



**SECOND AMENDMENT TO THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN BROWARD COUNTY AND AIR-TRANSPORT IT SERVICES, INC
(RFP NO.: 20070514-O-AV-01)**

This Second Amendment ("Second Amendment") to the Software License and Maintenance Agreement Between Broward County and Air-Transport IT Services, Inc. (Request for Proposal RFP No.: 20070514-O-AV-01), dated December 1, 2009 (as amended, the "License Agreement") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Amadeus IT Group SA, a foreign corporation with principal offices located in Madrid, Spain, as successor to Air-Transport IT Services, Inc. ("Contractor"). County and Contractor may collectively be referred to as the "Parties."

A. On December 1, 2009, the Parties concurrently entered into the License Agreement and a separate System and Services Agreement ("Systems Agreement") pursuant to which Contractor agreed to provide County with an Airport Information Management System and to maintain same. The License Agreement was amended by the Parties through the First Amendment, dated April 3, 2012.

B. The License Agreement provides for AIMS Maintenance Services for 15 months after Critical Cut-Over, and then for up to nine (9) additional year; the License Agreement further provides for VRC Maintenance Services on an annual basis for the same time period as the AIMS Maintenance Services. Critical Cut-Over occurred on April 1, 2011, so the License Agreement provides maintenance services up to and including June 30, 2021.

C. County seeks to increase the amount of funds available for Optional Services and Additional or Replacement Goods under the License Agreement from the original amount of \$500,000 (of which \$499,000 has been authorized to date) to a new total of \$3,000,000 to allow for purchase of additional hardware and software and related services, for an increase of \$2,500,000, and to amend certain other provisions of the License Agreement.

D. On or about April 23, 2017, the Air-Transport IT Services, Inc., including all of its rights and obligations under the License Agreement, was acquired by Amadeus IT Group SA, a foreign corporation with principal offices located in Madrid, Spain.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Except as expressly modified herein, all terms and conditions of the License Agreement remain in full force and effect. Amendments made to the License Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.
2. All references to Contractor or Air-Transport IT Services, Inc. in the License Agreement or the Systems Agreement shall be deemed to refer to Amadeus IT Group SA, which entity has fully

assumed all rights and obligations of Air-Transport IT Services, Inc. under the License Agreement and Systems Agreement.

3. Article 5 of the License Agreement is amended to add Section 5.5 as follows (bold/underlining omitted):

5.5 To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Contractor to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA SCOTT AT (954) 359-6166,

ASCOTT@BROWARD.ORG.

4. Section 8.2.1, Commencement of AIMS Maintenance Services and VRC Maintenance Services, is hereby amended as follows:

8.2.1 Fifteen months of AIMS Maintenance Services as described in Exhibit A (the "Initial Term"), commencing upon Critical Cut-over, is included in the License for no additional fee, and is included in the Contractor's warranty. After the Initial Term, Contractor agrees to offer AIMS Maintenance Services to County as provided in this License Agreement, as amended, and in Exhibit A hereto, on an annual renewal basis. Contractor agrees to provide up to nine (9) additional years of AIMS Maintenance Services under this License Agreement (each such annual period being called a "Maintenance Term"), with the first such Maintenance Term ("First Maintenance Fee Term") commencing on the first day after the expiration of the Initial Term.

5. Section 8.3.3, Maintenance Service Fee, of the Agreement is hereby amended as follows:

8.3.3 **Maintenance Service Fee.** Following the Initial Term an annual Maintenance Service Fee (the "Maintenance Service Fee") shall be payable for nine, one year options.

(a)

* * *

(c) **The County may increase or decrease the number of on-site full-time service technicians provided by Contractor pursuant to Exhibit A, Section 1, "Personnel Requirements," upon at least thirty (30) days' prior written notice to Contractor. The Maintenance Services Fee shall be adjusted accordingly as set forth in Exhibit A, Section 1.**

6. Section 8.3.11, Work Authorizations, is hereby amended as follows:

8.3.10 **Additional Equipment and Other Goods.** Subject to funds being available in the County's budget for the purchase of same, the County may purchase additional equipment, or replacement parts, or other Goods from the Contractor from time to time. Any such purchases shall be pursuant to the provisions hereof and must be authorized pursuant to a Work Authorization in accordance with Article 9 **to the extent the purchase includes software or services, or, for goods expressly identified in Exhibit E (Master Price List) at the price set forth therein, such purchases may be affected through a purchase order. Any additional software or goods acquired by County under this Agreement shall be automatically included in the Components to be Supported set forth in Exhibits B and B-1 and the applicable Support and Maintenance Fee (including any adjustment**

thereto agreed to by the Parties in writing), unless otherwise expressly agreed by the Parties in the applicable Work Authorization.

