

AN ORDINANCE 2018-10-11-0816

**AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TELOS IDENTITY MANAGEMENT SOLUTIONS LLC, DBA TELOS ID, TO EXTEND THE CONTRACT TERM TO APRIL 12, 2024 AND INCREASE THE CONTRACT VALUE IN THE AMOUNT NOT TO EXCEED \$506,621.32 FOR A TOTAL CONTRACT AMOUNT OF \$1,133,621.32 FOR DESIGNATED AVIATION CHANNELING SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM.**

\* \* \* \* \*

**WHEREAS** in November of 2013 the City entered into a Professional Services Agreement for Designated Aviation Channeling Services with Telos Identity Management Solutions LLC; and

**WHEREAS**, the City wishes to extend this contract through April 12, 2014 and increase the contract value in the amount not to exceed \$506,621.32 for a total contract amount of \$1,133,621.32; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The amendment to the Professional Services Agreement with Telos Identity Management Solutions, LLC is approved. The City Manager or her designee is authorized to execute the amendment, a copy of which is set out in **Exhibit 1**.

**SECTION 2.** Funding in the amount of \$165,042.00 for this ordinance is contingent upon approval of the Fiscal Year 2019 Budget for Fund 51001000, Cost Center 330504004 and General Ledger 5201040.

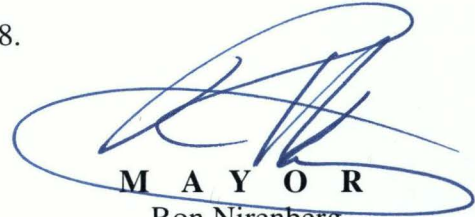
**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Telos Identity Management Solutions LLC. and should be encumbered with a purchase order. All expenditures will be in accordance with the Fiscal Year 2019 and subsequent budgets that fall within the term period of this contract approved by City Council.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

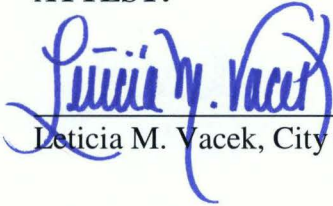
MAT  
10/11/18  
Item No. 17

**PASSED and APPROVED** this 11<sup>th</sup> day of October, 2018.



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



for  Andrew Segovia, City Attorney

<b>Agenda Item:</b>	17 ( in consent vote: 6, 7, 8, 9, 10, 11, 12A, 12B, 13A, 13B, 14, 16, 17, 18, 21 )						
<b>Date:</b>	10/11/2018						
<b>Time:</b>	09:28:55 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending the professional service agreement with Telos Identity Management Solutions LLC dba Telos ID to extend the contract term to April 12, 2024 and increase the contract value in the amount not to exceed \$506,621.32 for a total contract amount of \$1,133,621.32, for Designated Aviation Channeling services for the San Antonio Airport System. Funding for 2019 is included in the FY 2019 Adopted Airport Operations and Maintenance Fund Budget. [Carlos Contreras, Assistant City Manager; Russell Handy, Director, Aviation]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

MAT  
10/11/18  
Item No. 17

**EXHIBIT 1**  
AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT FOR DESIGNATED  
AVIATION CHANNELING SERVICES

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
DESIGNATED AVIATION CHANNELING SERVICES  
AT  
SAN ANTONIO INTERNATIONAL AIRPORT**

This Amendment (hereinafter 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"), acting by and through its duly authorized corporate representative, 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 December 12, 2018; 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 Five (5) years and Four (4) months, and increase the contract value by \$506,621.32 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, the sufficiency and receipt of which are hereby acknowledged, the Agreement entered into by and between the City and the Consultant is amended as follows:

- 1. Section II--Period of Service.** The term of the Agreement is hereby extended for an additional term of Five (5) years and Four (4) months, expiring on April 12, 2024.
- 2. Section V--Compensation.** The not to exceed fee amount in Article 5.2 of the Agreement is hereby increased by \$506,621.32. The fee shall be paid to Consultant in accordance with the terms of the Agreement pursuant to the following schedule:

