

**RESOLUTION 2020-023**

**PASSED: MARCH 9, 2020**

**AUTHORIZING AN 18-MONTH EXTENSION TO THE FUEL SUPPLY AGREEMENT WITH WORLD FUEL SERVICES FROM JUNE 29, 2020 TO DECEMBER 31, 2021.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** That the Mayor of the City of DeKalb be authorized and directed to extend an Fuel Supply/Branding Agreement with World Fuel Services - Ascent Aviation Group, Inc. for the purpose of supplying branded aviation fuels and services to the DeKalb Taylor Municipal Airport for a period of 18-months, substantially in the form attached hereto, subject to amendments as shall be acceptable to him upon the advice of the City Staff.

**SECTION 2:** The City Clerk or Executive Assistant of the City of DeKalb, Illinois is authorized and directed to attest the Mayor's signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9<sup>th</sup> day of March 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant

  
JERRY SMITH, Mayor





FIRST AMENDMENT TO FUEL SUPPLY AGREEMENT

THIS AMENDMENT dated as of the 24th day of February, 2020 to the Fuel Supply Agreement, dated July 1, 2017 (the "Agreement") by and between WORLD FUEL SERVICES, INC. on its behalf and on behalf of its Affiliates (collectively "Seller") and CITY OF DEKALB ("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 of the Agreement is hereby amended as follows:

The reference to "three (3)" is deleted and replaced with "four (4) years and six (6) months".

- 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.

By:

Steve Drzymalla
SVP, Business Aviation

CITY OF DEKALB

By:

George Smith, Mayor
Printed Name and Title