termination of this Agreement at the sole discretion of the OWNER:
 - I.** A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - II.** Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - III.** Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - IV.** Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
 - V.** Other issues that cause the reputation of the facility to be harmed.
 - VI.** Failure to abide by any and all terms of this agreement.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of all parties.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated. The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR, its AGENTS, OFFICERS, EMPLOYEES, etc. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he/she will perform the services with the degree of skill and to the standard of the care required of the concessions services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

Re S. Delehoage

[Signature]

ATTEST:

Alma R. DiCarlo
[Signature]

St. Charles Parish

[Signature]

**By: Larry Cochran.
Parish President**

The Fatty Shack

Christian DiCarlo

**By: Christian DiCarlo
President**

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing professional concessions services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide concessions services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for concessions services by the CONTRACTOR, not included on the CLIENT'S original signed invoice, are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen and/or concessions for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. Grease in the fryers must be disposed of and renewed every month when in daily use. The fryers must be drained and thoroughly cleaned out at the end of Volleyball and Basketball seasons.
10. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist prior to leaving the premises. All of the CONTRACTOR'S equipment may be neatly stored in the concessions for the duration of the said function except otherwise specified by the OWNER. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the center's janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen and/or concessions clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.
11. CONTRACTOR is allowed use of the OWNER's janitorial supplies in order to cleanup spills during a function, as well as to clean the kitchen and concessions upon the completion of a function to meet the OWNER's requirements. CONTRACTOR must keep the OWNER's janitorial supplies and closet in its original state. All supplies used must be placed back in its original location. Supplies that are used in their entirety by the CONTRACTOR must be documented and provided to the OWNER. The CONTRACTOR must clean all mops and mop buckets immediately after use.
12. CONTRACTOR shall ensure that all equipment, materials and supplies for concessions functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR'S

equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or concessions. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing concessions services for a function and no time prior or following, unless predetermined by the OWNER.

- 13.** At no time should any food item(s) be left over night in the ovens and/or warmers. The CONTRACTOR will be permitted to half of the freezer and two bottom shelves of the refrigerator located in the kitchen to keep food items used for concessions during the volleyball and basketball seasons only. These items must be clearly labeled with the CONTRACTOR's business name on all four sides and top. The OWNER may require the CONTRACTOR to remove all items from the freezer and refrigerator due to a large catered function, which will be predetermined. The OWNER will provide notice to the CONTRACTOR a minimum of five days prior to said function. If items are stored in the freezer and/or concessions by the OWNER, at no time will the CONTRACTOR be permitted to use those items. In the event this occurs, payment to replace used items will be warranted without prior notice. This may result in termination of this Agreement.
- 14.** The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing concessions services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

CORPORATE RESOLUTION & AUTHORITY TO EXECUTE CONTRACT

A meeting of the Board of Directors of The Fatty Shack LLC, a corporation organized under the laws of the State of LOUISIANA and domiciled in Laglace was held this 25 day of September, 2017 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that Christian DiCarlo, owner is hereby authorized to submit proposals and execute agreements on behalf of this corporation with St. Charles Parish.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of St. Charles Parish, shall have been furnished a copy of said resolution, duly certified.

I, Perry DiCarlo, hereby certify that I am the Secretary of The Fatty Shack LLC a corporation created under the laws of the State of Louisiana domiciled in Laglace; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 25th day of September, 2017, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

2017.

This 25 day of September,

Perry DiCarlo
SECRETARY

