

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: First Amendment to Fuel Supply Agreement

DATE: 10/17/22

☒ **RECOMMENDATION**
☐ **POLICY DISCUSSION**
☐ **STATUS REPORT**
☐ **OTHER**

BUDGET INFORMATION:

ANNUAL- \$0
CAPITAL- \$0

COMMISSION ACTION REQUESTED ON:

PURPOSE: To renew the existing fuel contract between HCBOC and World Fuel Services.

BACKGROUND / HISTORY: The prior fueling contract that HCBOC has in place with World Fuel expired months ago. This contract has provisions to renew if both parties agree, with a 90 day termination clause.

FACTS AND ISSUES: As a part of this agreement, World Fuel has taken extraordinary measures to service our account. This includes providing free training to new personnel, upgrading point of sale equipment at no cost to the County, and providing a zero lease 'loaner' fuel truck to the Airport.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to accept the renewal agreement for fuel services between the Habersham County Board of Commissioners and World Fuel Services.

DEPARTMENT: Airport

Prepared by: Will Regan

Director: _Will Regan

ADMINISTRATIVE

COMMENTS: _____

DATE: _____

County Manager



FIRST AMENDMENT TO FUEL SUPPLY AGREEMENT

This **FIRST AMENDMENT TO FUEL SUPPLY AGREEMENT** dated as of the 1st day of October, 2022 (the "Amendment") to the Fuel Supply Agreement, dated April 1, 2019 (the "Agreement") by and between **WORLD FUEL SERVICES, INC.** on its behalf and on behalf of its Affiliates (collectively "Seller") and **HABERSHAM COUNTY BOARD OF COMMISSIONERS** ("Customer"). To the extent that there are any conflicts or ambiguities between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

RECITALS

WHEREAS, Seller and Customer entered into the Agreement with respect to Seller's sale and delivery of aviation fuel to Customer; and

WHEREAS, Seller and Customer desire to amend the Agreement in the manner and to the extent set forth herein.

NOW, THEREFORE, in consideration of the agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Agreement.

a. Section 2. Duration and Renewal. Section 2 is hereby amended as follows:

At the end of Section 2, the following is to be added: This Agreement shall automatically extend upon expiration of the Initial Term, for a one-year term starting on October 1, 2022 with two (2) subsequent one (1) year terms (the "Renewal Term Extension"). This Agreement shall automatically renew for subsequent annual periods (each, a "Subsequent Term" and with the Initial Term, and the Renewal Term Extension, the "Term") unless terminated by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Renewal Term Extension or applicable Subsequent Term.

b. Section 19. Allowances. Section 19 is added to the Agreement as follows:

For so long as Customer is not in breach of this Agreement, Seller shall provide AvPos credit card processing software free of charge for the Renewal Term Extension.

2. Effectiveness. This Amendment shall be effective on the date above first written.

3. Ratification. All of the terms, covenants, conditions, provisions and agreements contained in the Agreement shall remain in full force and effect as if the same had been set forth in full, except as herein otherwise expressly provided or modified.

4. Binding Agreement. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto, their respective legal representatives, successors and assigns.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

WORLD FUEL SERVICES, INC.

**HABERSHAM COUNTY BOARD
OF COMMISSIONERS**

By: _____

Steve Drzymalla
SVP, Business Aviation

By: _____

Printed Name and Title