

AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of _____ (the "Effective Date") by and between **CITY OF SMYRNA, GA**, with an address of 2800 King Street, Smyrna, GA 30080 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

WHEREAS, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by OMNIA Partners utilizing as a lead agency the City of Fort Worth Texas (AKA the City of Fort Worth Contract # **53315**) (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

WHEREAS, the parties desire to execute this Acknowledgment and add new items as set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

- 1. ADHERENCE TO AGREEMENT TERMS.** Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment.
- 2. TERM AND AUTOMATIC RENEWAL.** The Term of this Agreement is for one (1) year beginning January 1st 2024.. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues utilizes Mansfield’s services and placing orders for Petroleum Products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall automatically renew in continuous one (1) year term periods.
- 2. PRICING.** Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the parties via amendment from time to time.
- 3. NOTICES.** All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Smyrna
 2800 King Street
 Smyrna, GA 30080
 Attn: Kelly Brown, Purchasing Manager with a copy to same address, Attn: City Clerk's Office

Mansfield:
 Mansfield Oil Company of Gainesville, Inc.
 1025 Airport Parkway SW
 Gainesville, GA 30501
 Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

APPROVED

Per the City of Smyrna
Mayor and Council
Official Meeting Minutes

Date: _____

SCANNED

BY: _____ Date: _____

4. **ENTIRE AGREEMENT.** This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

CITY OF SMYRNA, GA

**MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Execution Date: _____

Execution Date: _____

ATTEST:



Heather K. Peacon-Corn, City Clerk

****By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by OMNIA Partners). Such agreement can be found at the following link/web address: [Mansfield Cooperative Contract | Contract Documentation \(omniapartners.com\)](http://Mansfield Cooperative Contract | Contract Documentation (omniapartners.com))**

SCHEDULE A - CUSTOMER PRICING

- Product (exclusive of any applicable taxes)

Diesel

- Tank Truck Diesel: OPIS Atlanta, GA Average $-\$.0075$ per gallon

Unleaded E10 Gasoline

- Tank Truck Gasoline: OPIS Atlanta, GA Average $-\$.0094$ per gallon

Additive Fee: \$Cost

- Freight Charges (freight charges are a pass through under the OMNIA contract)

Estimated Weighted Average Freight

- Tank Truck Diesel: $\$.0347$ per gallon
- Tank Truck Gasoline: $\$.0306$ per gallon

Pump Fee: \$Cost

Split Fee: \$Cost

Min Freight: \$Cost

Demurrage at Customer Site: \$Cost