

**THIRD AMENDMENT TO CONTRACT NO. DA-5249 BETWEEN
THE CITY OF LOS ANGELES AND
TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC
FOR LOS ANGELES WORLD AIRPORTS**

THIS THIRD AMENDMENT TO CONTRACT NO. DA-5249 is made and entered into this _____ day of _____, 2023, at Los Angeles, California by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "City"), acting by and through its BOARD OF AIRPORT COMMISSIONERS (herein referred to as "Board") of the DEPARTMENT OF AIRPORTS (hereinafter referred to as "Department" or "LAWA") and TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a contract (hereinafter referred to as "Contract") dated November 29, 2017, for live, real time customer service, detailed account management, and technical and operational support for background checks on all airport workers at LAWA for the Department and as amended; and,

WHEREAS, the parties hereto desire to amend this Contract.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that the Contract BE AMENDED AS FOLLOWS:

AMENDMENT

Section 1.0 Subsection 1.1 of Section 1.0, Term of Contract, is deleted in its entirety and replaced with the following:

"The term of the Contract shall be for a period commencing on January 3, 2018, and shall terminate on January 2, 2025, unless otherwise terminated as set forth in this Contract."

Section 2.0 Subsection 2.1 of Section 2.0 Incorporation by Reference, is hereby amended to include the attached revised pricing via quote number 092620231 issued to the City September 26, 2023, for period effective January 3, 2024, through January 2, 2025. Any conflict between this Contract and the attached pricing quote number 092620231 shall be resolved in favor of this Contract."

Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third Amendment to Contract DA-5249 shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the

parties hereto under or by reason of the said Contract DA-5249 and except as expressly amended herein, all terms, covenants, and conditions of the Contract DA-5249 and all amendments thereto, shall remain in full force and effect.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Department has caused this Third Amendment to be executed on its behalf by the Chief Executive Office and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO
City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

Interim Chief Executive Officer
Department of Airports

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Financial Officer

ATTEST:

**TELOS IDENTITY MANAGEMENT
SOLUTIONS, LLC**

By: *Helen M. Oh* _____
Signature (Secretary)

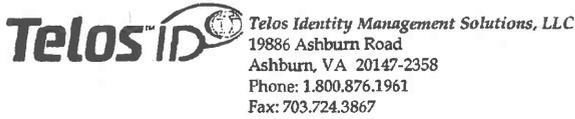
By:  _____
Signature

Helen Oh, Corporate Secretary
Print Name

Sharon King
Print Name

Sr. Contracts Administrator
Print Title

[SEAL]



Quote Number	092620231
Contract	Open Market
Salesperson	Dawn E. Lucini
Phone	571/271-7520
Business Area	

Customer Sales Quotation

Name	Frances E. Bellot, Chief Management Analyst	Phone	424/646-5502
Address 1	Office of Homeland Security & Intelligence, Cred. Section		
Address 2	Los Angeles World Airports - Airport Police Division		
City/State/Zip	1 World Way, Los Angeles, CA 90045-5803		
E-mail	FBellot@lawa.org		

Dates	
Quote Issued	9/26/2023

Description	Quantity	Unit	Price	Extended
RAP BACK Subscription, per enrollment and/or enrolled person, per year	1	ea	\$3.00	\$3.00
Fingerprint Submission Price per Applicant (CHRC)	1	ea	\$15.00	\$15.00
Electronic Record Maintenance, One-Time Fee	1	ea	\$7.00	\$7.00
CBP eBadge, per submission	1	ea	\$0.00	\$0.00

Note: (1) Data reconciliation, grandfathering of existing badge records into the DAC, account management, help desk, and web training are included in fingerprint submission pricing. (2) Any increase in the FBI Rap Back Fee will result in Telos ID increase (equivalent to FBI Rap Back Fee increase) in pricing for LAWA Pricing inclusive of initial training webinar, inclusive of training guides; upon request, recurrent training webinar. (3) Effective January 1, 2019, the FBI CHRC fee, per submission, is \$11.25. Any increase in the FBI CHRC fee will result in Telos ID increase (equivalent to FBI CHRC fee increase) in pricing for LAWA. (4) In lieu of of STA fee, LAWA will be charged a one-time electronic record maintenance fee. (5) Telos ID will not charge LAWA for current integration with LAWA IDMS - Birdi FISC and/or pending/new LAWA IDMS - Convergent-Alert Enterprise Guardian. (6) Telos ID not responsible for any costs borne by LAWA and/or Birdi and/or Convergent-Alert Enterprise and/or other organizations supporting third party system providers (Birdi/Alert Enterprise), to support/enable integration with the Telos ID DAC. (7) CBP eBadge submissions at no cost to LAWA. (8) Telos ID not responsible for any costs borne by LAWA and/or Birdi and/or Convergent-Alert Enterprise and/or other organizations supporting third party system providers (Birdi/Convergent/Alert Enterprise), to support/enable

Terms & Conditions

- [1] This Quote/Agreement between Telos Identity Management Solutions, LLD ("Telos ID") and Buyer, effective on the date signed below, is binding on both parties subject to the terms and conditions herein.
- [2] This quote is valid for 30 days from the date the Quote was issued.
- [3] Pricing shown is good for one year from date of execution and subject to change after one year.
- [4] Material within this document is Telos ID confidential and proprietary information and shall not be shared without Telos ID written permission.
- [5] Payment terms are 30 days upon receipt of invoice.
- [6] Cage Code 4R8K3, DUNNS 797901993, Tax ID # 208829067.
- [7] Period of Performance is 1 year from Telos ID DAC start date with automatic renewal for successive 1-year term; 30 day termination notice.
- [8] Except as otherwise stated Buyer acknowledges that Telos ID and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and any derivative works.
- [9] The total liability, if any, of either party, including but not limited to, liability arising out of contract, tort, claims by third parties or otherwise, shall not in any event exceed the amount of fees paid by the Buyer under Buyer's order. In no event shall either of the parties hereto be liable to the other for payment of any consequential, incidental, indirect, or special damages, including lost profits, even if one party has advised the other party of the possibility of such damages.

Customer Acceptance

Name _____

Title: _____

Signature: _____

Billing address _____

City/State _____

Email Address _____

Date _____