

# PROFESSIONAL CATERING SERVICES AGREEMENT

## EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70070, herein represented by V.J. St. Pierre, Jr., President, hereinafter referred to as OWNER and Messina's Concessions, Inc., located at 2717 Williams Boulevard, Kenner, Louisiana 70065, a Louisiana Corporation, herein represented by George Messina, President, 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 catering 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. CATERING

The serving of food and beverages at all 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. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

#### D. SUBCONTRACTOR

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

#### E. CLIENT

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

#### F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

### 2. GENERAL

A. The effective date of this Agreement shall be from April 1, 2015 thru April 1, 2016. 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 here

C. of 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.

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

E. This contract is exclusive to one of the selected approved in-house caterer, together with other caterers who are deemed qualified and capable to provide food and beverage services for the Edward A. Dufresne Community Center.

F. Approved in-house caterers used less than four times during their contracted year may be removed from the Approved Catering list.

### 3. SERVICES OF THE CONTRACTOR

#### A. GENERAL

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

B. Catering 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 catering services at the facility.

D. CONTRACTOR shall submit an annual financial statement.

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

F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for 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. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- 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 catered food 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.

#### 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 in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and 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 CONTRACTOR a maximum of ten hours of work time prior to a function between the hours of 7 A.M. -10 P.M. OWNER will allow the CONTRACTOR time outside of the said ten hours for special circumstances upon written authorization a minimum of ten days prior to the day of the function.
- I. If a function requires more tables and chairs than available, CONTRACTOR will be solely responsible for such additional equipment.
- J. OWNER is not required to provide HVAC or full lighting during setup and/or cleanup periods.
- K. 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.
- L. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- M. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

#### 5. COMPENSATION

##### A. Compensation for Catering Services

- I. A yearly fee of \$1,500.00 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 on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
- II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
  - Catered Functions 18%
  - Drop-off, "Hosted" & "Cash" Bar Functions 15%
  - Donated Goods & Services 17%

- I. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER'S commissions on or before the twentieth (20<sup>th</sup>) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

- B. All payments should be made to St. Charles Parish and mailed to 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

#### 6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting

and financial records and procedures 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 wanton misconduct or (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 held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear when used by the CONTRACTOR. If the damage(s) are questionable as to whom it was caused by; the security cameras in said area(s) will be examined to determine the responsible party. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER'S discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR'S food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

#### **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. Steering functions away from the facility.
  - III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
  - IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
  - V. 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.
  - VI. Other issues that cause the reputation of the facility to be harmed.

#### **9. SUCCESSORS AND ASSIGNS**

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

#### **10. INSURANCE**

##### **A. General Provisions**

- I. CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, his agents, representatives, employees or SUBCONTRACTORS.
- II. All insurance required by the OWNER to be purchased and maintained by CONTRACTOR. CONTRACTOR shall obtain from insurance companies currently on the U.S. Department of the

Treasury Financial Management Service list of approved insurance companies which is published annually in the Federal Register or a Louisiana domiciled insurance company authorized in the State of Louisiana with an A. M. Best's rating of no less than A-. Category VII. This rating requirement may be waived for the workers' compensation coverage.

- III. CONTRACTOR shall deliver to OWNER, with copies to each named insured and additional insured (as identified in this Article, or elsewhere in the Contract), certificates of insurance establishing that CONTRACTOR has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by OWNER or any other insured, CONTRACTOR shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.
- i. Failure of CONTRACTOR to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of OWNER or CONTRACTOR to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - ii. If CONTRACTOR has failed to obtain and maintain required insurance, OWNER may exclude the CONTRACTOR from the Site, impose an appropriate set-off against payment, and exercise OWNER'S termination rights.
  - iii. OWNER does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CONTRACTOR or CONTRACTOR'S interests.
  - iv. The insurance and insurance limits required herein shall not be deemed as a limitation on CONTRACTOR'S liability under the indemnities granted to OWNER and other individuals and entities in the Contract.
  - v. All liability insurance policies shall name the Parish of St. Charles as additional insured and all Worker's Compensation policies shall waive right of subrogation in favor of St. Charles Parish.

