
CITY OF OCALA

CITY COUNCIL REPORT

Council Meeting Date: 06/15/10

Subject: Application - OPD Tech. Initiative Byrne Grant

Submitted By: Rodney Smith

Department: Police Department

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 1779) Application - City of Ocala Police Department Technology Initiative - FY 2010 Edward Bryne Memorial Justice Assistance (JAG) Program Local Solicitation.

OCALA'S RELEVANT STRATEGIC GOALS:

PROOF OF PUBLICATION: Heighten public safety and reduce crime in the City.

BACKGROUND:

The Ocala Police Department has made recommendations to use the \$62,643 in grant funds for the Ocala Police Department and Marion County Mental Health Court. Funding for the grant can be used for six purpose areas that provide opportunities to reduce crime and improve public safety and for administrative purposes. Application requires City Council's review and acceptance of the use of funds. Public comments from citizens, neighborhood and/or community groups were permitted at this Ocala City Council meeting.

FINDINGS:

Ocala Police Department will utilize the funds to purchase Crime Forecasting software to assist in efforts to reduce the occurrence of violent and property crimes, three additional years of service and maintenance for the software, and for supplies. The Marion County Mental Health Court will use the funds for drug/alcohol testing supplies for Mental Health Court participants.

CONCLUSIONS:

Applications for funds are to be electronically submitted to the U.S. Department of Justice by 6/30/10.

LEGAL REVIEW: The contract/agreement/ordinance has been reviewed and approved for form and legality by the City Attorney/Assistant City Attorney, Patrick G. Gilligan/W. James Gooding/Eric P. Gifford. **OR** The contract/ordinance is pending review by the City Attorney/Assistant City Attorney, Patrick G. Gilligan/W. James Gooding/Eric P. Gifford.

RECOMMENDATIONS:

Approve Application for subject grant that totals \$62,643 with the use:

Ocala Police Department	Crime Forecasting Software	\$40,615.00
	3 Years Service/Maintenance on Forecasting Software	\$13,575.00
	Supplies	\$ 1,673.80
Marion County Mental Health Court	Drug/Alcohol Testing Supplies	<u>\$ 6,779.20</u>
		\$62,643.00

ALTERNATIVE:

Application is not approved.

FISCAL IMPACT:

None. No match is required.

SUPPORT MATERIALS:

Mayor Application OPD Technology (PDF)

Application OPD Technology Initiative Byrne JAG Program Grant (PDF)



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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of September, 2010, by and between the Ocala Police Department, FL (hereinafter "Client"), and The Omega Group, Inc., a California Corporation (hereinafter "Omega"):

Section 1

SCOPE OF SERVICES

1.1 Professional Services. Omega shall provide services fully described in Exhibit A the quote for CrimeView Desktop & CrimeMapping.com, dated September 23, 2010, for the Ocala Police Department. The quote is attached hereto and incorporated in full herein by reference. Omega shall retain the right to perform work for others during the terms of this Agreement.

1.2 Conduct of Services. Client agrees to provide working space and facilities, and any other services and materials Omega or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed in a workmanlike and professional manner by employees or subcontractors of Omega having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Omega shall make sure its employees or subcontractors at all times observe security and safety policies of Client.

1.3 Method of Performing Services. The parties acknowledge and agree that Client shall have no right to control the manner, means, or method by which Omega performs the services called for by this Agreement. Rather, Client shall be entitled only to direct Omega with respect to the elements of services to be performed by Omega and the results to be derived by Client. Client can review and assess the performance Omega services for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

Section 2

TERM OF AGREEMENT

2.1 Term. This Agreement shall commence on the date set forth above, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall continue until the documented satisfactory completion of the services set forth in Exhibit A (quote); or until it is terminated as set forth in Section 2.2.

2.2 Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice, if the other party breaches any term hereof and the breaching party fails to cure such breach within the 60-day period; provided that, notwithstanding the foregoing, the cure period for any failure of Client to pay fees and charges due hereunder shall be thirty (30) days from the date of receipt by Client of notice of delinquency.

2.3 Termination for Convenience

The purchaser may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by providing thirty (30) days written notice to The Omega Group. In the event of such termination for convenience, the Purchaser shall pay The Omega Group for Service or Deliverables that were provided in accordance with the Contract. Payment for Services or Deliverables provided prior to the date of termination will be calculated on a prorated basis, in accordance with the Contract.

