

**SECOND AMENDMENT TO CONTRACT NO. DA-5106 BETWEEN THE CITY OF
LOS ANGELES AND INTERLOC SOLUTIONS, INC. TO PROVIDE MAXIMO
SYSTEM SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE
CITY OF LOS ANGELES**

This SECOND AMENDMENT TO CONTRACT NO. DA-5106 ("Second Amendment") is made and entered into this _____ day of _____, 2020, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and INTERLOC SOLUTIONS, INC., a Nevada corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5106 dated August 10, 2016 ("Contract") for Maximo system support services, as amended by that First Amendment to Contract No. DA-5106A (the "Contract"); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence upon the Chief Executive Officer's issuance of a Notice to Proceed and shall terminate on February 28, 2022, unless earlier terminated pursuant to Section 11 below."

Section 2. Upon execution of the Second Amendment, the terms in Exhibit B-1, attached hereto, shall be applicable to the Contract. The monthly Maximo Technical Support Services in Exhibit B of the Contract shall be deleted and replaced with the Fixed Price Monthly Maximo Support Services in Exhibit B-1.

Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second 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 of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER,
City Attorney

CITY OF LOS ANGELES

Date: 7/23/2020

Date: _____

By: 
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy Executive Director
Chief Financial Officer

ATTEST:

INTERLOC SOLUTIONS, INC., a Nevada corporation

By: 
Signature (Secretary) Designee
KAREN STACY WATSON
Print Name

By: 
Signature
MICHAEL G. WATSON
Print Name
CEO
Print Title

EXHIBIT B-1



**20160720-Interloc-Maximo-DA-5106-Contract Extension
Proposal**

For

Submitted to:

Ardene Blackhall
Project Manager, IMTG
Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009 -2216

Submitted by:

Interloc Solutions, Inc.
340 Palladio Parkway, Suite 526
Folsom, CA 95630
Gretchen Gallagher, EVP for Business
Development and Marketing
Phone: (905) 906-4590
FAX: (916) 817-4594
Email: gretcheng@interlocsolutions.com

Ardene Blackhall
Project Manager, IMTG
Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009 -2216

June 19, 2020

Subject: 20160720-Interloc Maximo DA-5106 Contract Extension Proposal For Los Angeles World Airports (LAWA)

Dear Mr. Blackhall,

With regards to LAWA's request for economic adjustment and contract extension of LAWA Contract DA-5106 to allow for continuity of services during the authority's COVID-19 response and consolidation of business systems support contract(s), Interloc Solutions, Inc. (Interloc) is pleased to provide the enclosed proposal to Los Angeles World Airports (LAWA) for Maximo support services. We anticipate this extension could be as long as two years, but also that it could be terminated at the convenience of LAWA should an alternative Maximo Support Services contract be awarded before the end of the extension period with 30 days notice.

Offer Summary:

In view of all LA City Employees undergoing a mandatory furlough during the FY 2021 period of up to six weeks, Interloc is making available based on a minimum savings equal to greater than the furlough sacrifice being made by our partners at LAWA IMTG:

Shift to a "blended" support model with on and offsite support as described below, with a primary single assigned full time Maximo Services and Support Consultant, approved by LAWA. Executed in accordance with contract SLA's. This alternative also eliminates the accrual of additional Remote Technical Services (40 hours monthly) where all additional tasking is accomplished via Special Task Order as described in the base contract. Under this option, LAWA may opt to have the onsite services completed in any manner the choose, including 4 consecutive weeks annually, specifically:

Fixed Price Monthly Maximo Support Services, in accordance with the service level below (which have been brought forward from base contract) for up to two years priced as follows:

1 July 2020 – 30 June 2021: \$25,416 monthly

1 July 2021 – 30 June 2022: \$26,052 monthly

Interloc agrees to carry over all surplus Remote Technical Support hours accrual by end of current contract (as extended) which will be capped at 80 hours, to apply against any needed EZMax Mobile support by Interpro. Interloc will offer a Task Order proposal before exceeding 80 hours from Interpro for EZMax Mobile support.

Enclosure (1) are the DA-5106 Services Levels which will apply to included Maximo Support Services under this extension and economic adjustment.

Should questions arise, or if you need additional information regarding the proposed solution, please do not hesitate to contact me at gretcheng@interlocsolutions.com or you can reach me at (856) 217-8690.

