

A Resolution

NO. _____

AUTHORIZING EXECUTION OF A LICENSE AGREEMENT WITH ALLIANCE AIR MANAGEMENT, LTD. OR AN AFFILIATED ENTITY FOR TEMPORARY USE OF THE FUEL FARM AT THE AFW MAINTENANCE FACILITY ADJACENT TO FORT WORTH ALLIANCE AIRPORT

WHEREAS, under City Secretary Contract No. 20060, as amended and assigned, Alliance Air Management, Ltd. (“Airport Manager”) currently manages Fort Worth Alliance Airport (the “Airport”) and serves as the Airport’s Fixed Base Operator, providing, among things, fueling services for aircraft using the Airport; and

WHEREAS, the City owns the AFW maintenance facility property (formerly the American Airlines maintenance facility) (the “AFW Maintenance Facility”), which is immediately adjacent to the Airport and which has airside access to and from the Airport; and

WHEREAS, the Airport Manager wishes to contract with the U.S. Air Force to provide significant fueling services from approximately April 19th until May 3, 2015 (the “Fueling Operations”); and

WHEREAS, it is anticipated that the Fueling Operations will require more capacity for aircraft fuel than the fuel farm at the Airport alone can provide; and

WHEREAS, the Airport Manager has requested that the City allow it to use the fuel farm at the AFW Maintenance Facility in order to store additional fuel and to provide adjunct fueling services in order to fulfill the Fueling Operations; and

WHEREAS, the City is willing to grant the Airport Manager a license for use of the fuel farm at the AFW Maintenance Facility for this purpose, subject to the terms and conditions set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:

THAT the City Manager is hereby authorized to execute a license agreement with the Airport Manager for use of the fuel farm at the AFW Maintenance Facility in



order to store fuel and to provide fueling services in order to fulfill the Fueling Operations, under the following conditions:

- The term will commence April 19, 2015 and expire May 3, 2015;
- The Airport Manager will pay the City a license fee equal to 15% of net revenue from Fueling Operations, regardless of whether those Fueling Operations occur on the Airport or on the AFW Maintenance Facility property.
- The Airport Manager may not assign the license agreement to any entity other than an affiliate.
- The Airport Manager will fully indemnify and defend the City and any tenants or other authorized persons on the AFW Maintenance Facility property (other than AFWM Services, LLC; AT Fuel Services, LLC; and any other entities affiliated with them or the Airport Manager) from and against any and all damages resulting from the Fueling Operations on such property, except to the extent that such damages are caused by the gross negligence of the City or such tenants or other authorized persons;
- The Airport Manager will provide liability, environmental, pollution and such other insurance coverage that is satisfactory to the City's Risk Manager, with such policies endorsed to name the City and any tenants at the AFW Maintenance Facility as additional insureds; and
- The City Manager or his authorized designee will have the right to require any other terms and conditions under the license agreement that the City Manager or his designee deems necessary and appropriate under the circumstances.

Adopted this 14th day of April, 2015.

ATTEST:

By: _____
Mary Kayser, City Secretary