2.4 Return Client Property. Upon termination of this Agreement for any reason, Omega shall promptly return to Client all copies of any Client data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Client. Omega shall also furnish to Client all work in progress or portions thereof, including all incomplete work.

Section 3

FEES, EXPENSES, AND PAYMENT

3.1 Fees. In consideration of the services to be performed, Omega shall be entitled to compensation in the total amount of **\$40,615.00**. The payment schedule consists of four payments and is due as follows:

• Thirty percent (30%)	\$12,184.50	of the total amount due upon execution of this Agreement.
• Thirty percent (30%)	\$12,184.50	of the total amount due upon delivery Import Wizard Software. (Data Extractor)
• Thirty percent (30%)	\$12,184.50	of the total amount due upon completion of CrimeView® Desktop installation & training.
• Ten Percent (10%)	\$4,061.50	of the total amount due thirty (30) days after completion of services.

3.2 Additional Work. The fees and charges for any follow-on or additional work not described in Exhibit A shall be performed at Omega's current hourly rates. The hourly rate as of December 2009 for a Project Manager is \$165.00/hour.

Section 4

RELATIONSHIP BETWEEN OMEGA AND CLIENT

4.1 Independent Contractor Status. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Omega or any employee or agent of Omega.

4.2 Nonsolicitation. During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, for any reason whatsoever, the parties covenant and agree not to hire or engage or attempt to hire or engage employees of the other party, except through advertisements directed to the general public or as expressly pre-approved by the other party.

4.3 Confidentiality. The parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction.

4.4 Indemnification. Omega shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons, including Omega's employees, contractors, and agents or damage to personal or real property, including Client's property, arising out of or in connection with Omega's grossly negligent performance of this Agreement. Client agrees to give Omega prompt notice of any such claim, demand, or action and shall, to the extent Client is not adversely affected, cooperate fully with Omega in defense and settlement of said claim, demand, or action. However, Client agrees that Omega's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement.

4.5 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMEGA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.6 LIMITATION OF LIABILITY. OMEGA'S CUMULATIVE LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO OMEGA. OMEGA SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR BACKUP PRECAUTIONS. IN NO EVENT SHALL OMEGA BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF OMEGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. OMEGA SHALL NOT BE LIABLE TO CLIENT FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OMEGA'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Section 5

MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida as they apply to a contract executed, delivered, and performed solely in such State.

5.2 Insurance. To the extent that Omega's personnel may perform work at Client's premises, Omega shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence. Upon the request of Client, Omega shall provide Client with evidence satisfactory to Client of such insurance.

5.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

5.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Ocala Police Department
402 S. Pine Avenue
Ocala, FL 34474

The Omega Group
5160 Carroll Canyon Road, 1st Floor
San Diego, CA 92121

Attn: Major Dennis Yonce

Attn: Alicia Poindexter

5.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

5.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Omega:

The Omega Group, Inc.,
a California corporation,



Milan Mueller, President

11/10/2010

Date

Client:

Ocala Police Department,
Ocala, FL



[Name], [Title]

Date



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EXHIBIT A

Attachment: CrimeView Desktop & CrimeMapping.com, dated September 23, 2010 for Ocala Police Department.

