

**SECOND AMENDMENT TO THE IMPLEMENTATION AND SERVICE AGREEMENT FOR
COMMON USE – EXTENDED AIRLINE SYSTEM ENVIRONMENT (EASE) AND EASE-FX
FIDS DISPLAY FOR GATE EXPANSION**

This Second Amendment to the Implementation and Service Agreement for Common Use – Extended Airline System Environment (EASE) and EASE-FX FIDS Display for Gate Expansion ("Second Amendment") is made as of the ____ day of _____, 2018 (the "Effective Date"), by and between the City of Fresno, a California municipal corporation ("Fresno"), and Amadeus Airport IT Americas, Inc., a Delaware corporation ("Amadeus") (together, "Parties").

RECITALS

WHEREAS, Amadeus was previously Air-Transport IT Services, Inc., and both "Amadeus" and "AirtIT" refer to the entity above named as Amadeus throughout this Second Amendment; and

WHEREAS, the Parties entered into an Implementation and Service Agreement for Common Use – Extended Airline System Environment (EASE) and EASE-FX FIDS Displays for Gate Expansion, effective June 1, 2013 ("Agreement"); and

WHEREAS, the Parties subsequently entered into a First Amendment to the Agreement, effective July 1, 2017; and

WHEREAS, the Parties now desire to enter into this Second Amendment so Amadeus may perform Resource Management System (RMS) software implementation at Fresno Yosemite International Airport ("FAT"), which is additional to the scope of work previously agreed upon between the Parties.

NOW THEREFORE, the Parties agree as follows:

1. AMENDMENTS TO THE AGREEMENT

A. Section 1, Services, shall be amended to read as following:

1.1 Performance.

1.1.a. EASE Implementation. AirtIT shall perform the EASE implementation services (the "Services") described in detail on **Exhibit A** to this Agreement ("Project Description").

1.1.b. 24/7 Support. Amadeus shall perform the Services, which are described in detail on **Exhibit A-1** to this Agreement (the "Project Description"). Amadeus further agrees to cooperate in all respects with Fresno's General Contractor in connection therewith.

1.1.c. Resource Management System (RMS). Amadeus shall perform the Services, which are described in detail on **Exhibit A-1** to this Agreement (the "Project Description"). Amadeus further agrees to cooperate in all respects with Fresno's General Contractor in connection therewith.

1.2 Payments.

1.2.a. EASE Implementation. As compensation for the performance of the Services, FYI will pay AirtIT a lump sum price of **\$401.851.00** US at the time of

issuance of Notice To Proceed ("NTP") for the deliverables stated in the Project Description. FYI will pay each such invoice in the normal course of business, generally within 30 days after its receipt. AirlT's charges include state sales tax but are exclusive of federal, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies, and the amount of all payments due hereunder is subject to an increase equal to the amount of any tax AirlT may be required to collect or pay in connection with the Services other than any tax on the net income of AirlT.

1.2.b. 24/7 Support. As compensation for the performance of the Services, Fresno will pay Amadeus a total fee not to exceed \$2,626,930 in periodic installments as set forth in Exhibit A-1. Installment payments will be made periodically, by Fresno for a period of five years. Fresno will pay each invoice upon receipt. Amadeus' charges shall be inclusive of state sales tax but exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies. The amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services other than any tax on the net income of Amadeus.

1.2.c. RMS. As compensation for the performance of the Services, Fresno will pay Amadeus a lump sum fee not to exceed \$46,780 at the time of issuance of the Notice to Proceed ("NTP") for the deliverables stated in the Project Description in Exhibit A-1. Fresno will pay each such invoice in the normal course of business, generally within 30 days after its receipt. Amadeus' charges shall include state sales tax but shall be exclusive of federal, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies. The amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services other than any tax on the net income of Amadeus.

