

**CONTRACT FOR  
SUPPLY OF GASOLINE AND DIESEL FUEL  
FOR PURCHASE BY FUEL CARDS**

**Between  
MFA PETROLEUM COMPANY  
And  
CITY OF COLUMBIA, MISSOURI**

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and MFA Petroleum Company (hereinafter "Contractor"), a corporation, with the authority to transact business within the State of Missouri and whose address is 1 Ray Young Drive, Columbia, Missouri 65203, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for gasoline and diesel fuel for purchase as needed;

WHEREAS, Contractor is engaged in the business of selling gasoline and diesel fuels (the "Product");

WHEREAS, City desires to purchase Product from Contractor at Contractor's gas station and convenience stores doing business as "Break Time" and Contractor's unattended Petro-24 fueling stations in the State of Missouri (the "Facilities");

WHEREAS, Contractor agrees to provide City with fuel cards to be used by City to purchase Product from the Facilities (the "Cards"); and

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **PRICING AND PAYMENTS**

1.1. **Fuel Purchase Cards.** Contractor agrees to provide City with fuel cards to be used by City to purchase Product from the Facilities (the "Cards"). The Parties agree that Contractor shall not be liable to City for any damages in the event Contractor is unable to supply and/or to sell Product to the City for any reason, and under no circumstances shall Contractor be liable to City for a Contractor's failure to sell Product to City during the term of this Agreement.

(a) **Card Use.** The Parties acknowledge and agree that the Cards issued by Contractor to City can only be used by City for the purchase of Product from the pump and fuel dispensers at the Facilities, and not for the purchase of

merchandise, food, or beverages, and further, that prior to using such Cards at the Facilities to purchase Product, the individual utilizing a Card must enter his or her City "driver identification number" and the odometer reading of the vehicle her or she is purchasing Product for prior to each transaction.

- (b) **Purchase of Product.** Subject to the terms and provisions of this Agreement, City hereby agrees to purchase on a non-exclusive basis Product from Seller.

- 1.2. **Pricing.** City shall pay for the Product at the price of \$0.008 per gallon more than the OPIS Net Average price of the Product in the region where the Facilities are located (as determined by Contractor in its sole and absolute discretion), plus carrier transportation freight at the rate of \$0.045 per gallon and all applicable taxes and fees for such Product. The OPIS Net Average price will be variable and determined by Contractor. For purposes of this Agreement, OPIS shall mean the price-reporting agency which provides information that is used for commercial contracts related to petroleum, gasoline, diesel, ethanol, biodiesel, LP-gas, jet fuel, crude, natural gas, petrochemicals, recycled plastics, refinery feedstocks, residual fuel, and kerosene, and related products. For purposes of this Agreement, OPIS Net Average price shall mean the average price of the Product in the region where the Facilities are located. In the event the OPIS ceases to exist and publish prices for the Products, Contractor shall be entitled to select such other price reporting agency as Contractor determines most closely resembles the purpose and intent of the OPIS Net Average price for purposes of calculating the price to be paid by the City for Product hereunder.

### 1.3. **Billing and Receipts**

- (a) **Billing.** Contractor will invoice the City in writing at the end of each month for all Product purchased by the City.
- (b) **Payments.** City agrees to pay all amounts of the monthly invoices within thirty (30) days of receipt of an invoice. If an amount of invoice is contested, then City shall notify Contractor in writing within fifteen (15) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the default. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative. In the event that the parties cannot come to a mutual agreement, Contractor shall be permitted to terminate this Agreement upon thirty (30) days advance written notice to City and file suit to collect the disputed amounts. City's obligation hereunder shall survive termination of this Agreement.

(c) *Invoices.* All invoices shall be LEGIBLE and submitted to:

AccountsPayable@como.gov

or

City of Columbia  
Finance/Accounts Payable Division  
PO Box 7236

(d) *Unpaid Amounts.* Unpaid amounts are subject to finance charges. If an invoice is not paid when due, a finance charge shall accrue at the rate of three percent (3%) per annum on the unpaid principal balance (but not in excess of the maximum rate allowed by the laws of the State of Missouri). Any payments made by City shall be first applied the longest past due invoice, if any. Any payments received by Contractor may, as Contractor's option, be first applied to cost of collection activities, then to unpaid finance charges, and then to principal balances solely at Contractor's discretion.

## 2. RESPONSIBILITIES

- 2.1. **Quantity.** During the Initial Term, and each Extension Term, City must purchase at least 300,000 gallons of Product pursuant to the terms of this Agreement. This is a time and volume agreement, whichever comes last, and, at the option of Contractor, if at the end of the Initial Term the City has only acquired 300,000 gallons of Product from Contractor under this Agreement and the either timely notified the other Party that it does not desire to extend the term of this Agreement for the upcoming Extended Term, the Term shall be extended for a period of time until City has acquired an at least 300,000 gallons of Product from Contractor pursuant to the terms of this Agreement,
- 2.2. **Warranty on Quality.** Contractor warrants the following with respect to the fuel provided under this Agreement: (1) fuel shall be of merchantable quality and condition.
- 2.3. **Video/Surveillance.** If City disputes a purchase of Product from a Facility, City shall give notice of the same within ten (10) of City's receipt of the invoice in which such disputed purchase is included, and thereafter, Contractor will preserve, retain and provide to City within thirty (30) days of such request, the video surveillance of such disputed transaction if available and in Contractor's possession.

## 3. TERM AND TERMINATION

- 3.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms (each, an "Extension Term")

on the same terms and conditions set forth herein unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement, at which point the Agreement shall terminate at the end of such Initial Term or then current Extension Term.

- 3.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within thirty (30) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt.

#### 4. INSURANCE

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

A. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

B. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

C. Contractor may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy and/or Contractor may self-insure its insurance obligations herein. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

D. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain.

E. Unless self-insured, a certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within ten (10) business days. The City reserves the right to request a copy of the policy.

F. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

G. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

H. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

## 5. MISCELLANEOUS

5.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.

5.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

5.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

- 5.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- 5.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 5.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY: City of Columbia, MO Finance Department ATTN: Purchasing Agent P.O. Box 6015 Columbia, MO 65205 – 6015	IF TO CONTRACTOR: MFA Petroleum 1 Ray Young Drive Columbia, Missouri 65203
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Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 5.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 5.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- 5.9. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded by this Agreement.
- 5.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: **CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CONTRACTOR: **MFA PETROLEUM COMPANY**

By: Jennifer Bach

Printed  
Name: Jennifer Bach

Title: VP of Break Time Operations

Date: 7/16/2025

ATTEST:

By: Imelda Cooper

Title: CHRO