

**SUPPORT AND MAINTENANCE AGREEMENT**

**Between**

**CITY OF FRESNO, AIRPORTS DEPARTMENT**

**AND**

**AMADEUS AIRPORT IT AMERICAS, INC.**

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## AMADEUS AIRPORT IT AMERICAS, INC. SUPPORT AND SERVICES AGREEMENT

This Agreement (Agreement) is made as of this 2<sup>nd</sup> day of May 2023 by and between the City of Fresno, Airports Department, a Municipal Corporation (City or Airport), and Amadeus Airport IT Americas, Inc., a Delaware corporation (Amadeus).

### RECITALS

**WHEREAS** Amadeus desires to perform, and City desires to have Amadeus perform, Support services, including but not limited to: Airport Operational Database (AODB); Resource Management System (RMS); Enterprise Service Bus (ESB); DATAHUB / OAG; Flight Information Display System (FIDS); WebFIDS; EASE/EASE-FX - EASE™ (Extended Airline System Environment) Extended Airline System Environment; Hardware Warranty; Maintenance; 24/7 Help Desk, and Two (2) full-time, on-site staff: Manager and Engineer (Support and Services) as an independent contractor to City at and for Fresno Yosemite International Airport (FAT); and

**WHEREAS** Amadeus' current Agreement with the Airport expires on May 31, 2023, and the parties wish to enter into a new Agreement for this Support and Services; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### Section 1. Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms.

Airport Operational Database (AODB). The central point for managing flight related information for airports in real time.

DATAHUB / OAG. The flight data feed, need both to make sure it covers all airline feeds, (with only one, there will be flights that would not show and those "missing" flights would have to be manually added), with the feeds, all flight data are automatically added to the ADOB application and then routed by ESB to the respective applications.

EASE/EASE-FX - EASE™ (Extended Airline System Environment). Extended Airline System Environment (EASE™) platform allows airlines to extend their applications onto the airport's Common Use Systems environment (allowing for seamless entrance into the Airport without the Airline having to bring in proprietary network and computer equipment to operate, and allows for airlines to switch amount ticket counters, gate hold areas, and baggage areas).

Effective Date. Is the first date of this Agreement, June 1, 2023.

Enhancement. Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Amadeus as minor or major, depending on Amadeus' assessment of their value and of the function added to the preexisting Licensed program.

Enterprise Service Bus (ESB). The software architecture model used for designing and implementing communication between mutually interacting software applications (such as between AODB, datahub/OAG and FIDS applications, without it, there will be no data showing on the FIDS boards and the AODB application).

Error. Any failure of the Licensed Program to substantially conform to its functional specifications as published from time to time by Amadeus, However, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program, or Customer's combining or merging the Licensed Program with any hardware or software not supplied or identified as compatible by Amadeus, shall not be considered an Error.

Error Correction. Either a modification or an addition that, when made or added to the Licensed Program, establishes substantial conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

Flight Information Display System (FIDS) –the computerized system that displays flight information throughout the terminal and provides passengers with information, such as flight departure and arrival times, and the gate numbers where the flights are located.

Licensed Program. The computer programs described in **Exhibit A** attached hereto, including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

Normal Working Hours. The hours between 8:00 a.m. and 5:00 p.m. Eastern Standard (or Daylight) Time, on Mondays through Fridays, excluding the scheduled holidays of Amadeus.

Releases. New versions of the Licensed Program, which may include both Error Corrections and Enhancements.

Resource Management System (RMS). This tracks all flight data for the airlines that operate in their airport with their ground movement until they are departed from the airport.

Term. Term of the Support and Maintenance Agreement is for a period of five (5) years, starting June 1, 2023, and ending May 31, 2028.

WebFIDS. This is similar to the FIDS, but for displaying all flight information system on the Airports' webpage and mobile application.

## **Section 2. Services**

### 2.1 Performance.

Amadeus shall perform the Services, which are described in detail on **Exhibit A**, Project Description, attached hereto. In conjunction with the Services described in **Exhibit A**, Amadeus shall provide a Software License and Warrant as described in **Exhibit A**.

### 2.2 Software Warranty Support.

Amadeus shall include software warranty and support for the following Amadeus applications and 3rd party software. Amadeus software warranty and support will be subject to the terms and conditions outlined in **Exhibit A** hereto.

### 2.3 Hardware Warranty Support.

Amadeus shall include a hardware warranty and support for all the hardware as described and subject to the terms and conditions outlined in **Exhibit A** hereto.

