

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

This First Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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,

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, 2022, unless otherwise terminated as set forth in this Contract. Notwithstanding the foregoing, City shall have, at the sole discretion of the Chief Executive Officer, one (1) one-year option to extend the term of this Contract under the same terms and conditions. In order to be effective, City’s exercise of such option by the Chief Executive Officer shall be in writing.”

Section 2.0 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



Section 3.0 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First 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 First 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:  
MICHEL N. FEUER,  
City Attorney

CITY OF LOS ANGELES

Date: December 11, 2020  
By: [Signature]  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Chief Financial Officer

ATTEST:

TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC

By: [Signature]  
Signature (Secretary)

By: [Signature]  
Signature

Helen Oh  
Print Name

Mark Griffin  
Print Name

President  
Print Title

[SEAL]