Application Description

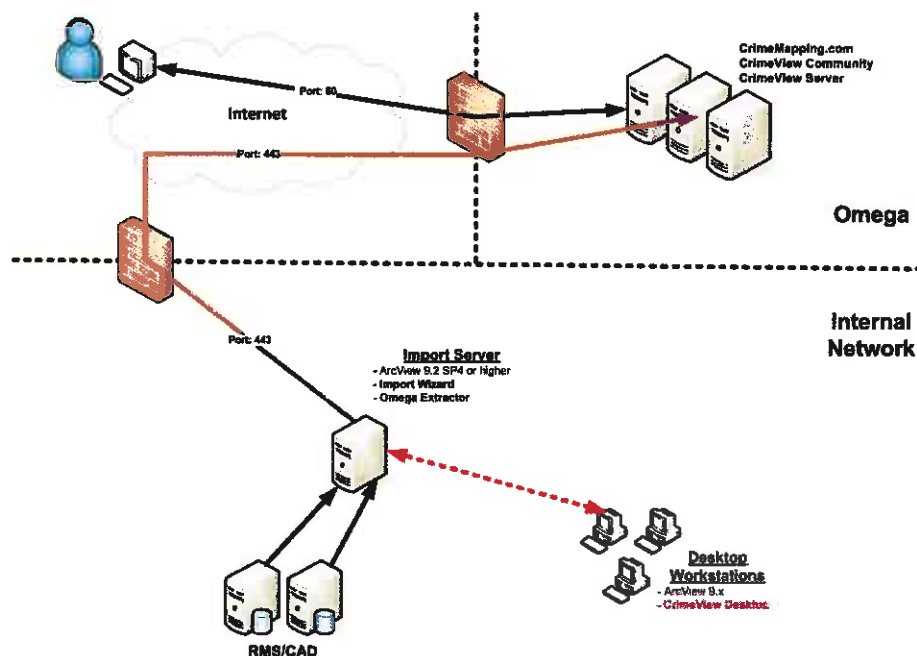
CrimeView Desktop

CrimeView is essential to law enforcement agencies that are committed to Community Oriented Policing, problem solving and CompStat management. CrimeView permits law enforcement agencies to geographically view and analyze data from their RMS (Records Management System), CAD (Computer Aided Dispatch) and known-offender data sets. Users can map, analyze, and report crime incidents by type, proximity, or other search criteria.

This geographic presentation of the data quickly identifies problem areas and trends associated with crime data. Rather than spending hours poring over tables and reports, a visual representation of the same data is presented on a map, which can be evaluated quickly and easily. This information helps with officer deployment by quickly identifying the areas where the officers are needed most. Effectiveness of current law enforcement efforts can be quickly illustrated by the geographic representation.

Project Data Flow

Crime and Person records from the Client's CAD and RMS are automatically extracted, in read only format, via the Omega Import Wizard and converted to an ESRI compatible format. CrimeView Desktop Workstations will access the data for spatial crime analysis.





Project Estimate

Total Cost: \$40,615.00

Software: \$11,000.00**Omega Software:**

- Four (4) licensed copies of CrimeView 4.x \$6,000.00
- One (1) licensed copy of The Omega Import Wizard \$5,000.00

ESRI Software: (Provided by OPD)

- Five (5) licensed copies of ArcGIS 9.x *Not Included*
- Four (4) licensed copies of Spatial Analyst 9.x *Not Included*

Professional Services (Per Task): \$29,615.00**Task 1 Project Planning and Data Collection \$7,830.00**

- Identify GIS map layers and design preferences
- Identify source tabular data from RMS and CAD
- Collect base map GIS data layers
- Connect to records data source, extract sample datasets and send output profiles to Omega using Import Wizard
- Collect lookup tables

Task 2 Application Development \$12,470.00

- Add GIS layers to map document and create address locators
- Develop and configure data import profiles. Five (5) profiles are included
- Create Saved Queries database and design Crystal Report templates
- Add Omega functionality and other customizations to GIS application
- Test application functionality
- Develop training documents

Task 3 Application Deployment (At Client Site) \$5,980.00

- CrimeView Desktop Installation: Up to eight (8) hours on-site. One (1) Omega personnel.
 - Install and configure data import profiles on import machine
 - Test import profiles and import historical data
 - Schedule automated data import process
 - Install and configure OmegaGIS application on user machines
- CrimeView Desktop On-site training: Sixteen (16) hours on-site for three (3) persons, One (1) Omega personnel.
- Travel for The Omega Group: One (1) staff members to provide installation and training for one (1) trip

Quote continues on next page.

- Task 4** **Finishing Application Design** **\$3,335.00**
- Edit and Customize Import Profiles, Saved Queries, Crystal Report Templates and Application Style, per user feedback.
 - Test Application Functionality
- Task 5** **Implement CrimeMapping.com Application** **No Charge**
- The Omega Group will set up an automated export of crime data to the hosted CrimeMapping.com application. The data will be cleaned and geocoded at the client site, and then exported via a Web service transmission to The Omega Group's hosting facility.

CrimeMapping.com: No Charge

The tasks below are related to the development and deployment of your CrimeMapping.com application using Google Maps and ESRI technology. You will have the choice to either go live with your data directly to CrimeMapping.com or test it for a limited time in our staging area. The maximum duration for testing within the staging environment is thirty (30) days. After the thirty (30) day period expires, you will begin paying a monthly or annual hosting fee.

