



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
WAGUESPACK OIL CO., INC

WHEREAS, the St. John the Baptist Parish Council approved the motion to grant administration authorization to solicit bids for 2020 Annual Fuel Requirements at the October 22, 2019 meeting; and

WHEREAS, public bids for 2020 Annual Fuel Requirements were opened and read aloud 3:00 P.M., December 3, 2019; and

WHEREAS, the St. John the Baptist Parish Council approved the motion to grant administration authorization to award the bid to **WAGUESPACK OIL CO., INC** for 2020 Annual Fuel requirements at the January 28, 2020 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into the Agreement for 2020 Annual Fuel Requirements.



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
03/03/2020 11:10AM
371478- MO

Deputy Clerk

[Handwritten signature] #82891

This **Agreement** is made and entered into on this 28th day of January, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, **PARISH** President, in accordance with the duly passed motion of the St. John the Baptist **PARISH** Council, , and **Waguespack Oil Co., Inc. 1818 Hwy 3185 PO Box 326 Thibodaux, LA 70302**, represented by Albert J Waguespack, Jr., in accordance with the certificate of authority attached hereto, hereinafter referred to as "**CONTRACTOR**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on the date stated above and will **terminate** on **December 31, 2020** unless otherwise terminated per the termination clause.

SCOPE OF SERVICES

The "Services" to be performed by the **CONTRACTOR** for the **PARISH** under this **Agreement** are set out in **Exhibit A: Statement of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Statement of Work**, the **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. All payments must be approved by and all deliverables, invoices, etc. submitted to the (Director Public Works), hereinafter called the "**Director**".

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

TAXES

The **CONTRACTOR** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **CONTRACTOR'S** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR'S** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed. The Contractor may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that Contractor shall give the **PARISH** written notice specifying the **PARISH'S** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the Contractor, and **PARISH** may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of document and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent Contractors and not as employees of the **PARISH**. **THE ST. JOHN THE BAPTIST PARISH** shall not be obliged to any person, firm or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this **Agreement**.

The **CONTRACTOR** shall be authorized to represent the **PARISH** with respect to services being performed and dealings with other agencies. The **CONTRACTOR** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **CONTRACTOR**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **PARISH** shall have the right to annul this **Agreement** without liability. This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St John the Baptist **PARISH** and any appropriate Appellate there from. **CONTRACTOR** hereby agrees and consents to personal and/or in re jurisdiction of the trial and appropriate Appellate courts.

INSURANCE

The **CONTRACTOR** shall meet or exceed the **PARISH'S** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by the **PARISH** shall remain the property of the **PARISH**, and shall be returned by **CONTRACTOR** to the **PARISH**, at **CONTRACTOR'S** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **PARISH**, and shall, upon request, be returned by **Contractor** to the **PARISH**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **PARISH** subject to approval by **St John the Baptist PARISH Council**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **PARISH**.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **PARISH** or any other state or federal funding source. If the **PARISH** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the **PARISH** President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that

year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Albert J Waguespack, Jr. Manager Waguespack Oil Co., Inc. 1818 Hwy 3185 Thibodaux, LA 70302

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **CONTRACTOR** must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

CONTRACTOR must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **CONTRACTOR** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **CONTRACTOR** must certify that neither he, nor anyone acting on behalf of the **CONTRACTOR**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **CONTRACTOR**. **CONTRACTOR** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **CONTRACTOR** in the regular course of their employment duties for **CONTRACTOR**.

CONTRACTOR further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **CONTRACTOR** must certify that it and each

individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist PARISH has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program.

CONTRACTOR must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **CONTRACTOR** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page 1 of this document.

WITNESS:



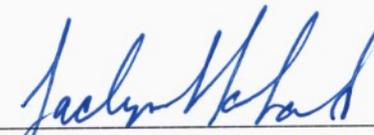
SIGNATURE

Deshanda Firmin

PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By: 
Jaclyn Hotard
Parish President

WITNESS:



SIGNATURE

Andree Waguespack

PRINT NAME

Contractor:

Waguespack Oil Co., Inc.

