

SECOND AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF LOS ANGELES AND
TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC

This Second Amendment is made and entered into this _____ day of _____, 2022, at Los Angeles, California by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Board of Airport Commissioners (hereinafter 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:

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, 2024, 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 112120223 issued to the City November 21, 2022 for period effective January 3, 2023 through January 2, 2024. Any conflict between this Contract and the attached pricing quote number 112120223 shall be resolved in favor of this Contract.”

Section 3.0 Section 16.0, Miscellaneous Provisions, is amended by adding the following as Subsection 16.10:

“This Amendment and any other document necessary for the consummation of the transaction contemplated by this Contract and amendments thereto may be executed in

counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment to the Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment to the Contract had been delivered that had been signed using a handwritten signature. All parties to this Amendment to the Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment to the Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Amendment to the Contract based on the foregoing forms of signature. If this Amendment to the Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code § 1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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Section 4.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment 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 Contract and except as expressly amended herein, all terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Department has caused this Second 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:

CITY OF LOS ANGELES

~~MICHEL N. FEUER~~, Hydee Feldstein Soto
City Attorney

Date: Jan 4, 2023

By: _____

By: Brian C. [Signature]
Deputy/Assistant City Attorney

Chief Executive Officer
Department of Airports

By: _____

Chief Financial Officer

ATTEST:

TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC

By: [Signature]
Signature (Secretary)

By: [Signature]
Signature

Heleen M. Oh
Print Name

SHARON A KING
Print Name

[SEAL]

SR CONTRACTS ADMINISTRATOR
Print Title



Telos Identity Management Solutions, LLC
 19886 Ashburn Road
 Ashburn, VA 20147-2358
 Phone: 1.800.876.1961
 Fax: 703.724.3867

Quote Number 112120223

Contract Open Market

Salesperson Dawn E. Lucini

Phone 571/271-7520

Business Area _____

Customer

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

Sales Quotation

Dates

Quote Issued 11/21/2022

	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
	<p>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 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 - Alert Enterprise Guardian. (6) Telos ID not responsible for any costs borne by LAWA and/or Birdi and/or Alert Enterprise and/or other organizations supporting third party system providers (Birdi/Alert Enterprise), to support/enable integration with the Telos ID DAC</p>				

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 _____ Date _____

Title: _____

Signature: _____

Billing address _____

City/State _____

Email Address _____