Professional Services:**Task 1 CrimeMapping.com Project Planning**

- Identify data source for incident data
- Identify data fields from incident reports to be displayed in CrimeMapping.com

Task 2 CrimeMapping Development and Deployment

- Set up Import Wizard - CrimeMapping (CM) Layer Output
- Set up Omega Extractor - Server Preparation
- Set up Omega Extractor - Client Installation
- Set up Omega Extractor – Automation (Web Service)
- Test CrimeMapping.com application functionality in staging area
- Launch your CrimeMapping.com application live at Web site

Hosting Fee

The Omega Group will host the application for a period of (1) one year. At the end of the (1) one year term your contract will be automatically renewed with the Customer Support Agreement.

--- End of Quote---

NON-DISCLOSURE

This document has been prepared by the sales division of The Omega Group and is a confidential document that contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of The Omega Group. The estimate will remain valid for 3 months from the date on the estimate for Omega Software and Services only.

Payment Schedule

In consideration of the services to be performed by Omega, Omega shall be entitled to compensation in the total amount of **\$40,615.00**. The payment schedule is as follows:

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• Thirty percent (30%)	\$12,184.50	of the total amount due upon delivery Import Wizard Software. (Data Extractor)
• Thirty percent (30%)	\$12,184.50	of the total amount due upon completion of CrimeView [®] Desktop installation & training.
• Ten Percent (10%)	\$4,061.50	of the total amount due thirty (30) days after completion of services.

Customer Support Program

The first year of support for the application is included in the initial purchase and begins after the completion of onsite installation and training. Please review the Customer Support Program (attached) for further details.

Annual Support Agreement	\$4,525.00
CrimeView Desktop / One (1) license	\$2,875.00
Additional Licenses: \$150/Yr. each	\$ 450.00
CrimeMapping.com / Annual hosting fee	\$1,200.00

*** Ocala Police Department is responsible for contracting directly with ESRI for maintenance and support of all ESRI software.**

Price Book – Catalog

Omega Software	
CrimeView® 4.2, single user license	\$1,500.00
Omega Services	
Additional Training, per person	\$795.00
Additional Profile Development, per profile	\$2,500.00
Other Services, Hourly Rate, Project Manager	\$165.00/hour

Implementation Timeline

Unless otherwise documented, the completion of all services will take approximately 90 days from date of data collection. Onsite installation and training will be scheduled only after application development is complete.

Data Specifications**Datasets to be Imported via Omega Import Wizard™**

The following data sets represent tables of data to be extracted by The Omega Import Wizard. An Import Profile will be built for each data set listed. A total of three (3) profiles have been identified for this project.

Data Set	Database
• Offenses Table	CIS RMS
• Calls for Service	CIS CAD
• Arrests	CIS RMS

Examples of other datasets that can be mapped with the CrimeView application include the following:

Gang Members	Sex Offenders
Victims	Parolees
Warrants	Accidents
Stolen and/or Recovered Vehicles	Citations

Please review the Omega Import Wizard Appendix for more details regarding the Omega Import Wizard and the use of Profiles. Because a significant amount of work (and cost) can be attributed to the incident or person data being imported, it is important that Omega Project Management have access to local knowledge regarding the RMS or CAD data/database as outlined under *General Requirements* (see next page).

Hardware Specifications

Hardware for the Client Workstations (For CrimeView® Desktop)

The Omega Group recommends the following hardware specifications for a workstation with a stand-alone crime analysis application working with ArcView and CrimeView®

Recommended

• Intel Core 2 Duo
• Memory – 2 – 4 GB
• Hard drive – 80GB
• CD-RW/DVD
• Video/graphics -256MB
• 1 Gigabit Ethernet

General Requirements

Client Roles and Responsibilities

Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation. Two critical components to this implementation pertain to local knowledge of the data schema for the CAD and RMS data sources and what data should be available for mapping and reporting.

Database Administrator

The client should expect to provide staff resources who can demonstrate knowledge of the tabular structure (schema) of the RMS and other data sources. These persons will be expected to assist Omega Technicians in building SQL statements that includes all the fields of data that the client wants for mapping and reporting. This assistance would primarily be in the form of understanding database structure and table relationships.

