SPECIAL MEETING
NOTICE AND CALL OF SPECIAL MEETING OF THE INGLEWOOD CITY COUNCIL
(Government Code Section 54956)

TO THE MEMBERS OF THE INGLEWOOD CITY COUNCIL

NOTICE IS HEREBY ORDERED by the Mayor that a special meeting of the City Council will be held on Wednesday, March 29, 2023, at 9:00 a.m., in the Council Chamber, One Manchester Boulevard, Inglewood, California (Government Code Section 54956)

*****NOTE FROM THE CITY*****

Doors to the City Council Chamber will open at 8:40 a.m. for Open Session. Please be mindful, however, that there is limited seating in the City Council Chambers; therefore, the Gladys Waddingham Lecture Hall (located adjacent to the Main Library) will be opened as an overflow room and will be available for the public to watch the meeting and to speak.

ALTERNATIVE METHODS
The City provides the following two alternative methods of viewing and listening to the City Council Meeting as a convenience:

- On Spectrum Cable Channel 35 with audio and limited video. Please check with your cable...
OPENING CEREMONIES – 9:00 A.M.

Call to Order

RULES OF DECORUM - Click Here to View

MAYOR/CHAIRMAN
James T. Butts, Jr.

COUNCIL/AGENCY/AUTHORITY MEMBERS
George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Dionne Faulk, District No. 4

CITY CLERK/SECRETARY
Aisha L. Thompson

CITY TREASURER/TREASURER
Wanda M. Brown

CITY MANAGER/EXECUTIVE DIRECTOR
Artie Fields

CITY ATTORNEY/GENERAL COUNSEL
Kenneth R. Campos

AGENDA
CITY COUNCIL

The disruption in service of any alternative method does not preclude the City Council or other legislative body from taking further action on an agenda item.

Submitting Comments Prior to Public Meeting: Members of the public may choose to submit comments electronically for consideration by the City Council or other City Legislative Body by sending them to the City Clerk/Secretary at athompson@cityofinglewood.org, and Deputy City Clerk at aallen@cityofinglewood.org. To ensure distribution to the members of the Legislative Body prior to consideration of the agenda, please submit comments prior to 8:00 a.m. the day of the meeting, and in the body of the email, please identify the agenda number or subject matter. Correspondence should indicate the meeting date and agenda item. Comments received after 8:00 a.m. and prior to the close of the public hearings will be made part of the official public record of the meeting. Contact the Office of the City Clerk at 310-412-5280 with any questions.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, or translation services in order to observe and/or offer public comment may request such reasonable modification, accommodation, or service by contacting the Office of the City Clerk by telephone at 310-412-5280, FAX at 310-412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301 or via email to athompson@cityofinglewood.org and aallen@cityofinglewood.org no later than 24 hours prior to the scheduled meeting.
Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council on any item on the agenda, may do so at this time.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

1. CITY MANAGER’S OFFICE

Staff report recommending that the Mayor and Council Members approve an agreement with Buffalo Computer Graphics (BCG) for the acquisition of Crisis Management Software. (General Fund)

Recommendation:

1. Approve agreement in a total amount not to exceed $67,371.69 (includes a 10% contingency in the amount of $6,124.70); and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund an agreement for Crisis Management Software.

Documents:

1.PDF

ADJOURNMENT CITY COUNCIL

In the event that today’s meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require special accommodations, due to a disability, please contact the Office of the City Clerk at (310) 412-5280 or FAX (310) 412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 72 hours prior to the day of the Council Meetings.

* No Accompanying Staff Report at the Time of Printing

** Serves in that Capacity for Successor Agency, Housing Authority, Finance Authority, Parking Authority, and Joint Powers Authority
DATE: March 29, 2023
TO: Mayor and Council Members
FROM: City Manager’s Office

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve an agreement with Buffalo Computer Graphics (BCG) for the acquisition of Crisis Management Software in a total amount not to exceed $67,371.69 (includes a 10% contingency in the amount of $6,124.70) (General Fund); and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund an agreement for Crisis Management Software.

