

AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
DESIGNATED AVIATION CHANNELING SERVICES
AT
SAN ANTONIO INTERNATIONAL AIRPORT

This Amendment No. 2 (herein called the “Amendment”) to the Professional Services Agreement for Designated Aviation Channeling Services at San Antonio International Airport is entered into by and between the City of San Antonio (herein called the “City”), a Texas municipal corporation, acting by and through its City Manager, and Telos Identity Management Solutions, LLC (hereinafter called “Consultant”), both of which may be referred to herein collectively as the “Parties”, as set out below. WITNESSETH:

WHEREAS, on December 13, 2013, the City and Consultant entered into a Professional Services Agreement for Designated Aviation Channeling Services at San Antonio International Airport (hereinafter called the “Agreement”) pursuant to Ordinance No. 2013-11-21-0808; and

WHEREAS, that Agreement expires on April 12, 2024; and

WHEREAS, The San Antonio International Airport is required by Department of Homeland Security (DHS) and Transportation Security Administration (TSA) regulations to ensure applicants for identification badges for the Airport meet the specified requirements including passing a Criminal History Records Check (CHRC) and Security Threat Assessment (STA); and

WHEREAS, City desires Consultant to extend the contract term by Two (2) years and Five (5) months, and increase the contract value by a not to exceed amount of \$250,000.00 such that Consultant can provide continued support associated with security screening of airport employees and applicants; and

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, and between the City and the Consultant is amended as follows:

- 1. Section 11 – Period of Service.** The term of the Agreement is hereby extended for an additional term of two (2) years and five (5) months, expiring on September 30, 2026.
- 2. Section V – Compensation.** The not to exceed fee amount in Article 5.2 of the Agreement is hereby increased by \$250,000.00.
- 3. EXHIBIT 2-FEE SCHEDULE.** The fee schedule attached to the original agreement as Exhibit 2 is updated by the addition of the fee schedule included herein as Attachment 1.

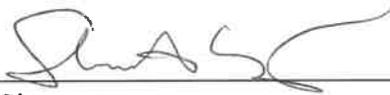
Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED AND AGREED TO this _____ day of _____, 2024.

CITY OF SAN ANTONIO

TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC

By: _____
Erik J. Walsh
City Manager

By:  _____
Signature

SHARON KING SR CONTRACTS
Printed Name & Title ADMINISTRATOR

APPROVED:

By: _____
City Attorney

ATTACHMENT 1 – UPDATED FEE SCHEDULE

ATTACHMENT 1 - UPDATED FEE SCHEDULE

Telos ID Telos Identity Management Solutions, LLC
 19886 Ashburn Road
 Ashburn, VA 20147-2358
 Fax: 703.724.3867
 Web: www.aviationchanneling.com

Quote Number 031520241
 Contract Open Market
 Salesperson Dawn E. Lucini
 Phone 571/271-7520
 Business Area IDVcting

Sales Quotation

Customer

Name **Yvette Santos, Airport Security Coordinator** Phone 210/207-3410
 Address 1 **San Antonio Airport System - SAT**
 Address 2 **9623 W. Terminal Drive**
 City/State/Zip **San Antonio, TX 72816**
 E-mail **Yvette.Santos@sanantonio.gov**

Dates
 Quote Issued 3/15/2024

Description	Quantity	Unit	Price	Extended
RAP Back Lifetime Subscription, price per applicant	1	ea	\$5.75	\$5.75
Fingerprint Submission Price per Applicant (CHRC)	1	ea	\$16.75	\$16.75
One-Time Electronic Record Maintenance Fee	1	ea	\$6.75	\$6.75
CBP eBadge	1	ea	\$0.00	\$0.00
<p>Note: (1) Data reconciliation, grandfathering of existing badge records into the DAC, account management, help desk, and web training (initial and recurrent) 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 the San Antonio Airport System - SAT 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 the San Antonio Airport System - SAT. (4) In lieu of STA fee, the San Antonio Airport System - SAT will be charged a one-time electronic record maintenance fee. (5) Telos ID will not charge the San Antonio Airport System - SAT for DAC integration with a third party system. Telos ID not responsible for any costs borne by the San Antonio Airport System - SAT and/or the third party system provider, to support/enable integration with the Telos ID DAC. (6) Telos ID will provide the San Antonio Airport System - SAT with CBP eBadge at no cost. (7) Please see terms and conditions for effective dates of pricing and period of performance.</p>				

Terms & Conditions

- [1] This Quote/Agreement between Telos Corporation/Telos Identity Management Solutions, LLC ("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 from the date the Quote was issued through to April 30, 2024.
- [3] Excluding change in government fees, see above notes, pricing is good from April 1, 2024 through to September 30, 2026
- [4] Material within this document is the Confidential and Proprietary property of Telos/Telos ID and not to be shared without written permission from Telos/Telos ID.
- [5] Payment terms are 30 days upon receipt of invoice.
- [6] Cage Code 4R8K3, DUNNS 797901993, Tax ID # 208829067.
- [7] Period of Performance for use of Telos/Telos ID DAC services is April 1, 2024 through to September 30, 2026.
- [8] Except as otherwise stated Buyer acknowledges that Telos/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 _____