Sincerely,



Gretchen Gallagher
Executive Vice President for Business Development and Marketing
Interloc Solutions, Inc.

Enclosure (1) DA-5106 Contract Service Levels (Base Contract Scope of Services Page 20)

4. SERVICE LEVEL REQUIREMENTS (SLR)

a) CONSULTANT RESPONSES:

- i. Acknowledge receipt of an incident call with return notification to LAWA IMTG by telephone and email per the SLR identified in this Section III, Item 4. e) Matrix.
- ii. Communicate to LAWA IMTG all support progress and developments made related to any **MAXIMO** System incident. The status update shall include:
 - Summary of the problem
 - Cause of the problem (if known)
 - Recommended solution
 - Projected timeframe required to restore the service (if known)
 - All changes must be communicated and approved by LAWA before they are applied to any of the **MAXIMO** System environments.

b) SEVERITY LEVEL 1 AND 2 INCIDENTS:

- i. For a Severity Level 1 incident, as defined in Section III, Item 4. e) Matrix, Consultant shall provide a status update to LAWA's designee or a distribution list provided by LAWA IMTG within 30 minutes of the initial response, and every 30 minutes thereafter, until the problem is resolved.
- ii. Within 24 hours of final resolution, Consultant shall submit a LAWA Outage Report which contains a detailed analysis of the incident to include:
 - Nature of the problem
 - Duration
 - Impact
 - Resolution
 - Root cause analysis
 - What proactive efforts would eliminate the root cause of the problem(s)

c) COMPENSATION DEDUCTIONS

Compensation Deductions will be assessed for failure of the Consultant to meet the Service Level Requirements as defined in this Section III, Item 4. e) Matrix. Compensation Deductions will not be assessed for a delay that occurs beyond the control and without the act, fault or negligence of the Consultant and/or its subconsultants or suppliers, at any tier. Waiting for a manufacturer to replace or repair equipment may not be an acceptable reason for time extension.

d) CONSULTANT DEVIATION FROM SERVICE LEVEL REQUIREMENTS

If a problem cannot be identified and/or corrected within the time requested by LAWA, the Consultant shall submit a written statement to LAWA IMTG requesting a repair time extension. If LAWA IMTG approves the time extension; the respective Compensation Deductions will be waived for that period of time.

SEVERITY LEVEL	DEFINITION	INCIDENT NOTIFICATION		INCIDENT RESPONSE/STATUS REPORT PERIOD	COMPENSATION DEDUCTIONS
		BUSINESS HOURS	AFTER HOURS		
1-CRITICAL	<ul style="list-style-type: none"> Critical situation/System Down Business Critical Software Component* is inoperable (Usually applies to production environment.) Critical Interface** has failed. <p><i>Only outages or imminent outages (such as indicated by a partial server failure), or failure or business critical interfaces are considered critical.</i></p>	Consultant shall acknowledge within 30 minutes, 24 hours a day, 7 days a week		Work on a critical Incident shall be continuous regardless of time of day, or day of week, until a complete or satisfactory interim resolution is implemented.	<p>Incident Notification: \$100.00/hour beginning with the first (1st) minute after the response period, and for each 30-minute period thereafter, until acknowledgement is received.</p> <p>Incident Response: \$100.00/Status Report Period until a complete or satisfactory interim resolution is implemented.</p>
2-HIGH	A software component is severely restricted in its use, causing significant business impact.				
3-MEDIUM	A non-critical software component*** is malfunctioning, causing moderate business impact.	Consultant shall acknowledge within 4 hours	Consultant shall acknowledge by 9:00am the next business day	Within 1 business day	
4-LOW	Minimal impact: A non-critical software component is malfunctioning, causing minimal impact, or a non-technical request is made.	Consultant shall acknowledge within 8 hours		Within 2 business days	

AUTHORIZATION:

This page together with the terms and conditions set out the provisions of the 20160720-Interloc-Maximo-DA-5106-Contract previously executed between Interloc Solutions and Los Angeles World Airports (LAWA) constitutes LAWA's approval for Interloc to proceed with the work described in this Task Order Quote:

Department of Airports
 1 World Way
 Post Office Box 92216
 Los Angeles, CA 90009 -2216

This Agreement is completed on behalf of the LAWA by:

Signed: _____
 Name: _____
 Position: _____
 Date: _____