Year 1--\$165,042.00  
Year 2--\$78,826.00  
Year 3--\$78,826.00

Year 4--\$78,826.00  
Year 5--\$78,826.00  
Year 6, Month 1--\$6,568.83  
Year 6, Month 2--\$6,568.83  
Year 6, Month 3--\$6,568.83  
Year 6, Month 4--\$6,568.83

**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 \_\_\_\_\_, 2018.

**CITY OF SAN ANTONIO**

**TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC**

By: \_\_\_\_\_

Sheryl Sculley  
City Manager

By:  \_\_\_\_\_

Signature

**Sharon King**  
**Sr. Contracts Administrator**  
**Telos ID**

Printed Name & Title

**APPROVED:**

By: \_\_\_\_\_

City Attorney

**ATTACHMENT 1—UPDATED FEE SCHEDULE**



**Telos Identity Management Solutions, LLC**  
 19886 Ashburn Road  
 Ashburn, VA 20147-2358  
 Phone: 1.800.876.1961  
 Fax: 703.724.3867  
 Web: www.telos.com

Quote Number	08012018
Contract	Open Market
Salesperson	Dawn E. Lucini
Phone	571/271-7520
Business Area	

**Sales Quotation**

*Customer*

Name	Chris Cole, Airport Security Manager	Phone	210/207-72816
Address 1	San Antonio Airport System		
Address 2	9623 W. Terminal Drive		
City/State/Zip	San Antonio, TX 72816		
E-mail	Chris.Cole@sanantonio.gov		

*Dates*

Quote Issued	8/1/2018
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Description	Quantity	Unit	Price	Extended
RAP BACK Lifetime Subscription Price per Applicant	1	ea	\$8.00	\$8.00
Fingerprint Submission Price per Applicant (CHRC)	1	ea	\$14.75	\$14.75
One-time Electronic Record(s) Maintenance Fee	1	ea	\$7.25	\$7.25
<p><i>Note: Data reconciliation, grandfathering of existing badge records into the DAC, account management, help desk, and web training are included in fingerprint submission pricing. Fingerprint web capture only included if Greenbit live scan device(s) is used.</i></p>				

*Terms & Conditions*

- [1] This Quote/Agreement between 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 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 the Confidential property of Telos ID and not to be shared without written permission from Telos ID.
- [5] Payment terms are 30 days upon receipt of invoice.
- [6] Cage Code 4R8K3, DUNNS 797901993, Tax ID # 208829067.
- [7] Pricing is good for 36 months with a 30 day notice in the event of a price change.
- [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.
- [10] In conjunction with the above service Telos ID will provide a Livescan device for use with this service. All hardware and software provided remains the sole property of Telos ID. Customer will remove all provided software and return the unit at the end of the service agreement. Customer shall provide reasonable care and assumes responsibility for damage, excluding normal wear from normal usage.

**Customer Acceptance**

Name \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Billing address \_\_\_\_\_

City/State \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_



**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
DESIGNATED AVIATION CHANNELING SERVICES  
AT  
SAN ANTONIO INTERNATIONAL AIRPORT**

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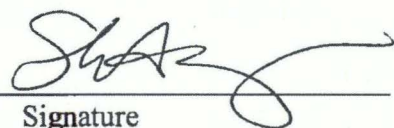
**EXECUTED AND AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SAN ANTONIO**

**TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC**

By: \_\_\_\_\_

Sheryl Sculley  
City Manager

By:  \_\_\_\_\_

Signature

**Sharon King**  
**Sr. Contracts Administrator**  
**Telos ID**

Printed Name & Title

**APPROVED:**

By: \_\_\_\_\_

City Attorney

**ATTACHMENT 1—UPDATED FEE SCHEDULE**



**Telos Identity Management Solutions, LLC**  
 19886 Ashburn Road  
 Ashburn, VA 20147-2358  
 Phone: 1.800.876.1961  
 Fax: 703.724.3867  
 Web: www.telos.com

Quote Number 08012018  
 Contract Open Market  
 Salesperson Dawn E. Lucini  
 Phone 571/271-7520  
 Business Area \_\_\_\_\_