Crime Analyst/ Intelligence Analyst

The client should expect to provide staff resources who can confirm what data needs to be included for mapping and reporting. These persons should have direct experience in working with crime incident data through previous extractions from the RMS and other data sources and from the perspective of a Crime Analyst.

GIS Analyst

The client should provide staff resources that can make available and maintain base map data to the Police Department. Base map data would be in an ESRI compatible format. The assistance would be in providing Omega Technician the current base map layers during the deployment process and providing updated base map data twice a year.

The Omega Group maintains an inventory of data extraction templates (e.g. SQL Statements) that can be used to as a starting point for the development of a customized data interface. However, having client staff that can provide local knowledge of the database can reduce the overall project time, facilitate the ongoing maintenance of the application and produce a more useful crime incident mapping and reporting environment.

Project Planning

Remote Connectivity: Secure or confirm remote access via the use of Expert City's GoToMyPC or the use of a VPN Connection.

- Establishing Remote Connection to the Server(s).
 - Data Collection, Installation and Technical Support may be performed through remote connection, reducing cost of project and time it takes to complete services
 - Omega Recommends ExpertCity's GoToMyPC or VPN for remote connections
 - Provide Network IP Address if VPN is used
- If the client is unable to provide high speed remote access with GoToMyPC or similar connection software to The Omega Group for the collection of the required data sets then an additional fee will be charged to the client based on the additional time required for data collection.

System Architecture

Server and Workstation Hardware: The client will provide for hardware to be utilized in conjunction with CrimeView® Desktop. Hardware should include workstations and a file server(s) to store GIS data.

- The Omega Group recommends the client to maintain a database of relevant Geographic Information in a file server for the CrimeView application(s). This database will be a warehouse of street, boundary and point data, as well as incident and person data sets from the client data systems.

Data

Geography: The client will provide for the geographic base data for the project. In addition to the Street Centerline this may include: Parks, Schools, Beats, Reporting Districts, Landmarks, Stations, Parcels, etc. During the project kick-off a discussion regarding the type and availability of data will ensue.

- Street Centerline File: The client must provide accurate reference data that will be used to generate a geocoding service. Typically the reference data is a street centerline file, address points or a parcel layer.

Application Deployment

Prior to the CrimeView® Desktop Installation: the following items should be completed by the Network Administrator / GIS Coordinator and Crime Analyst:

- ESRI Training Course: The Crime Analysts/ Onsite Administrators have completed ESRI's Introduction to ArcView (course) Information may be found at website: <http://training.esri.com/ilt/schedule/index.cfm>
 - The Omega Group highly recommends all personnel working with CrimeView to have the *Introduction to ArcGIS I* and/or *Introduction to ArcGIS II* training in addition to CrimeView training. At least one person, preferably the on-site CrimeView administrator, should have a solid understanding of ArcGIS (ArcMap and ArcCatalog). The Omega Group requires that at least the system administrator or primary user receive ArcGIS training prior to receiving CrimeView training.
- CrimeView® Desktop Training Facility: The client has secured an adequate room with network and internet access to train individuals on CrimeView® Desktop. The room will require enough workstations for everyone to be trained, each with a copy of ESRI's ArcView 9.x and ESRI's Spatial Analyst 9.x installed. The client will install the ESRI software.

Customer Support Program

The Customer Support Program is limited to the policies below:

Definitions

Customer Support Program: The software and application maintenance package.

Installation Date: The Customer Support Program begins the day Omega staff completes Installation of the software application.

Base Maintenance: The annual payment for the Customer Support Program excluding the maintenance cost per license (see Software Maintenance).

Software Maintenance: The cost of maintenance per CrimeView software license.

Term Date: The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The client will maintain a single Term Date for Base and Software Maintenance.

Payment Guidelines

1. The cost of the Customer Support Program is determined as the sum of both the Base Maintenance and the Software Maintenance.
2. Payment for the Customer Support Program is collected annually on the Term Date. The first annual payment is due one (1) year after the Installation Date.
3. Approximately 45 days prior to the annual Term Date, The Omega Group will send notice of payment in the form of an invoice to the client by email.
4. On the Term Date, The Omega Group will send a quote to the client for the cost of the Customer Support Program for the next Term Date.
5. The cost of the Customer Support Program is subject to a 3% increase, annually.
6. The Software Maintenance for additional software licenses that are purchased after the Installation Date will be paid on the Customer Support Program's Term Date.
 - a. The first annual payment for the additional Software Maintenance will be prorated based on the number of days during the term that preceded the licensing of the additional software.
 - b. Following the first annual (prorated) payment, annual payments for additional Software Maintenance will be paid in full on the Customer Support Program's Term Date.