### 2.4 City Responsibilities.

2.4.1 City shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to obtain from Amadeus the services called for by this Agreement.

2.4.2. City shall provide Amadeus with database dumps, as requested, and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the error is with the Licensed Program, and certify that the error has been corrected.

2.4.3 Amounts payable to Amadeus under this Agreement are exclusive of all federal, state, provincial, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments 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 support and maintenance services.

### 2.5 Payment.

As compensation for the performance of the Services, City will pay Amadeus a total fee not to exceed \$3,055,645.00 US in five (5) installments as provided in accordance with **Exhibit A**. Installment payments will be made annually, in advance, by City for a period of five (5) years commencing upon the effective date and annually thereafter. City will pay each such invoice upon receipt. Amadeus' charges are 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, and 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.

### **Section 3. Relationship of Parties**

Amadeus is an independent contractor and is not an agent or employee of and has no authority to bind City and/or FAT by contract or otherwise. Amadeus will perform the Services under the general direction of FAT, but Amadeus will determine, in Amadeus' sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Amadeus shall at all times comply with applicable law. Amadeus will report as income all compensation received by Amadeus pursuant to this Agreement.

### **Section 4. Confidential Information**

In connection with this Agreement, City, Airport and its employees and agents may have access to private and confidential information owned or controlled by Amadeus relating to equipment, apparatus, programs, software, specifications, drawings, pricing, and other data. Similarly, Amadeus and its employees and agents may have access to private and confidential information owned or controlled by FAT relating to FAT's operations and its proprietary computer software. All such information acquired by either party under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees and agents to keep, any and all such information confidential and, subject to California statutes, shall not copy or disclose it to others without the owner's prior written approval, and shall return all tangible copies of such information to the owner promptly upon request. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent.

Notwithstanding anything to the contrary herein, or in any exhibit, schedule, attachment, purchase order or any other agreement between the parties to the contrary, the parties agree that Amadeus acknowledges that Airport is subject to California statutes known as the "California Public Records Act" and that this Agreement and documents related thereto shall be a public record as defined therein. Any specific information that Amadeus claims to be confidential (Confidential Information) must be clearly identified as such by Amadeus. To the extent consistent with California Law, City shall maintain the confidentiality of all such information marked by Amadeus as confidential. If a request is made to view such Confidential Information, City will notify Amadeus of such

request and the date that such records relating to the Confidential Information will be released to the requester unless Amadeus obtains a court order enjoining such disclosure. If Amadeus fails to obtain that court order enjoining disclosure, City will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with Amadeus' consent and will not be deemed to be a violation of law or this Agreement.

## **Section 5. Termination and Expiration**

### **5.1 Breach.**

Either party may terminate this Agreement in the event of a breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice. In the event this Agreement is terminated by City due to a breach of this Agreement by Amadeus, City shall pay Amadeus all amounts due and owing up until the date of such breach.

### **5.2 Termination for Convenience.**

City may terminate this Agreement, with or without cause, by giving not less than thirty (30) days prior written notice to the other party to this Agreement.

### **5.3 Expiration.**

Unless terminated earlier, this Agreement will expire five (5) years but no later than May 31, 2028.

### **5.4 Effect of Termination.**

Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or notice of termination, except that expiration or termination of this Agreement will not relieve either party of its rights or obligations under this Agreement, nor will expiration or termination relieve either party of any liability arising from any breach of this Agreement.

### **5.5 Non-Appropriation of Funds.**

Notwithstanding anything herein to the contrary, the obligations of City under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes and in the event, funds are not available, this Agreement may be canceled without penalty by City by giving written notice of such cancellation to Amadeus. Such cancellation of the Agreement will not be deemed to be a breach or default of this Agreement by City.

## **Section 6. General**

### **6.1 Governing Law; Severability.**

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Fresno County, California.

## 6.2 Notices.

Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or be recognized express courier to the address specified below or such other address as the party specifies in writing. Such notices will be effective upon receipt as documented by the delivery medium.

## 6.3 Complete Understanding; Modification.

This Agreement, together with the attached exhibits herewith constitute the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

## 6.4 Personnel.

Amadeus shall, in its operation at FAT or any City facility under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. In the event Amadeus' employees, agents, officers directors, or any other personnel are required to conduct any of the duties or obligations of Amadeus as set forth herein at FAT or any other City facility, all such personnel, while at FAT or City facilities, shall be clean, neat in appearance, (with appropriate identification badge displaying no less than Amadeus and employee name), and courteous at all times. All Amadeus personnel that enter FAT or any City facility shall do so only in accordance with FAT's rules and regulations and shall be covered under Amadeus' insurance policies.