7. Section 8.3.11, Work Authorizations, is hereby amended as follows:

8.3.11 Work Authorizations. Subject to funds being available in the County's budget for the payment of same, from time to time the County may request pursuant to a Work Authorization, in accordance with Article 9 hereof, that the Contractor provide optional Services that are not covered under the Maintenance Services and VRC Maintenance Services described in **Exhibit A** and **Exhibit A.1**, which request shall not be unreasonably denied by Contractor. If any such optional Services are provided by the Contractor, then Contractor's charges for labor relating to such Services shall be in accordance with **Exhibit D or as agreed by the Parties in the applicable Work Authorization**. Optional Services requested under a Work Authorization may include, but not be limited to, consulting and programming Services for customization and/or enhancements to the System. Where the programming to be provided by Contractor is for custom Software, Contractor will also provide (i) the source code for such programming to be held in escrow pursuant to the terms of the Escrow Agreement, if applicable, provided pursuant to Section 4.6 hereof, and (ii) since the County will incur labor charges for such custom Software, there will be no license fee charged to County for such custom Software.

8. Section 9.1 of the License Agreement is amended as follows:

9.1 Total Work Authorizations under this License Agreement shall not exceed ~~Five Hundred Thousand Dollars (\$500,000)~~ Three Million Dollars (\$3,000,000). Optional Services, additional or replacement Goods, or expenses with respect thereto, may be authorized in the sole discretion of the County, as provided in this Article 9.

* * *

9. Section 1 of Exhibit A, Personnel Requirements, is hereby amended as follows:

1. PERSONNEL REQUIREMENTS

The CONTRACTOR shall provide on-site technicians to allow for immediate response to emergency service requests during standard operational hours (4:00 AM to 12:00 AM) all days of the week. The CONTRACTOR shall provide a minimum of four (4) full-time on-site service technicians who shall split their individual on-site work shifts to overlap during the midday hours. The CONTRACTOR shall also supply an overall system administrator that is on-site during the standard working hours of 8:00 AM to 5:00 PM Monday through Friday. **The County may increase or decrease the number of on-site full-time service technicians at its sole discretion upon 30 days' written notice to Contractor. In addition, at County's request which shall be documented by separate written Notice to Proceed, Contractor will provide Level 1 VOIP support during standard operational hours all days of the week.**

* * *

The minimum number of personnel required is based on the quantities and systems described in this contract. In the event the County increases the quantities of devices or systems to be covered, the CONTRACTOR shall propose adequate support personnel and associated costs to provide the same level of support described. **In the event the County elects to decrease or increase the number of full-time on-site service technicians, the Maintenance Services Fee shall be adjusted, pro rata, based upon the rate of \$106,080/annually for each full-time on-site service technician. If County elects to request VOIP Level 1 Support, the Maintenance Services Fee shall be adjusted, pro rata, based upon the rate of \$85,000/annually.** The County reserves the right to provide support for any additional devices or systems directly or under separate contract with others.

10. Exhibit D, Rates and Fees to be Charged by Contractor/Subcontractors, of the License Agreement is replaced in its entirety as follows (bold and underline omitted):

REF #	SYSTEM OR OPTIONS	QTY	UNIT	UNIT COST	EXTENDED COST
LABOR RATES					
Contractor (AirIT)					
1	AirIT Software Engineer	1	HR	100	100
2	AirIT Sr. Software Engineer	1	HR	120	120
3	AirIT Software Engineering Manager	1	HR	140	140
4	AirIT System Engineer	1	HR	100	100
5	AirIT Sr. System Engineer	1	HR	120	120
6	AirIT System Engineering Manager	1	HR	140	140
7	AirIT Solution Engineer	1	HR	100	100
8	AirIT Sr. Solution Engineer	1	HR	120	120
9	AirIT Solution Manager	1	HR	140	140
10	AirIT Project / Program / Consulting Manager	1	HR	150	150
11	Network Engineer	1	HR	150	150
12	Field Engineer	1	HR	51	51
13	VRC Camera Maintenance (Break/Fix)	1	HR	150	150

