

THIRD 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 THIRD AMENDMENT TO CONTRACT NO. DA-5106 (“Third Amendment”) is made and entered into this _____ day of _____, 2022, 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 for Maximo system support services, as amended by the First Amendment to Contract No. DA-5106A dated August 16, 2019 and the Second Amendment to Contract No. DA-5106B dated August 27, 2020 (collectively, the “Contract”); and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Third 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 August 31, 2023, unless earlier terminated pursuant to Section 11 below.”

Section 2. On March 1, 2022, the terms in the document “20160720-Interloc-Maximo-DA-5106-Contract Extension Proposal from March 2022 through August 31, 2023 For Los Angeles World Airports” attached as Exhibit B-2, shall be applicable to the Contract.

Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Third 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 Third 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: _____

Date: _____

By: *Cynthia Alexander*
Cynthia Alexander (Feb 22, 2022 13:58 PST)
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: *Mike Watson*
DocuSigned by: Mike Watson (73067EC07017479...)
Signature (Secretary)

By: *Mike Watson*
DocuSigned by: Mike Watson (73067EC07017479...)
Signature

Mike Watson
Print Name

Mike Watson
Print Name

President & CEO
Print Title

EXHIBIT B-2



**20160720-Interloc-Maximo-DA-5106-Contract Extension
Proposal from March 2022 through August 31, 2023**

For

Los Angeles World Airports (LAWA)

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

January 24, 2022

Subject: 20160720-Interloc Maximo DA-5106 Contract Extension Proposal For Los Angeles World Airports (LAWA) from March 2022 through August 2023

Dear Mr. Blackhall,

With regards to LAWA's request for contract extension of LAWA Contract DA-5106 through August 31, 2023, which will extend our current agreement for an additional 18 months. Interloc Solutions, Inc. (Interloc) is pleased to provide the enclosed proposal to Los Angeles World Airports (LAWA) for Maximo support services.

Offer Summary:

Continue offsite only support model limited to 40 hours per week of support as described below, with a primary single assigned full time Maximo Services and Support Consultant, approved by LAWA. Proposed support terms under this adjustment:

1. Fixed Price Monthly Maximo Support Services, in accordance with the service level below (which have been brought forward from base contract) from 3/1/2022 through August 31, 2023 as follows:
 - 1 March 2022 – 28 February 2023: \$25,600 monthly
 - Proposed support schedule: Monday through Friday 8 hours per day all remote.
 - There are no additional technical hours accumulating.
 - Should LAWA elect to have any part of this service conducted onsite, there will be a travel "premium" of \$2,000 per one week trip invoiced to LAWA. No travel will occur without written direction/approval by LAWA.

2. Fixed Price Monthly Maximo Support Services, in accordance with the service level below (which have been brought forward from base contract) through February 28, 2024 as follows:
 - 1 March 2023 – 31 August, 2023: \$26,880 monthly for term defined by LAWA Purchase Order.
 - Proposed support schedule: Monday through Friday 8 hours per day all remote.
 - There are no additional technical hours accumulating.



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- Should LAWA elect to have any part of this service conducted onsite, there will be a travel "premium" of \$2,000 per one week trip invoiced to LAWA. No travel will occur without written direction/approval by LAWA.

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,

A handwritten signature in black ink, appearing to read "Gretchen Gallagher", written over a horizontal line.

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 (1) 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				
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	

1 AUTHORIZATION:

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: _____