Because of its status as an independent contractor, Amadeus and its officers, agents and employees shall have no right to employment rights and benefits available to City employees. Amadeus shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, Amadeus shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Amadeus 's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or



funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Amadeus may be providing services to others unrelated to City or to this Agreement.

## **Section 7. Ownership of Documents.**

Amadeus agrees that upon completion of the Services, ownership of deliverables, including copies of documents used in implementation, is as set forth in the License and Warranty, attached as **Exhibit A**.

## **Section 8. Indemnification and Insurance.**

### **8.1 General Indemnity.**

To the furthest extent allowed by law, Amadeus shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Amadeus or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Amadeus' obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If Amadeus should subcontract all or any portion of the work to be performed under this Agreement, Amadeus shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

### **8.2 Intellectual Property Indemnity.**

To the furthest extent allowed by law, Amadeus will, at its expense, indemnify, defend and hold harmless all claims, actions or proceedings against City's or any of its officers, officials, employees, representatives, agents or volunteers, based on any allegation that the Services, any product or deliverable generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges, and expenses charged to City by reason thereof. City will give Amadeus written notice of any such claim, action or proceeding and, at the request and expense of Amadeus, City will provide Amadeus with available information, assistance, and authority for the defense at no expense to City. This

indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise and shall survive any termination of this Agreement. If in any suit or proceeding, the Services, or any product or deliverable generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Amadeus shall, immediately, make every reasonable effort to secure for City a license, authorizing the continued use of the Service, product or deliverable. If Amadeus fails to secure such a license for City, then Amadeus shall replace the Service, product or deliverable with an equal or better, non-infringing Service, product or deliverable or modify such Service, product or deliverable in a way satisfactory to City, so that the Service, product or deliverable is non-infringing.

8.2.1 To the extent that Amadeus may provide City with any Error Corrections or Enhancements or any other program, Airport may use such Error Correction or Enhancements in connection with the Licensed Programs, in a manner consistent with the requirements of the License Agreement. City may not use, copy, modify, decompile, reverse engineer, adapt, or create derivative works of the Licensed Programs, Error Corrections or Enhancements, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Amadeus. Notwithstanding Section 6 hereof, City's rights under this Section shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement, City shall return or destroy the Licensed Programs, Error Corrections and Enhancements; and returning the Licensed Programs together with any and all Error Corrections and Enhancements in the manner required by the License Agreement shall be sufficient for such purpose.

8.2.2. The Licensed Programs, Error Corrections, and Enhancements, including without limitation any associated intellectual property rights such as copyright and patent, are and shall remain the sole property of Amadeus, regardless of whether City, its employees, agents, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Amadeus for the use of the work product. City shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Amadeus may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

### 8.3 Insurance.

(a) Throughout the life of this Agreement, Amadeus shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by City of Fresno's Risk Manager or designee at any time and in its sole discretion.

(b) If at any time during the life of the Agreement or any extension, Amadeus or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Amadeus shall be withheld until notice is received by City that the required insurance has been restored to full force and effect

and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City, pursuant to this section, shall in any way relieve Amadeus of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Amadeus shall not be deemed to release or diminish the liability of Amadeus, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Amadeus. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Amadeus, its principals, officers, agents, employees, persons under the supervision of Amadeus, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Amadeus shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Amadeus should subcontract all or any portion of the services to be performed under this Agreement, Amadeus shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Amadeus and City prior to the commencement of any services by the subcontractor.

#### 8.4 Limitation of Liability.

In no event shall either party be liable to the other party for loss of profits, or indirect, special, incidental, or consequential damages incurred by the other party and arising out of or in connection with this agreement. The total liability of Amadeus to City under this agreement, whether arising out of breach of contract (including but not limited to breach of warranty) or tort (including but not limited to negligence and strict liability), shall in no event exceed the total amount actually paid to Amadeus by City under this agreement.

The limits set forth in this Section shall not apply to: (a) the parties' respective indemnification obligations hereunder; (b) damages resulting from the breach by a party of its confidentiality obligations hereunder; or (c) the payment of amounts due Amadeus from City hereunder.