BACKGROUND:
In 2018, the State Homeland Security Grant Program (SHSGP) allocated funds for the development of a comprehensive crisis management software platform aimed at cities within the Los Angeles Operational Area. The City of El Segundo Fire Department has served as the fiduciary agent for this project, overseeing the creation of an Emergency Operations Center (EOC) crisis management operating platform for all participating cities.

The City of Inglewood has actively contributed to the project governance group, providing assistance throughout the development process and volunteering as one of the beta test sites for the software platform. This participation was particularly beneficial to the City of Inglewood as the host for Super Bowl. The software became an integral component of the City’s Super Bowl Public Safety Response Plan, and served as the primary tool for multi-agency coordination and situational awareness. Today, this platform is essential for the effective management of large-scale events, disaster preparedness, and potential recovery efforts.

Due to a significant staff turnover at the El Segundo Fire Department in late 2021, the City of Inglewood has agreed to assume the role of grant fiduciary. Grant funding is channeled to the local area via a Sub-Recipient Agreement with Los Angeles County, which covers expenses associated with a virtual emergency operations center.
DISCUSSION:
In its capacity as the fiduciary grant agent, the City of Inglewood will collaborate with the County of Los Angeles to maintain the platform and actively participate in the governance group. The City of Inglewood will benefit from full access to the software platform without incurring any additional charges or administrative expenses while managing the project. Any such expenses will be billed to the grant.

As the current BCG contract with El Segundo is set to expire on March 31, 2023, a two month bridge agreement is essential to maintain platform operations during the contract gap period from April 1, 2023 to May 31, 2023. As a result of this bridge contract, Los Angeles County Grant Staff will assist the City of Inglewood in reimbursement of the contract cost in the amount of $61,246.99, as well as qualifying prior Super Bowl expenses in the amount of $136,888.52. The total reimbursement to the City of Inglewood is $198,135.51.

Beginning June 1, 2023, the City of Inglewood will serve as the fiduciary for a new approved State Homeland Security Grant. This grant will finance the continued operation of the BCG Crisis Management Platform, encompassing technical support and training services for an additional two years.

Buffalo Computer Graphics is only authorized to provide services or products to the City of Inglewood once the City Attorney receives and approves the insurance.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon City Council approval of the attached amendment, sufficient funds in the total amount of 67,371.69, will be available in the Fiscal Year 2022-2023 Budget under Account Code No. 001.020.2020.44820.00 (General Fund-Administration-Emergency Services-Contract Services) for the Crisis Management Software.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No.1 – Resolution with Exhibit A
Attachment No.2 – Agreement

PREPARED BY:
Brian Walker, Emergency Services Manager

COUNCIL PRESENTER:
Brian Walker, Emergency Services Manager
APPROVAL VERIFICATION SHEET

CITY MANAGER APPROVAL: ____________________________
Artie Fields, City Manager
ATTACHMENT NO. 1
RESOLUTION NO.:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA, AMENDING THE FISCAL YEAR
2022-23 BUDGET TO FUND AN AGREEMENT FOR CRISIS
MANAGEMENT SOFTWARE.

WHEREAS, on September 27, 2022, the City Council adopted the Fiscal Year 2022-2023
Budget; and

WHEREAS, the City wishes to acquire Crisis Management Software; and

WHEREAS, the Fiscal Year 2022-2023 Budget needs to be amended to include the
funding needed to enter into an agreement to obtain said software; and

WHEREAS, upon the adoption of this resolution to amend the Fiscal Year 2022-2023
Budget, adequate funding, as identified in Exhibit “A,” will be transferred to the appropriate
account; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood,
California, does hereby:

SECTION 1. Amend the City’s 2022-2023 Budget to reflect the adjustments as
shown in Exhibit “A.”

