

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Phillips 66 Branding Agreement

DATE: 10/25/23

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

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

COMMISSION ACTION REQUESTED ON: 11/20/23

PURPOSE: To request ratification of the renewal of a branding agreement with World Fuel Services for the Phillips 66 Brand.

BACKGROUND / HISTORY: The current branding agreement with World Fuel Services for the Phillips 66 Brand expired on October 31, 2023. The Airport Commission and Interim Airport Manager are recommending renewal of this agreement to the Board of Commissioners (BOC). Due to the expiration of the previous agreement and to ensure uninterrupted services to airport patrons, County Clerk Brandalin Carnes requested BOC Chairman Ty Akins to preemptively sign the agreement until final approval could be sought by the full body of the BOC. This branding agreement allows the airport to accept a variety of Phillips 66's fuel cards that are used by airport customers for fuel purchases. Having this agreement in place also allows the airport to accept these cards at a discounted merchant rate. This Phillips 66 branding agreement with World Fuel Services was established when the airport first entered into a fuel service agreement with World Fuel. The effective date of this agreement is retroactive to November 1, 2023. This is the second year of an initial term of term of three (3) years with the option to renew for two (2) subsequent one (1) year periods.

FACTS AND ISSUES:

- a. The current Phillips 66 branding agreement with World Fuel Services expired on October 31, 2023.
 - b. The Airport Commission and Interim Airport Manager are recommending the Board of Commissioners renew the Phillips 66 branding agreement with World Fuel Services.
 - c. This Phillips 66 branding agreement with World Fuel Services allows the airport to accept a variety of Phillips 66's fuel cards at a discounted merchant rate.
 - d. Not having this branding agreement would limit the types of cards that could be accepted from airport patrons for fuel payments.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve ratification of the Phillips 66 branding agreement with World Fuel Services as signed by Chairman Akins.

DEPARTMENT: Airport

Prepared by: Josh Hall

Director: _____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager



BRANDING AGREEMENT
(PHILLIPS 66® BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of November, 2023, by and between HABERSHAM COUNTY BOARD OF COMMISSIONERS, a Georgia municipal corporation ("Customer") located at 130 Jacob's Way, Clarkesville, GA 30523 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, Habersham County Board of Commissioners ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated November 1, 2023 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Phillips 66 Company may, as each deems appropriate, including through the use of third-party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). All transactions shall be processed: (a) on point-of-sale devices and web-enabled processing solutions or platforms, including, without limitation, Electronic Point of Sale ("EPOS") devices that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Branding Agreement refers to Phillips 66 Company as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "Seller" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

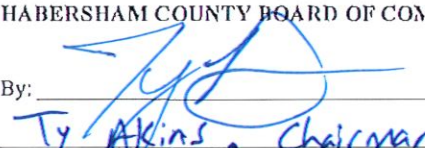
WORLD FUEL SERVICES, INC.

By: _____

Christine S. Coombs
Sr. Director, Finance

HABERSHAM COUNTY BOARD OF COMMISSIONERS

By: _____


Ty Akins, Chairman
Printed Name and Title