1.2.d RMS Software Warranty for Years 2-5. As compensation for the performance of the Services, Fresno will pay Amadeus a total fee not to exceed \$10,341.00 as provided in accordance with Exhibit A-1. Installment payments will be made periodically by Fresno for a period of four years commencing June 1, 2019. Fresno will pay each invoices in the normal course of business upon receipt. Amadeus's charges shall be inclusive of state sales tax but exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies. The amount of all payments due hereunder is subject to an increase equal to the amount of any tax Amadeus may be required to collect or pay in connection with the Services other than any tax on the net income of Amadeus.

B. Subsection 4.3, Expiration, shall be amended to read as follows:

- 4.3 Expiration. Unless terminated earlier in accordance with this Agreement, this Agreement expires on May 31, 2023.

IN WITNESS WHEREOF, this Second Amendment has been executed at Fresno, California, on the Effective Date as set forth above.

CITY OF FRESNO,
A California municipal corporation

By: _____
Kevin Meikle,
Director of Aviation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Amanda Freeman 7/2/18 Date
Amanda Freeman
Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Michael Musca
Fresno Yosemite International Airport
Properties Manager
4995 E. Clinton Way
Fresno, CA 93727-1525
Phone: (559) 621-4531
FAX: (559) 251-4825

Attachments:

Exhibit A-1 – Project description – 24/7 and Support and RMS Software Warranty and Support

Amadeus Airport IT Americas, Inc.
A Delaware corporation

By: [Signature]

Name: BETROS WAKIM

Title: PRESIDENT
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: [Signature]

Name: CHRIS KELLER

Title: SECRETARY
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

REVIEWED BY:

CONSULTANT:
Amadeus Airport IT Americans, Inc.
Attention: David Wurtz
Director – Business Development
5120 FM 314
Ben Wheeler, TX 75754
Phone: 903-852-7168
FAX:

EXHIBIT A-1
PROJECT DESCRIPTION – 24/7 Support and RMS Software Warranty and Support

A. FLIGHT INFORMATION DISPLAY SYSTEM (FIDS) SOFTWARE AND EXTENDED AIRLINE SYSTEM ENVIRONMENT (EASE) SYSTEM 24/7 SUPPORT

Fresno Yosemite International Airport Support Scope of Services

This document describes the requirements, assumptions, methodology, and fees to provide 24/7 Support for the Fresno Yosemite International Airport (FAT).

General Description

Amadeus Staffing

Amadeus shall include a Site Manager and Systems Engineer for both the FIDS and EASE (VoIP) implementation and support services.

Amadeus Staff will be responsible for providing on-site technical implementation and support for hardware and software which include the following:

- Assist with implementation of all FIDS and EASE hardware and software.
- Maintenance of all hardware includes preventive measures as well as replacement
- Provide hardware fixes and workarounds within the established SLA timeframes
- Management of onsite hardware inventory
- Software upgrades related to the replacement of hardware
- Setting/verification of IP addresses/computer names when necessary
- Maintaining appropriate software images in a test environment
- Tracking/maintaining site's open trouble tickets and closing issues with client upon resolution
- Utilization of web based support tool to resolve minor issues
- Escalation of software issues to Level 3 Support Engineers
- Provide weekly site report to management Amadeus Field Engineer
- Amadeus shall include a Field Engineer for both the FIDS and EASE (VoIP) implementation and support services.
- Provide local on-site support to all locally installed hardware and software
- Ensure all service level agreements are met
- Ensure all issues are logged in the Novo ticket system and escalated as necessary
- Follow airport security procedures
- Complete a daily virtual and physical walk through of all assigned installed systems
- Monitor installed systems to ensure systems are functioning in accordance with all service level agreements
- Perform back-up, recovery and systems monitoring
- Verify within Sharepoint that the System Change Request SCR process is followed.
- Verify that there is an approved System Change Request (SCR) on file via the AirIT SharePoint process, before making or contributing to any production change.
- Coordinate with implementation and other onsite technicians to ensure new software releases, software upgrades/changes, and hardware upgrades/changes are successfully tested and implemented
- Document all new, changing, and existing hardware, procedures, and software
- Troubleshoot software and hardware to maintain system performance

- Report and continuously improve the overall support operation and process through effective logging, notification, escalation, and tracking to resolve all problems in Novo, relating to all systems
- Assist customers, resolve problems with computer hardware and software (back-up for the airport help desk)
- Coordinate and schedule work with other technicians, local airlines, and local IT staff as appropriate
- Perform preventive maintenance as required for all equipment
- Document daily tasks as status reports and email a copy to the customer, coworkers, and direct manager, Site Manager, Regional Manager and Director of Support in copy
- Other duties may be assigned.