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this
Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ____________ day of ____________, 2023.

CITY OF INGLEWOOD

________________________
James T. Butts, Jr.,
Mayor

ATTEST:

________________________
Aisha L. Thompson,
City Clerk
Exhibit A

Fund: 001 General Fund
Agency: 020 Administration
Orgn: 2020 Emergency Services

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>Contract Services</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/Decrease</th>
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<td>$755,852</td>
<td>$823,224</td>
<td>$67,372</td>
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<tr>
<td>Total</td>
<td></td>
<td>$755,852</td>
<td>$823,224</td>
<td>$67,372</td>
</tr>
</tbody>
</table>
ATTACHMENT NO. 2
AGREEMENT NO.: ________

THIS AGREEMENT is made and entered into this ________ day of _____, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as “City”) and Buffalo Computer Graphics, Inc. (“Contractor”), with its principal place of business located at 4185 Bayview Road, Blasdell, NY 14219.

WHEREAS City desires to obtain crisis management software for its Emergency Operations Center; and

WHEREAS, Contractor holds itself out as capable and competent to provide the required software; and

WHEREAS, the Inglewood Municipal Code Section 2-198.1 allows City to dispense with the competitive bidding requirements whenever it purchases similar goods or services from a vendor that was awarded a competitively bid contract of another agency; and

WHEREAS, on or about January 19, 2021 Contractor was awarded a competitively bid contract with the City of El Segundo (“El Segundo”) for crisis management software; and

WHEREAS, on or about December 7, 2021 Contractor and El Segundo extended the term of their agreement; and

WHEREAS, Contractor has agreed to provide City with the same unit pricing as that provided to El Segundo; and

WHEREAS, the Scope of Work contemplated by this Agreement is identical to the Scope of Work that was competitively bid by El Segundo and awarded to Contractor; and

WHEREAS, Contractor agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the “Parties” and individually as “Party”) hereto mutually agree as follows:
1. The Parties hereby incorporate by reference the solicitation, terms, conditions, and pricing of the January 21, 2021 agreement and December 7, 2021 First Amendment to that agreement between Contractor and El Segundo.

2. Original Agreement. All references to El Segundo shall be interpreted to refer to the City of Inglewood.

3. Scope of Services. Contractor shall provide all labor, tools, materials, equipment, supplies, and transportation necessary for the purchase, installation, training and maintenance, in accordance to its proposal dated March 16, 2023 titled “LAMACS Quote #4130” attached hereto and incorporated herein by this reference as Exhibit “A” to this Agreement.

4. Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

5. The term of this Agreement is April 1, 2023 – May 31, 2023, unless terminated earlier.

6. City’s total payments to Contractor for these services shall not exceed sixty-seven thousand three hundred seventy one dollars and sixty-nine cents ($67,371.69) as provided below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLAN System</td>
<td>$7811.35</td>
</tr>
<tr>
<td>Maintenance &amp; Support</td>
<td>$18,263.11</td>
</tr>
<tr>
<td>Hosting</td>
<td>$19,472.50</td>
</tr>
<tr>
<td>Project Management &amp; Setup and Training</td>
<td>$15,700.02</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$6,124.70</td>
</tr>
<tr>
<td></td>
<td>$67,371.69</td>
</tr>
</tbody>
</table>

7. Compliance with laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations.

8. Insurance Requirements:
   Coverage shall be at least as broad as:
Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional Insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or
equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.
Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Litigation: Venue, Applicable Law and Personal Jurisdiction. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

10. Notices. Any Notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in U.S. mail, addressed to the respective parties as follows:

City:
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Contractor:
Gary Masterson
Buffalo Computer Graphics, Inc.
4185 Bayview Road
Blasdell, NY 14219

With a copy to:
Brian A. Walker
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

_________________________

James T. Butts, Jr.,
Mayor

ATTEST:

_________________________

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

_________________________

Kenneth R. Campos,
City Attorney

BUFFALO COMPUTER GRAPHICS, INC.