**Sales Quotation**

**Customer**

Name Chris Cole, Airport Security Manager Phone 210/207-72816  
 Address 1 San Antonio Airport System  
 Address 2 9623 W. Terminal Drive  
 City/State/Zip San Antonio, TX 72816  
 E-mail Chris.Cole@sanantonio.gov

**Dates**  
 Quote issued 8/1/2018

Description	Quantity	Unit	Price	Extended
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- [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.
- [10] In conjunction with the above service Telos ID will provide a Livescan device for use with this service. All hardware and software provided remains the sole property of Telos ID. Customer will remove all provided software and return the unit at the end of the service agreement. Customer shall provide reasonable care and assumes responsibility for damage, excluding normal wear from normal usage.

**Customer Acceptance**

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Billing address \_\_\_\_\_  
 City/State \_\_\_\_\_  
 Email Address \_\_\_\_\_

\* = Required fields



# City of San Antonio Contracts Disclosure Form Update

Office of the  
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

First: Sharon M.I. A Last: King Suffix: \_\_\_\_\_

**\*2. Contract information.**

a) Contract or project name: Designated Aviation Channeling Services

b) Originating department: \_\_\_\_\_

**\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Telos Identity Management Solutions, LLC dba Telos ID

**\*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

Telos Corporation (50%)

HOYA ID Fund A (50%)

\*see attached list of board members and officers.

**\*5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

**\*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

\* = Required fields



## City of San Antonio Contracts Disclosure Form Update

Office of the  
City Clerk

### \*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

### Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

### Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

### \*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:



# City of San Antonio Contracts Disclosure Form Update

Office of the  
City Clerk

### \*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

### Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

### Acknowledgements

#### \*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development Incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

#### \*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.

\* = Required fields



# City of San Antonio Contracts Disclosure Form Update

Office of the  
City Clerk

**\*3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

**\*4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Sharon King  Title: Sr. Contracts Administrator

Company Name or DBA: Telos ID Date: 09/11/2018

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing  
P.O. Box 839966  
San Antonio, Texas 78283-3966



City of San Antonio  
Contract Disclosure Form Update

Submitter: Sharon King  
Entity: Telos Identity Management Solutions, LLC d/b/a Telos ID

Addendum to Item 4.

A. Directors of Telos ID

John B. Wood, Chairman (Telos Corporation)  
Bernard C. Bailey, Director (Telos Corporation)  
Robert J. Marino, Director (Telos Corporation)  
John F. O'Brien, Jr. (Hoya ID Fund A, LLC)  
Joseph Flanagan (Hoya ID Fund A, LLC)

B. Officers of Telos ID

Mark Griffin, President, General Manager  
Michele Nakazawa, Treasurer  
Helen M. Oh, Secretary

C. Directors of Telos Corporation

John B. Wood, Chairman  
William H. Alderman, Director  
Bernard C. Bailey, Director  
David Borland, Director  
Bruce R. Harris, Director  
Charles S. Mahan, Jr., Director  
John W. Maluda, Director  
Robert J. Marino, Director  
Andrew R. Siegel, Director

D. Officers of Telos Corporation

John B. Wood, President, Chief Executive Officer  
Michele Nakazawa, Executive Vice President, Chief Financial Officer  
Edward L. Williams, Executive Vice President, Chief Operating Officer  
Jefferson V. Wright, Executive Vice President, General Counsel  
Emmett J. Wood, Executive Vice President, Marketing & Strategy  
Brendan D. Malloy, Senior Vice President, General Manager, Cyber Operations & Defense  
Richard P. Tracy, Senior Vice President, Chief Security Officer  
Rinaldi Pisani, Senior Vice President, Sales & Alliance

Kenneth F. Fagan, Jr., Vice President, Secure Communications

David S. Easley, Vice President, Finance and Controller

Mark Griffin, President, General Manager, Telos Identity Management Solutions, LLC ("Telos ID")

E. Officers of Hoya ID Fund A, LLC

Eric Choi, President