Software Warranty Support

Amadeus shall include software warranty and support for the following Amadeus applications and 3rd party software.

- Airport Operational Database (AODB) Software
- Flight Information Display System (FIDS) Software
- Extended Airline System Environment (EASE)
- 3rd party server operating system, database, network, VoIP and high availability software.

Hardware Warranty Support

Amadeus shall include a hardware warranty and support for all the hardware associated with the EASE™ and FIDS installation.

Help Desk

Amadeus will maintain a 24/7 Help Desk that will be responsible for handling the initial call from the customer and recording the issue and escalating it to the appropriate party. (This level may reside with the Airport's internal help desk or the Airport's existing IT personnel.)

24/7 Support Fees

- The fixed price for the support services described in this scope of services is **\$2,626,930 US for 24/7 support.**
- The fixed price for the RMS support for years 2-5 is **\$10,341 US for RMS.**

Distribution of payments will be made, per the schedule listed below, by FAT for a period of five (5) years commencing on June 1, 2018.

Annual Rate	Payment Due: June 1 st	Payment Due: October 1st	Payment Due: January 1st
\$ 525,386.00	\$131,346.50	\$262,693.00	\$131,346.50
\$ 527,971.25	\$131,992.81	\$263,985.63	\$131,992.81
\$ 527,971.25	\$131,992.81	\$263,985.63	\$131,992.81
\$ 527,971.25	\$131,992.81	\$263,985.63	\$131,992.81
\$ 527,971.25	\$131,992.81	\$263,985.63	\$131,992.81

Assumptions

The following assumptions were used in the development of the Scope of Services and Fees for 24/7 Support.

1. FAT will provide office space and support facilities, communications and infrastructure dedicated to the project team, including:
 - Project Office Space
 - High-Speed Internet access
 - Telephone & Service
 - Access to FAX Machine
 - Access to Photocopier
 - Secure storage and staging facilities
 - All badging to access post-security Airport Operating Area (AOA) work areas
2. FAT will assign a project manager to facilitate the project, expedite project decisions, provide access to key personnel as required, and ensure management commitment to the implementation.
3. Amadeus will honor all holidays honored by Amadeus or FAT.

B. RESOURCE MANAGEMENT SYSTEM (RMS)

Project Description

1. **Licensed Amadeus Software:** This Final Price Quote (FPQ) includes an enterprise airport licenses for Amadeus' Resource Management System (RMS).
2. **Professional Services:** Amadeus will provide all project management, configuration, testing, training and activation for the deployment of the RMS solution. Amadeus will provide train-the-trainer training to FAT personnel for the ongoing operation of the system.
3. This FPQ includes an initial one (1) year of software warranties; this warranty period commences with System Activation.
4. No Amadeus-provided first-level onsite local support is included in this FPQ subsequent to System Activation.

BUDGETARY ESTIMATE:

SOFTWARE

1	RMS	Enterprise	1	EA	\$10,000	\$10,000
	Airport License					

WARRANTY AND SUPPORT

2	RMS	Software	1	YR	\$2,400	\$2,400
	Warranty – Year 1					

PROFESSIONAL SERVICES

3	Project Management/ System Engineering/Training/ Travel/Documentation	1	LOT	\$34,380	\$34,380
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TOTAL				\$46,780	(due at issuance of Notice to Proceed)
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Ongoing Software Warranties (Years 2 – 4): \$10,341 (to be paid with 24/7 support payment – See Exhibit A)

1	RMS Software Warranty	1	YR 2	\$2,585.25
2	RMS Software Warranty	1	YR 3	\$2,585.25
3	RMS Software Warranty	1	YR 4	\$2,585.25
4	RMS Software Warranty	1	YR 5	\$2,585.25