Gary Masterson,
President & CEO
March 21, 2023

Quote #4130a

Brian Walker
LAMACS
bwalker@cityofinglewood.org

Brian Walker:

Thank you for your continued interest in Buffalo Computer Graphics’ (BCG) emergency management products. BCG is pleased to offer this support quotation to LAMACS. Based upon the needs of the Los Angeles Operating Area as we understand them for a two-month extension of the project, we have put together a quote that covers the hosting, software, maintenance, support, training, development, and project management to expand the solution from to additional cities in the operating area.

I would be happy to answer any questions or discuss this proposal further at a time that is convenient to you. Please feel free to contact me by phone (716-822-8668 ext. 127) or e-mail (tmasterson@cbgeng.com) at any time, and I look forward to working with you on this project.

Sincerely,

Tim Masterson
DLAN Product Manager
DLAN System

For this project, BCG is not proposing any additional DLAN modules. For reference here is LAMACS current package:

- Ticket Manager
- Ticket Manager Premium
- Mobile Responder
- Communication Center
- Streaming Video
- Chat
- Social Media Basic
- Status Board
- Status Board Builder
- GIS Basic
- GIS Premium
- Phonebook
- Phonebook Premium
- Reference Library
- Incident Folders
- Role Checklist
- Incident Action Plan
- Situation Report
- Resource Database
- User List
- System Administration
- Online Help
- System Documentation

Additional modules and features can be added to your system at any time. Ask your BCG representative for additional information.

Maintenance & Support

BCG’s Software Development Lifecycle for DLAN Updates is an agile development process that produces update patches every eight to ten weeks. These updates are coordinated with LAMACS and will only be installed after an approved maintenance window has been determined by LAMACS and BCG.

Platinum Plus Maintenance & Support

The Platinum Plus Level Maintenance and Support package built into the 2-year LAMACS agreement has been extended an additional 2 months and includes the following:

- Unlimited 24/7 Support Line
- 24/7 Release Installation
- 24/7 Activation Support—8 Cases Per Year
- New Releases of Product
- New Release Review Webinars
- Point Patches for New Releases
- Hot Fixes for New Releases
- Rush Delivery of Hot Fixes Specific to Organization’s Site or Installation
- Server Node Support (up to 4 nodes)
- Custom BCG Services – 240 hours per year
- Onsite Support Per Year - 8 hours per year

Third Tier Support

BCG will provide tier three support to all cities within the Operating Area that have been trained and are utilizing the system to manage incident. Initial support will be handled by authorized users and system administrators within the Policy group of the solution as well as trained City Admins.
Hosting

BCG will provide a hosted solution in one of its secure US data centers. Cloud hosting includes hardware, third-party software (aside from GIS), and bandwidth to support up to **1000** concurrent users on the site.

BCG has partnered with Lumen for high-availability application hosting. Lumen offers a number of service options which include high SLAs, failover and redundancy. Servers will be in a secured facility (24/7/365). These facilities have enhanced security measures such as key card access, a secondary biometric authentication and video surveillance. Each data center holds several certifications and compliances (e.g. PCI DSS, SOC 2 TYPE II). A list of security features, certifications and compliances for a data center can be provided upon request.

The uptime on the solution will be 99.9% excluding scheduled maintenance windows. Full nightly backups will be performed and retained for 7 days. BCG will provide an RPO time of 4 hours and an RTO time of 24 hours for Disaster Recovery.

**BCG Non-Recurring Services**

- Migration
- City On Boarding – Project Management & Setup
- City On Boarding – Training
- Development

Migration

Cost to cover migrating your current DLAN system into the new Lumen sever environment for improved performance and scalability.

City On Boarding – Project Management & Setup

BCG will setup new accounts, roles, security etc. as needed to on board 3-5 users within interested cities within the Los Angeles Operating Area. On Boarding assumes no major changes in workflows, forms, dashboards, or other key DLAN settings. If additional development is needed by a city, additional fees may apply.