Subcontractor (Dato Electric, Searidge Consulting, Foxstream Consulting)					
14	Dato Electric Electrician	1	HR	98	98
15	Dato Electric Installation Labor	1	HR	78	78
18	Searidge Consulting (Project management, development, implementation, and testing, inclusive of travel)	1	1 Engineer for one week block (40 hours)	10,625	10,625
19	Foxstream Consulting Queue Measurement	1	Per camera	1115	1115
	Foxstream Consulting Passenger Flow Monitoring			990	990

11. Exhibit E, Master Price List, of the License Agreement is replaced in its entirety as follows (bold and underline omitted):

UNIT PRICES (incl. all cost assoc. w/ Delivery excluding taxes)				
Ref.	Systems or Option	Unit	Cost/Unit	Extended Cost
1.	17" LCD	EA	875	875
2.	20" LCD	EA	1,563	1,563
3.	32" LCD	EA	1,213	1,213
4.	40" LCD	EA	1,625	1,625
5.	46" LCD	EA	5,436	5,436
6.	Baggage Input Consoles	EA	2,688	2,688
7.	2D Ticket Printer	EA	3,733	3,733
8.	Bag Tag Printer	EA	3,733	3,733
9.	MSR / OCR Peripheral	EA	1,188	1,188
10.	Boarding Gate Reader	EA	3,075	3,075
11.	DAPP Standard Doc Printer (LaserJet)	EA	624	624
12.	DAPP 2 Position Ticket Counter	EA	16,296	16,296
13.	CUSS Kiosk In-line	EA	12,813	12,813
14.	CUSS Kiosk w/o BTP - IER 919	EA	21,214	21,214
15.	CUSS Kiosk w/ BTP	EA	15,938	15,938
16.	DAPP 2 Position Gate Counter	EA	13,214	26
17.	DAPP Loading Bridge Podium	EA	7,244	7,244
18.	DAPP Operational Workstation	EA	2,438	2,438
19.	UPS	EA	4,360	4,360

20.	EASE Airline Implementation	EA	10,000	10,000
21.	EASE-Airline Image Adjustment	EA	5,000	5,000
22.	IER 919 CUSS Kiosk	EA	28,648	28,648
23.	Mobile Cart	EA	17,985	17,985
24.	MSR/OCR Keyboards	EA	1,188	1,188
25.	Axis Q1775 VRC Cameras	EA	2,040	2,040
26.	FLIR FC-645E VRC Camera	EA	8,800	8,800
27.	FLIR FC-669 VRC Camera	EA	5,400	5,400
28.	Bosch Dinion IP Starlight 8000 MP Camera	EA	1,800	1,800
29.	Bosch VideoJet VJC-7000-90 VideoJet Connect Network Power Supply	EA	1,578	1,578
30.	Boarding Pass Stock 7 mil Blank Fan Fold Boarding Passes (1,000 boarding passes per box; shipping not included)	EA	23	23
31.	Bag Tag Stock 21" LES Material Baggage Tag Blank (200 tags per roll; shipping not included)	EA	32	32
32.	Queue Measurement camera (Model Axis M3007)	EA	625	625
33.	Passenger Flow Monitoring Camera (Model Axis M3044)	EA	500	500

12. The Effective Date of this Second Amendment shall be the date of complete execution by both parties.

13. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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BROWARD COUNTY

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and Amadeus IT Group SA, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 5-16-17
Signature (Date)

Tancy Meyer Risk Manager

Print Name and Title above

By _____ 5/17/17
René D. Harrod (Date)
Assistant County Attorney

By _____ 5/17/17
Rocio Blanco Garcia (Date)
Assistant County Attorney

RDH/RBG
05/02/17
2017-05-02 Second Amendment AirIT Software
#17-099.00

CONTRACTOR

WITNESSES:

Amadeus IT Group SA

[Signature]
Signature

Ray Vecchiarelli
Print Name of Witness above

Idalia Castro
Signature

Idalia Castro
Print Name of Witness above

By: [Signature]
Authorized Signor

BETROS WAKIM CEO
Print Name and Title

15 day of May, 2017

ATTEST: [Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