## **Section 9. Miscellaneous.**

### **9.1 Nondiscrimination.**

To the extent required by controlling federal, state and local law, Amadeus shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Amadeus agrees as follows:

Amadeus will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Amadeus will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Amadeus shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Amadeus' employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Amadeus agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

Amadeus will, in all solicitations or advertisements for employees placed by or on behalf of Amadeus in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Amadeus will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Amadeus' commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## 9.2 Binding.

Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

## 9.3 Assignment.

This Agreement is personal to Amadeus and there shall be no assignment by Amadeus of its rights or obligations under this Agreement without the prior written approval of the Fresno City Manager or designee. Any attempted assignment by Amadeus, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

Amadeus hereby agrees not to assign the payment of any monies due Amadeus from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Amadeus directly to Amadeus.

## 9.4 Compliance With Law.

In providing the services required under this Agreement, Amadeus shall at all times comply with all applicable laws of the United States, the State of California and City of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

## 9.5 Waiver.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

## 9.6 Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

## 9.7 Interpretation.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing

this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

#### 9.8 Attorney's Fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

#### 9.9 Exhibits.

Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.

#### 9.10 Precedence of Documents.

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

#### 9.11 Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

#### 9.12 No Third-Party Beneficiaries.

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

#### 9.13 Recycling Program.

In the event Amadeus maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Amadeus at its sole cost and expense shall:

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by FAT.

(b) Cooperate with and demonstrate to the satisfaction of FAT the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

#### 9.14 Conflict of Interest and Non-Solicitation.

(a) Prior to City 's execution of this Agreement, Amadeus shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, Amadeus shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Amadeus in such statement.

(b) Amadeus shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of City, Amadeus shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Amadeus and the respective subcontractor(s) are in full compliance with all laws and regulations. Amadeus shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Amadeus shall immediately notify City of these facts in writing.

(c) In performing the work or services to be provided hereunder, Amadeus shall not employ or retain the services of any person while such person either is employed by City or is a member of any Fresno City Council, commission, board, committee, or similar City body. This requirement may be waived in writing by the Fresno City Manager, if no actual or potential conflict is involved.

(d) Amadeus represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct, or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither Amadeus, nor any of Amadeus 's subcontractors performing any services on this Agreement, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Agreement. Amadeus and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement unless such interest is in accordance with all applicable law and fully disclosed to and approved by the Fresno City Manager, in advance and in writing.

(f) If Amadeus should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Amadeus shall include the provisions of this Section 9.14 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9.14 shall survive expiration or termination of this Agreement.

**[Signatures follow on the next page.]**



IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

**CITY OF FRESNO**  
A Municipal Corporation

By: \_\_\_\_\_  
Henry Thompson, A.A.E., IAP, CAE  
Director of Aviation

Address for Notice:

City of Fresno, Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Brandon Collet 5/2/2023  
1CEFC5444CAA64DB  
Brandon M. Collet Date  
Supervising Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_ Date  
Deputy

Attachments:  
Exhibit A – Project Description  
Exhibit B – Insurance Requirements  
Exhibit C – Disclosure of Conflict of Interest

**AMADEUS AIRPORT IT AMERICAS, INC.,**  
A Delaware Corporation

By: Betros Wakim 5/2/2023  
E06D5859EC684D3

Name: Betros wakim

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

By: Chris Keller 5/2/2023  
B2BECFB9411A487...

Name: Chris Keller

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

Address for Notice:

CONTRACTOR:  
Amadeus Airport IT Americas, Inc.  
Attn: Chris Keller – President and COO  
5950 Hazeltine National Dr., Suite 210  
Orlando, Fl. 32822  
Phone: (407) 370-4664  
FAX: (407) 370-4657

## **EXHIBIT A Project Description**

### Project Description

#### **Overview**

Amadeus shall provide Support Services for Amadeus' proprietary Flight Information Display System (FIDS) Software and Extended Airline System Environment (EASE) System.

#### **Fresno Yosemite International Airport Support Scope of Services**

This document describes the requirements, assumptions, methodology, and fees to provide 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 (AODB/RMS/WebFIDS/FIDS) and EASE (EASE/EASE-fx) 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 Amadeus 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 a software warranty and support for the following Amadeus applications and 3rd party software. Amadeus software warranty will be subject to the terms and conditions outlined below in Software Warranty and Support sections.