City On Boarding – Training

Training includes a 6-hour virtual training session with 1 instructor for each of the new cities for a total of 12 hours of virtual training. Training will consist of mixed lecture and hands-on skills activities. Training price also includes video production, updated quick reference guides, and course materials.

Development

No additional development has been included at this time but can be added onto the agreement, just as it has been in past years of the contract. Please reach out to BCG for more information.
Pricing Tables

Short Term Extension Pricing

Note: All items below have been pro-rated for a 2 month contract that will support the LAMACS environment from April 1, 2023 – May 31, 2023. Please reach out to BCG if additional months of support are needed.

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLAN System</td>
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</tr>
<tr>
<td>2-Month Term</td>
<td>$7,811.35</td>
</tr>
<tr>
<td>Maintenance &amp; Support</td>
<td></td>
</tr>
<tr>
<td>Platinum Maintenance &amp; Support</td>
<td>$4,513.11</td>
</tr>
<tr>
<td>Plus Maintenance &amp; Support (charged at half price)</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>Third Tier Support (charged for 8 months)</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Maintenance &amp; Support</td>
<td></td>
</tr>
<tr>
<td>2-Month Term</td>
<td>$18,263.11</td>
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<tr>
<td>Hosting</td>
<td></td>
</tr>
<tr>
<td>Custom Hosting</td>
<td></td>
</tr>
<tr>
<td>2-Month Term</td>
<td>$19,472.50</td>
</tr>
<tr>
<td>BCG Non-Recurring Services</td>
<td></td>
</tr>
<tr>
<td>City On Boarding – Project Management &amp; Setup</td>
<td>$7,173.77</td>
</tr>
<tr>
<td>City On Boarding – Training</td>
<td>$8,526.25</td>
</tr>
</tbody>
</table>

| BCG Non-Recurring Services | $15,700.02 |

| 2-Month Term (4/1/2022 – 5/31/2023) | $61,246.99 |

*Pricing is estimated based on current system use and does not include any additional on boarding beyond the standard city on boarding package. Pricing also does not include any additional development services.*
Terms and Conditions
Pricing Good Until June 30, 2023

Please see contract for full list of terms & conditions.

Custom Development Terms
Custom software will be designed, developed, tested and ready for installation on LAMACS’s DLAN system over the course of the calendar year. Once completed, it can be scheduled for installation and configuration at a date/time of LAMACS’s choosing.

All development built into the DLAN product is owned by BCG and can be distributed to other DLAN customers as BCG sees fit. BCG retains all ownership rights to the DLAN Incident Management Product and all code that is developed within DLAN as a part of this project. Following development, testing, and installation in LAMACS’s DLAN environment, LAMACS will retain a license to these new features for the duration of their contract or until BCG and LAMACS mutually agree that said features are no longer necessary within the software to support the LAMACS’s needs.

Maintenance & Support Terms
The annual maintenance & support term will begin on 4/1/2022.

For government customers in the United States, an “Activation” is defined as a formal local, state, or federal declaration of emergency. In order to receive 24/7 activation support, the customer must notify BCG of the declaration and be able to provide a copy of the declaration upon request.

For Activation support, a support case is defined as a single support issue and the reasonable efforts needed to resolve it. A single support issue is a problem that can’t be broken down into subordinate problems. If it can be broken down into subordinate problems, each subordinate problem shall be considered a separate support case. A case may require multiple contacts and offline research to achieve final resolution. A BCG support staff member will agree on the definition of the problem with you when you raise the support case. The case will be closed after the support professional has delivered one or more suggested solutions to you. If the support professional is unable to deliver a solution, you’ll be notified and the case will be closed as unresolved. Although our support staff will make best efforts to resolve your issue, BCG cannot guarantee to resolve all issues, due to the diversity of our customers’ computer configurations.