**B. CONTRACTOR'S Insurance**

- I. Workers' Compensation: CONTRACTOR shall purchase at his own expense and maintain workers' compensation and employer's liability insurance for:
  - claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees (by stop-gap endorsement in monopolist worker's compensation states).
  - Foreign voluntary worker compensation (if applicable).
  - The Worker's Compensation Policies must meet the Statutory Limits required by Louisiana Law.
- II. Commercial General Liability—Claims Covered: CONTRACTOR shall purchase at his own expense and maintain commercial general liability insurance, covering all operations by or on behalf of CONTRACTOR, on an occurrence basis, against:
  - claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees.
  - claims for damages insured by reasonably available personal injury liability coverage.
  - claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- III. Commercial General Liability—Form and Content: CONTRACTOR'S commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of CONTRACTOR'S contractual indemnity obligations.
  - Products Liability
  - Broad form property damage coverage.
  - Severability of interest.
  - Use of CONTRACTORS or SUBCONTRACTORS.
  - Premises-Operation.

- Personal and Advertising injury coverage.
- Additional insured endorsements that include coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

**In any event, all insurance policies shall name the Parish of St. Charles, as well as its employees and elected officials, heirs, successors, directors, employees, assigns, A.A.I.C./municipal insurance companies as additional insured.**

- Policy for Commercial General Liability (must have Products Liability):
  - a. For each occurrence/minimum limit:
    - i. \$1,000,000.00
- III. Automobile liability: CONTRACTOR shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERSHIP, maintenance, lease, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- IV. Umbrella or excess liability: CONTRACTOR may purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance.
- V. CONTRACTOR'S insurance is to include Food Poisoning endorsement where applicable.
- VI. Additional insureds: The CONTRACTOR'S commercial general liability, automobile liability, umbrella or excess, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby on a non-contributory basis. CONTRACTOR shall obtain all necessary endorsements to support these requirements.
- VII. CONTRACTOR'S professional liability insurance: CONTRACTOR will provide or furnish professional services under this Contract, then CONTRACTOR shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the contract.
  - be appropriate for the Work being performed and provide protection from claims that may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any SUBCONTRACTOR or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Contract.
- A 10 day notice of cancellation of the policy CONTRACTOR has/using to meet the insurance coverages.**
- C. Coverages
  - I. The minimum limits of liability for the insurance as required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations of the State of Louisiana:
    - i. Workers' Compensation:
      - State: Coverage A Statutory
      - Employer's Liability: Coverage B - \$250,000 each accident.
      - Waiver of subrogation in favor of Parish of St. Charles is required from Worker's Compensation Insurer.
    - ii. Comprehensive General Liability
      - Bodily Injury and property damage (combined)  
\$1,000,000 per occurrence  
\$2,000,000 annual aggregate
    - iii. Comprehensive Automobile Liability:
  - II. Bodily Injury and property damage (combined)  
\$150,000 single limit  
\$500,000 each accident

## 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. This indemnification shall apply to any employees. 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 will perform the services with the degree of skill and to the standard of the care required of the catering 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 29<sup>th</sup> Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

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:**

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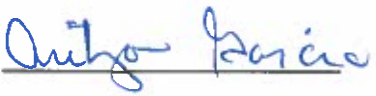
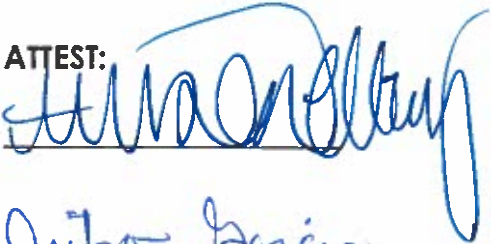
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**St. Charles Parish**

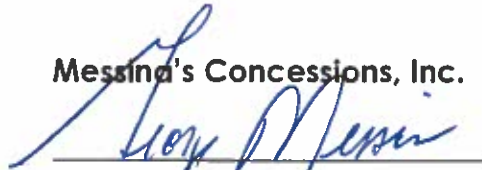


By: **V.J. St. Pierre, Jr.**  
**Parish President**

**ATTEST:**



**Messina's Concessions, Inc.**



By: **George Messina**  
**President**

# EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage 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 catering 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 food, beverage, and/or alcoholic beverages 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. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
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. CONTRACTOR is responsible for providing insurance requirements and certificates of the SUBCONTRACTOR to the OWNER and have them approved by the St. Charles Parish Risk Management Department prior to the function date.
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 shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. 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 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. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER'S designated representative(s) prior to leaving the premises. All of the CONTRACTOR'S equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. 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 centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room 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.
10. 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 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.
11. CONTRACTOR shall ensure that all equipment, materials and supplies for catered 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 storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
12. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering 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.