- a. Airport Operational Database (AODB/RMS/ESB/Datahub/WebFIDS) SoftwareWarranty Support and Maintenance.
- b. Flight Information Display System (FIDS) Software
- c. Extended Airline System Environment (EASE/EASE-fx) Software Warranty Support and Maintenance.
- d. 3rd party server operating system, database, network, VoIP and high availability software.
- e. 24/7 Help Desk

#### Hardware Warranty Support

Amadeus shall include a hardware warranty and support for all the hardware and 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.)

### **Assumptions**

**The following assumptions were used in the development of the Scope of Services and Fees for this project.**

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.

### **Project Fees**

The fixed price for the support services described in this scope of services is \$3,055,645.00 US. Distribution of payments will be made annually, in advance, by FAT for a period of five (5) years commencing upon June 1, 2023.

Year 1	\$ 611,129.00
Year 2	\$ 611,129.00
Year 3	\$ 611,129.00
Year 4	\$ 611,129.00
Year 5	\$ 611,129.00

Distribution of payments will be made, per the schedule listed below, by FAT for a period of five (5) years commencing on June 1, 2023.

Annual Rate	Payment Due: June 1 <sup>st</sup>	Payment Due: October 1 <sup>st</sup>	Payment Due: January 1 <sup>st</sup>
\$ 611,129.00	\$152,782.25	\$305,564.50	\$152,782.25
\$ 611,129.00	\$152,782.25	\$305,564.50	\$152,782.25
\$ 611,129.00	\$152,782.25	\$305,564.50	\$152,782.25
\$ 611,129.00	\$152,782.25	\$305,564.50	\$152,782.25
\$ 611,129.00	\$152,782.25	\$305,564.50	\$152,782.25

## **Software Warranty Support**

Amadeus shall include software warranty and support for the following Amadeus applications and 3rd party software. Amadeus' software warranty will be subject to the terms and conditions outlined in Software Warranty and Support section in this Exhibit.

- a. Airport Operational Database (AODB/RMS/ESB/Datahub/WebFIDS) Software.
- b. Flight Information Display System (FIDS) Software.
- c. Extended Airline System Environment (EASE/EASE-fx) Software.
- d. 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.)

Amadeus shall maintain a trained staff capable of rendering the services set forth in this Agreement.

1 During the Agreement Term, Amadeus shall render the following services as indicated below in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Amadeus' rate schedule set forth in Exhibit A attached hereto:

A. Telephone Assistance. Amadeus shall maintain a telephone hotline that allows up to three (3) persons designated by Customer to seek technical or operation assistance in use of the Licensed Program.

2. Software Maintenance. Customer shall report to Amadeus in a written notice Errors for which it desires Amadeus to provide an Error Correction. Amadeus shall, within eight (8) hours of verifying that an Error is present, initiate work in a diligent manner toward development of an Error Correction. Amadeus shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported by Customer to Amadeus. Following completion of the Error Correction, Amadeus shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. Amadeus shall include the Error Correction in all subsequent Releases of the Licensed Program.

Amadeus shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Amadeus shall continue to support prior Releases superseded by recent releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed one hundred and eighty (180) days.

3. Customer Training. Direct training on the configuration, operation and use of the licensed system is not included in the Support and Maintenance Agreement. Technical assistance on configuration or data issues will be provided, with the assumption that the customer representative requesting assistance has basic competency in the area where assistance is required. Customer on-site training is available from Amadeus' consulting staff. Training costs are billed on a time and materials basis as described in Exhibit A.

4. Customer-Requested Enhancements. Customer requests for enhancements to the Licensed Program will be reviewed by Amadeus and disposed of in one of the following ways: (1) Accepted for development and inclusion in a future release at no direct cost. (2) Offered to the Customer as a "Customization", with source code and support through the current major release version only. The "Customized" Enhancement is offered at Amadeus' then-published rates. (3) Rejected, with explanation and offers of alternatives.

5. Major Enhancements - New Modules. Amadeus may, from time to time, offer major Enhancements in the form of new modules to its customers generally. Such Enhancements may be offered at Amadeus' then published rates for an additional license fee.