Custom BCG Services include:

- Form Building
- Client Configuration
- Server Migrations/Configuration
- Security Scans
- Data Imports
- Data Feed Integration
- Individualized Web Trainings
Other services may also be included at the discretion of BCG. Customers will be given a time estimate for requested services, any hours above those included in your support contract will be billed separately.

Requests for system modification to enhance DLAN capabilities are not directly covered by your maintenance & support contract and will be billed on a times and material basis. If the BCG team feels that a requested customization will be beneficial to other customers, it may be developed at a significantly reduced cost or at no cost and then provided to all customers with a current maintenance & support package.

For Platinum and Platinum Plus customers, the full day (8 hours) of on-site support must be held within normal business hours and includes the cost of travel and lodging.

Unless specified, On-site support is not covered by DLAN’s maintenance and support packages. All on-site support will be billed on a time and materials basis.

Any customer without a current maintenance and support package will be billed at an hourly rate for all BCG support, including phone and email support.

All documentation will be provided in American English unless otherwise specified.

Supporting Hardware and Software

Client PC and Mobile Devices
Since DLAN is an internet-based solution, it can be accessed from most operating systems (e.g. Apple iOS, Microsoft Windows, Android) and mobile devices (e.g. Apple iOS Devices and Android Devices) as long as a modern browser is installed. The latest versions of Chrome, Firefox, Safari, Android Mobile, Internet Explorer, and Edge are all supported. BCG reserves the right to change supported browsers/devices to reflect changes in technology.

Client PCs do not require DLAN software to be loaded on them; all system software resides on the data center server. Client PCs do not have to be dedicated to DLAN, and may run any other desired applications. Any application licensing required to access files that user upload to DLAN is the responsibility of the customer (e.g. Adobe Acrobat, MS Word, MS Excel, MS PowerPoint).

On Site Training Requirements
For customers that have included onsite training in their purchase, customer must provide an adequate facility for training personnel for the use of DLAN. This includes a computer for each participant that meets BCG’s criteria for client devices as outlined above. Additionally, the customer must provide a stable high speed (broadband) Internet access connection with sufficient bandwidth and coverage to support simultaneous access by all students and instructors. A large format TV or projector and video cable is required to assist the instructor in displaying examples and presentations. BCG instructors will typically bring their own laptop but if the training facility has specific security or network requirements, the customer will be responsible for providing an instructor PC that functions at their facility.

GIS Specifications
GIS Premium requires a connection to ESRI’s ArcGIS Server or an ArcGIS Online account in order to serve up basemaps, provide geocoding & geoprocessing, view data overlay services (layers), use/embed ESRI’s operational dashboards into Status Boards, and provide geometry services. If your agency already has ArcGIS
licensing, DLAN can consume and leverage your existing services at no additional cost. DLAN’s GIS toolset is compatible with ESRI’s ArcGIS Server (versions 10.1 or higher at the workgroup and enterprise levels) or ArcGIS Online.

Alternatively, if your agency does not have access to an ArcGIS Server or ArcGIS online, BCG can provide you with access to ArcGIS services. Please talk to your BCG representative for details. Access to BCG’s ArcGIS server services includes basic ArcGIS online map services (basemaps, map services, feature services, geocoding services, geometry services, and geoprocessing services). If your agency would like to manage your own custom GIS layers, you will need your own ArcGIS Server or ArcGIS Online account. Additional licensing for custom ArcGIS services is not provided by BCG and is the responsibility of the customer.

External services available within DLAN’s GIS module (e.g. AERIS maps, Microsoft Bing Maps, Google driving directions, and ESRI basemaps) are hosted by third parties that are not covered by the BCG Master Services Agreement (MSA) or Service-Level Agreement (SLA). Availability of those services is dependent upon network congestion, server availability, and other conditions present at these third parties and are not guaranteed as part of any uptime guarantees outlined in the SLA. BCG will make every effort possible to resolve issues with 3rd parties or to suggest alternatives to those services.
Signature Page
I agree to the above pricing, terms, and conditions.

