

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT, (“Amendment”) is made and entered into as of the date stated on City’s signature page below (the “First Amendment Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **TELOS IDENTITY MANAGEMENT SOLUTIONS (TELOS ID)**, a subsidiary of Telos® Corporation organized under the laws of the State of Virginia and authorized to do business in Colorado, Party of the Second Part (collectively “Parties”).

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”); and

WHEREAS, the City and Contractor entered into a written Agreement dated June 13, 2013 (the “Existing Agreement”) wherein the Consultant agreed to provide professional services for Designated Aviation Channeler (DAC) services providing Criminal History Record Checks (CHRCs) and biographical Security Threat Assessments (STAs) for each individual required under Federal Law and the Rules and Regulations Governing the Denver Municipal Airport System, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the City now wishes to add additional funding and term to the Agreement with this First Amendment; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Section 3, Term, is hereby deleted in its entirety and replaced with the following.

“3. Term: The Term of this Agreement shall commence on June 13, 2013, and shall terminate on May 31, 2020, unless sooner terminated in accordance with the terms of the Agreement.”

2. Section 4, subsection D, Maximum Contract Liability, is hereby deleted in its entirety and replaced with the following.

“D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by Telos ID under the terms of this Agreement for any amount in excess of Two Million Nine Hundred-Twenty Thousand Dollars and Zero Cents (\$2,920,000.00) (the “Maximum Contract Liability”). Funding under the provisions of this paragraph 4.D. may be payable from the City’s Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. Telos ID

acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Telos ID beyond that specifically described in an Order are performed at Telos ID's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

3. Except as modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201208848-01

Contractor Name: TELOS IDENTITY MANAGEMENT SOLUTIONS
LLC

By: 

Name: Sharon King
(please print) Sr. Contracts Administrator
Telos ID

Title: _____
(please print)

ATTEST: [if required]

By: 

Name: Maureen Cawthorne
(please print)

Title: Contracts Administrator
(please print)

