



**SECOND AMENDMENT TO TECHNOLOGY PRODUCTS AGREEMENT BETWEEN
BROWARD COUNTY AND AMADEUS AIRPORT IT AMERICAS, INC.**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Amadeus Airport IT Americas, Inc., a foreign corporation registered to transact business in the State of Florida ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Technology Products Agreement Between Broward County and Amadeus Airport IT Americas, Inc., dated June 1, 2021, as amended by a First Amendment, dated December 2, 2021, to provide support and maintenance services for certain technology systems at the Fort Lauderdale-Hollywood International Airport (collectively, the "Agreement").

B. The Parties now desire to further amend the Agreement to increase the not-to-exceed amounts for Optional Services. Simultaneously with execution of this Second Amendment, the Parties will execute a Work Authorization, whereby Contractor shall upgrade County's existing Virtual Ramp Control System.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Contractor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Second Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated herein. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 5.1 of the Agreement is amended as follows:

5.1 Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Support and Maintenance Fees (including Biometrics Platform Support and Maintenance, and any Additional Technicians or Additional On-Site Biometrics	Initial Term (5 years)	\$3,000,000 <u>\$3,130,000</u> annually

Services/Goods	Term	Not-To-Exceed Amount
Engineers or System Administrators, <u>and Virtual Ramp Control System Support and Maintenance</u>		\$15,000,000 <u>(\$15,650,000)</u> (total 5 years)
Support and Maintenance Fees (including Biometrics, and Additional Technicians or System Administrators, <u>and Virtual Ramp Control System</u>)	Each 1 year Extension Term	\$3,000,000 <u>\$3,130,000</u> per Extension Term \$15,000,000 <u>(\$15,650,000)</u> all Extension Terms
Optional Services (including Equipment purchases and Reimbursable Expenses)	Duration of Agreement	\$3,000,000 <u>\$5,360,000</u>
TOTAL NOT TO EXCEED		\$33,000,000 <u>\$36,660,000</u>

4. New Sections 13.29 and 13.30 are added to the Agreement as follows (bold/underlining omitted):

13.29 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

13.30 Ownership Disclosure. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

5. Exhibit B, Payment Schedule, is modified to add the following provision at the end of Section 1, Support and Maintenance Fees (bold/underlining omitted):

* * *

Additional Support and Maintenance Fees

The following amounts shall be invoiced by Contractor in addition to the amounts stated above in the Support and Maintenance Fees table. For time periods prior to July 1, 2027, the annual Virtual Ramp Control System Support and Maintenance fees shall not be subject to an annual increase of 1.5% and shall be invoiced at the rates stated below.

Description	Unit/Term	Invoiced	Annual Amount
Virtual Ramp Control System Support and Maintenance	Annually (July 1, 2023, through June 30, 2024)	Quarterly in arrears	\$124,020.00/pro-rated to the extent applicable
Virtual Ramp Control System Support and Maintenance	Annually (July 1, 2024, through June 30, 2025)	Quarterly in arrears	\$127,741.00
Virtual Ramp Control System Support and Maintenance	Annually (July 1, 2025, through June 30, 2026)	Quarterly in arrears	\$131,520.16
Virtual Ramp Control System Support and Maintenance	Annually (July 1, 2026, through June 30, 2027)	Quarterly in arrears	\$135,520.16

For time periods after the 2026 – 2027 term (i.e., time periods on and after July 1, 2027), the annual Virtual Ramp Control System Support and Maintenance fees shall be invoiced quarterly in arrears at the rate in effect for the prior annual period, plus an annual increase (if timely requested by Contractor) as follows: Contractor may increase the annual amount for Virtual Ramp Control System Support and Maintenance fees, up to a maximum annual increase of no more than 1.5% annually, which may be effectuated upon written notice from Contractor of the new rates at least 30 days prior to the start of the applicable annual period.

2. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

4. Contractor acknowledges that through the date this Second Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

5. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

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

(The remainder of this page is blank.)

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 _____, 2023, and Amadeus Airport IT Americas Inc., signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Sara Cohen
Sara F. Cohen (Date)
Assistant County Attorney

Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2023.10.11 13:45:35 -04'00'

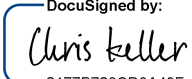
By René D. Harrod
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D. Harrod
Reason: Approved as to form
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Office
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SC
Amadeus Second Amendment
8/31/23

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BROWARD COUNTY AND AMADEUS AIRPORT IT AMERICAS, INC.**

CONTRACTOR

DocuSigned by:

By: 2477B728CD8A40F...
Authorized Signer

Chris Keller Vice President
Print Name and Title

11th day of October
_____, 2023

11 October 2023 | 19:17:01 CEST