LAMACS
Authorized Signature: __________________________

Name: __________________________

Title: __________________________

Phone: __________________________

Email: __________________________

March 21, 2023
# CERTIFICATE OF LIABILITY INSURANCE

**DATE:** 03/23/2023

**PRODUCER:**
The Evans Agency, LLC  
6460 Main Street  
Suite 200  
Williamsville  
NY 14221

**INSURED:**
Buffalo Computer Graphics Inc  
4185 Bayview Rd  
Buffalo  
NY 14219-2732

**INSURER(S) AFFORDING COVERAGE:**
- **INSURER A:** Hartford Underwriters Ins Co  
  NAIC #: 30104
- **INSURER B:** Republic Franklin Ins Co  
  NAIC #: 12475
- **INSURER C:** Travelers Indemnity Company (The)  
  NAIC #: 25658

**COVERAGES**

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>DPREM</th>
<th>DOLAP</th>
<th>DPOL</th>
<th>DPOL MAND</th>
<th>DISCOUNT</th>
<th>EXCEPTED LIMITS</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYEES LIABILITY</td>
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<td>C</td>
<td>EXCESS LIABILITY (follow form)</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10):**

The City of Inglewood, its officers, employees and volunteers are additional insureds and a waiver of subrogation applies in their favor under form PI-MANU-1, as required in written contract.

Additional insured status is on a primary and non-contributory basis.

The City of Inglewood has been endorsed to receive 30 days notice of cancellation, except in the event of nonpayment, in which case 10 days applies.

**CERTIFICATE HOLDER:**
City of Inglewood  
One Manchester Boulevard  
Inglewood  
CA 90331

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

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**CITY OF INGLEWOOD**

**ONE MANCHESTER BOULEVARD**

**INGLEWOOD, CA 90301 - (310) 412-5500**

**www.cityofinglewood.org**

**APPLICATION FOR**

**BUSINESS TAX REGISTRATION**

It is the business owner's responsibility to renew the Business Tax Certificate each calendar year. All Gross Receipt taxes are delinquent if not paid by the last day of February. All Fee Rate taxes are delinquent if not paid by the last day of January.

**PLEASE TYPE OR PRINT CLEARLY**

<table>
<thead>
<tr>
<th>Business Name/DBA</th>
<th>Buffalo Computer Graphics, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Location</td>
<td>4185 Bayview Road (Gated by P. O. Box)</td>
</tr>
<tr>
<td></td>
<td>Bialmed NY 14219</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Same</td>
</tr>
<tr>
<td>for Service of Process</td>
<td></td>
</tr>
<tr>
<td>Bus. Phone (716)</td>
<td>822-8686</td>
</tr>
<tr>
<td>Bus. Fax (716)</td>
<td>822-2730</td>
</tr>
</tbody>
</table>

**Description of Business Activity in Detail**

Emergency Management Software; Maritime navigation simulation

**CHECK ALL APPROPRIATE BOXES**

- Retail Sales
- Wholesale
- Professional Services
- Government Agencies
- New Merchandise
- Building Contractor
- Restaurant
- Vending Machine
- Used Merchandise
- Manufacturing
- Office Only
- Storage/ Warehousing
- Non-Profit Organization
- Educational/ Institutional

**No. of Employees** 40

**Square Feet Occupied** 22,500 (In NYS)

**No. of Parking Spaces** 75

**Former Use of Business Address**

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Corporation</th>
<th>State of Incorporation</th>
<th>Corp-Ltd Liability</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
<th>Trust</th>
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<tbody>
<tr>
<td>Resale No.</td>
<td>16-1190997</td>
<td>Federal ID No.</td>
<td>State ID No.</td>
<td>Date Expires</td>
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</table>

