

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

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 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: _____

By: [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

Helen Oh
Print Name

Mark Griffin
Print Name

President
Print Title

[SEAL]