6. Major Enhancements- Technology Changes. Amadeus may, from time to time, offer major Enhancements that involve technology changes to its customers generally. Such Enhancements will be included in a New Release for no additional fee. Installation, configuration, documentation and implementation of third-party products that may be required to put the new technology into production are not included in this Agreement. Amadeus will provide support on install scripts and error correction on installation instructions created by Amadeus, and reasonable support on interpretation of installation instructions based on the assumption that the installer is properly qualified to perform the install tasks. New Technology changes may include the use of "Open Source Software", and Amadeus may provide Open Source Software and instructions for its installation and use, subject to additional licensing requirements that will be made known to the Customer. The direct support of Open-Source Software under this agreement is limited to code modifications and additions created by Amadeus.

7. New Releases. Amadeus may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if Amadeus so elects, major Enhancements. Amadeus shall provide Customer with electronic access to each new Release. Each New Release is delivered with a "Release Notes" document. The document provides full

instructions for a new installation and how to upgrade from the previous version. The installation or upgrade may require installation and/or reconfiguration of third-party products, including hardware, software, and network communications items. Amadeus will provide explanation and interpretation of the Release Notes, however, work to install, upgrade, maintain or configure third party products is not included in this Support and Maintenance Agreement. Amadeus does offer consulting and implementation services, at the published rates, to provide installation of third-party products subject to a separate, agreed scope of work.

8. Upgrade Assistance. Amadeus shall provide reasonable assistance to help Customer install and operate each New Release of the Amadeus products covered by this agreement, provided that such assistance, if required to be provided at Customer's facility, require system configuration changes or data manipulation to accommodate Customer's changed requirements or customizations, shall be subject to the supplemental charges set forth in Exhibit B attached hereto.

9. Year 2000. The Licensed Program and delivery media shall, at all times and under all circumstances during the warranty period specified in the License Agreement and during any subsequent period when Customer maintains this Support and Maintenance Agreement in effect, be capable of operating correctly and consistently with dates and times, and date and time ranges in and beyond the year 2000, and date and time ranges spanning periods before and after 0:00 hours on January 1, 2000 in a manner identical to that in which it operates with dates, time, and date and time ranges prior to the year 2000; and, in particular, shall be capable of recognizing the year 2000 as a leap year and as the year immediately following the year 1999 for all purposes. During such periods, Amadeus shall repair, free of charge, all failures by the Licensed Program to perform in accordance with this Section 2.6 which are reported during the periods covered hereby; provided, however, that Amadeus shall have no liability or other responsibility for any failure by the Licensed Program to perform in accordance with this Section which is caused or otherwise attributable to any product or component not supplied by Amadeus with which Customer uses the Licensed Program. The foregoing is the Customer's sole and exclusive remedy for any failure by the Licensed Program to perform in accordance with this Agreement.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Service Agreement between City of Fresno (City)  
and Amadeus Airport IT Americas, Inc., (Amadeus/Vendor)

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to Vendor’s profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

### **MINIMUM LIMITS OF INSURANCE**

Vendor, or any party the Vendor subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers,



officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

**1. COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

**2. COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

**3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.**

**4. EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

**5. TECHNOLOGY PROFESSIONAL LIABILITY insurance with limits of not less than:**

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

**UMBRELLA OR EXCESS INSURANCE**

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Vendor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Vendor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) VENDOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Vendor shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Vendor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of Vendor's insurance and shall not contribute with it. Vendor shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents and volunteers.

If the Technology and Professional Liability insurance policy(ies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Vendor.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Vendor, Vendor must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to City. Vendor is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, vendors, suppliers, invitees, consultants, sub-contractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If Vendor subcontracts any or all of the services to be performed under this Agreement, Vendor shall be solely responsible for ensuring that

its subcontractor maintain insurance coverage at levels no less than those required herein

### **VERIFICATION OF COVERAGE**

Vendor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT C**

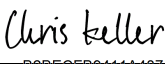
**DISCLOSURE OF CONFLICT OF INTEREST**

Support and Maintenance Agreement between City of Fresno (City)  
and Amadeus Airport IT Americas, Inc., (Amadeus)

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: NA  
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Additional page(s) attached.

DocuSigned by:  
  
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 \_\_\_\_\_  
 Signature  
 5/11/2023  
 \_\_\_\_\_  
 Date  
 chris keller  
 \_\_\_\_\_  
 (Name)  
 Amadeus  
 \_\_\_\_\_  
 (Company)  
 501 west Church St 3rd Floor  
 \_\_\_\_\_  
 (Address)  
 orlando, FL 32805  
 \_\_\_\_\_  
 (City State Zip)