**Enter below names of Owners, Partners, or Corporate Officers (Attach additional sheet, if necessary)**

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Gary F. Masterson</th>
<th>Title</th>
<th>CEO/President</th>
<th>C/O or Other ID</th>
<th>Phone No. (716)</th>
<th>Cell Phone (716)</th>
<th>Email Address</th>
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</thead>
<tbody>
<tr>
<td>Home Address</td>
<td>10 Scattertree Lane</td>
<td>Orchard Park, NY 14127</td>
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</table>

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Kevin Williams</th>
<th>Title</th>
<th>Vice President</th>
<th>C/O or Other ID</th>
<th>Phone No. (716)</th>
<th>Cell Phone (716)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Home Address</td>
<td>265 Robinhill Drive</td>
<td>Williamsville, NY 14221</td>
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In case of emergency, please contact (attach additional sheet, if necessary)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone No. (716)</th>
<th>Cell Phone (716)</th>
<th>Email Address</th>
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</thead>
</table>

**Alarm Company (If applicable)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone No. (716)</th>
<th>Cell Phone (716)</th>
<th>Email Address</th>
</tr>
</thead>
</table>

I hereby certify, under penalty of perjury, under the laws of the State of California, that the Information in this application is true, correct and complete.

**Date:** 03/22/2023  **Title:** CEO/President

**Signature:**

Gary F. Masterson

Return Entire Application form to above address and recheck payable to the City of Inglewood.

(1) Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

- The Division of the State Architect at www.dps.ca.gov/ad/hs/home.asp.
- The Department of Rehabilitation at www.rehab.ca.gov/etat.asp.
- The California Commission on Disability Access at www.ccda.ca.gov
PAYMENT TERMS

Standard payment shall be made by City check.

SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 9.75%. If a bidder fails to include the City’s tax rate in their bid, the City will add the 9.75% figure to the bid for evaluation purposes.

INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

INSURANCE REQUIREMENTS

The vendor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California’s List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:\VIII by A.M. Best Company:

a. Commercial General Liability
   Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than $1,500,000 per occurrence and $2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor’s liability, broad form contractual liability, and cross liability protection. The “City of Inglewood, its officials, employees, and agents” must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 1185.
b. **Automobile Liability**

   Automobile Liability (equivalent in coverage scope to ISO Form CA 00 01 06 92) in an amount not less than $1,500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the vendor, the vendor should provide a written request for a waiver of this requirement.

c. **Professional Liability or Errors and Omissions**

   Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,500,000 per claim.

d. **Workers’ Compensation and Employer’s Liability**

   Workers’ Compensation as required by the California Labor Code and Employer’s Liability in an amount not less than $1,000,000 per accident.

**REQUIRED INSURANCE DOCUMENTATION**

a. **Certificate of Insurance**

   The Certificate Holder must be the “City of Inglewood”.

b. **Endorsements**

   In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

   1) **Additional insured endorsements to the general liability and auto liability**

       *insurance policies. The “City of Inglewood, its officials, employees and agents” must be endorsed to the contractor’s general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

   2) **Cancellation notice endorsements.** Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

   3) **Primary and noncontributory coverage endorsements.** The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

**WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS**

Any waiver or modification of the insurance requirements can only be made by the City Attorney’s Office. All waiver or modification requests are reviewed on a case-by-case basis.

*Depending on the scope of services*
INDEMNIFICATION

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:
A. Defective materials not remedied in accordance with provisions of specifications;

B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

ACCEPTANCE OF ORDER

This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Seller's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

CONFLICT OF INTEREST

Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest in terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in Purchasing Manager. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

PRICE WARRANTY

Seller warrants that the price of the ordered products does not exceed the price charged by Seller to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

VENDOR ACKNOWLEDGMENT OF CITY OF INGLEWOOD TERMS AND CONDITIONS:

Authorized vendor representative: [Signature]

Date: 3/22/2023