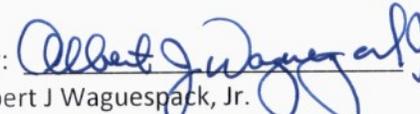
By: 
Albert J Waguespack, Jr.
Manager

Exhibit A: Scope of Services

**ST. JOHN THE BAPTIST PARISH COUNCIL
SPECIFICATIONS FOR 2020 ANNUAL FUEL REQUIREMENTS
Contract Period January 1, 2020 – December 31, 2020**

St. John the Baptist Parish Council proposes to purchase annually the following approximate quantities:

UNLEADED GASOLINE (REGULAR)(Non-Ethanol) - 60,000 GALLONS
LOW SULFUR DIESEL FUEL (ON ROAD) - 25,000 GALLONS
HIGH SULFUR DIESEL FUEL (OFF ROAD) - 40,000 GALLONS

Bids will be received by St. John the Baptist Parish Purchasing and Procurement Department in the St. John the Baptist Parish Government Complex, 1811 W. Airline Highway, LaPlace, La. 70068, at the receptionist's desk, no later than **2:45 p.m., December 3, 2019**. All bids shall be sealed and marked clearly on the outside of the envelope **"Bid - 2020 Fuel Requirements."**

Items will be awarded individually. Pricing is to be per gallon, based on markup over rack price to supplier. Only La. State Tax and UST Fee surcharges will be allowed. Terminal location and brand bid are to be indicated.

Fuel is to be delivered on a regular basis via supplier's truck, FOB delivery site to 1801 West Airline Hwy., LaPlace, LA or Hwy 18, Edgard, LA or St. John Airport, Reserve, LA and to other parish locations when required in a pre-emergency or emergency situation.

Submission of bid indicates the supplier will maintain adequate inventory and is capable of delivering fuel in needed quantities to parish locations in a pre-emergency or emergency situation and will fill orders at such times including nights, weekends and holidays.

Regular deliveries are to be made Monday through Friday between 7:00 AM and 3:00 PM. Miscellaneous emergency*, night, weekend, and holiday deliveries, if required, will be handled as exceptions. * When no "State-of-emergency" has been declared.

Billing is to be submitted monthly. Evidence of actual rack price on day of delivery is to be furnished with each invoice.

EXHIBIT B
Pricing Schedule

PAYMENTS:

All payments invoices are to be submitted monthly and include Evidence of actual rack price on day of delivery is to be furnished with each invoice. Invoices will be approved by the **Director of Purchasing or designee**, hereinafter called the **"Director"**.

BID NAME
2020 Fuel Requirements
Total number of Bids: 5
Bid Opening: December 3,2019 3:00 PM



ST JOHN THE BAPTIST PARISH GOVERNMENT

1801 West Airline Highway, LaPlace, Louisiana 70068

Phone: 985-652-6569 Fax: 985-652-4131

www.sjbparish.com

NOTE: Prices are the markup over the current rack price

VENDOR	ADDRESS	Regular Unleaded	Low Sulfur Diesel	High Sulfur Diesel
Waguespack Oil Co., Inc.	1818 Hwy 3185 P.O. Box 326 Thibodaux, LA 70302	.0875	.1075	.1075
Siarc, Inc.	P.O. Box 1330 Laplace, LA 70069	.0934	.0934	.0934
Gaubert Oil Co. Inc.	1201 St Patrick Street Thibodaux, LA 70301	.089	.091	.091
Roland J. Robert Distr., Inc.	5423 Highway 44 Gonzales, LA 70737	.1149	.1149	.1149
Lavigne Oil Company	11203 Proverbs Ave Baton Rouge, LA 70816	.0899	.0899	.0899

EXHIBIT C
Insurance Requirements

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Contractor's** Protective Liability (if Contractor is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

CORPORATE RESOLUTION

A meeting of the Board of Directors of Waguespack Oil Co Inc
A corporation organized under the laws of the State of Louisiana
And domiciled in Louisiana was held this 6 day of February 2020 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 Albert J Waguespack Jr is hereby authorized to submit bid
proposals and execute agreements on behalf of this corporation with **St. John the Baptist Parish**
to conduct business and/or perform services for **St. John the Baptist 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 Agency of St. John the Baptist Parish, shall have been furnished
a copy of said resolution, duly certified.

I, Andree Waguespack hereby certify that I am the Secretary of
Waguespack Oil Co Inc a corporation created under the laws of the State of
Louisiana domiciled in Louisiana; 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 called and held on the 6 day of February 2020, as said resolution appears
of record in the Official minutes of the Board of Directors in my possession this 6
day of February 2020.

Andree Waguespack
Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

January 29th, 2020

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Hotard:

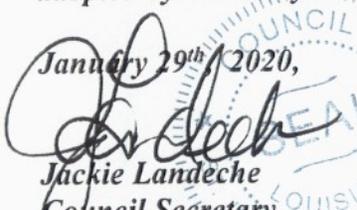
Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, January 28th, 2020.

“Councilwoman Duhe-Griffin moved and Councilwoman Houston seconded the motion to grant administration authorization to amend the 2020 Annual Fuel Requirements bid award letter to Waguespack Oil Co., Inc. The motion passed unanimously.”

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28th day of January 2020.

January 29th, 2020,


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