Term

The term of the Customer Support Program shall commence on the Installation Date and shall continue in effect until terminated in accordance with the Support Policy.

General Terms

To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. You must register the licenses for each software installation with The Omega Group. The Project Manager may assist with software registration.
2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega Project Manager. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.
4. The Customer Support Program must be renewed annually, to continue support services.
5. Terms are subject to change without notice.
6. Prior to support renewal the client will receive a copy of the latest support terms and limitations. Acceptance of the terms and limitations is established by payment.
7. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

Limitations

Users should be aware of the following limitations regarding support services:

1. Omega's technical support is limited to unmodified Omega software technology.
2. Technical support is not a replacement for training. Customized training is available from Omega at an additional cost.
3. Technical support does not cover customizations to existing applications and/or additional development of the Omega application (i.e. building new profiles, reports or queries). These services can be provided for additional cost.
4. Technical Support is intended for Omega software only, and excludes applications that interface with Omega software.
5. Technical support does not include services in response to changes/upgrades in the client's hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment.

6. In the event of complete data loss, due to server crashes or other circumstances unrelated to the to Omega software, The Omega Group will assist as resources permit, but will not be held financially responsible for reinstalling and reconfiguring the server software. If services are needed, The Omega Group may provide services at an additional charge for time, materials, and travel.
7. The Omega Group is not responsible for maintaining back-up files of the software application. The Omega Group may have copies of the client's application files stored at our offices and acquired during the application building and testing, however this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
8. The Omega Group's Customer Support Program is not a replacement for ESRI's software Customer Support Program and does not include costs for ESRI's suite of software products, including costs to install/uninstall ESRI software components.
9. The Customer Support Program enables free software upgrades to existing applications, if the upgrade requires no more than 6 hours of Omega person hours to fully implement. Upgrades that require more than 6 hours of Omega person hours are subject to additional cost. All upgrades where Omega staff hours are performed at the client site are subject to additional cost.
10. The Customer Support Program includes toll free technical support, minor software upgrades, and discounted major version upgrades for one (1) year. The Omega Group plans to perform minor version upgrades approximately once a year. These upgrades will both enhance the usability of the software as well as add additional functionality, especially in the area of analysis tasks.
11. Enhancements to Omega software may be patches that can be downloaded from our website, or may require The Omega Group to send updated software versions via the mail. Notifications of updates are communicated to the client either by telephone or E-Mail.

Additional Limitations for CrimeView Desktop are provided in the CrimeView Desktop Basic Support Plan (Addendum)

Support Hours

Technical support phone hours are during the days of Monday through Friday, from 7AM to 5:30PM PST. Support is not available during the weekend. All calls should be directed to (800)228-1059 or email requests to Support@theomegagroup.com. It is Omega's intent to respond to all technical support requests within first hour of request during normal business hours.

Addendum to Omega Maintenance Program: CrimeView Desktop Basic Support Plan

The Basic Support Plan is intended to provide on-going software support for the original configuration of the Omega Desktop product. This support plan includes the following:

- Omega software updates (minor)
 - Compatibility with the current ArcGIS release
 - Updates for the Omega Desktop software routines / functionality
 - Hotfixes
- Assistance with the setup of Omega Desktop on a new server and/or user's computer.
- Provision of the current Omega Desktop tutorial (digital format)
- Diagnosis of Omega Desktop software issues¹
- Resolution of Omega Desktop software errors²
- Diagnosis of Configuration issues³
- Resolution of Configuration errors⁴

The Basic Support Plan is **NOT** intended to provide services for the following tasks:

Under the Basic Support Plan, the following requests for service will incur an additional cost:

- Change RMS/CAD vendor(s)
- Updates to the following Configuration Files
 - RMS/CAD database schema updates (field length, type, size... table name change, etc...)
 - Lookup table updates (code/description)
 - Saved query updates
 - Crystal Report updates
 - GIS source file updates
 - Re-import of historical data
 - Add/remove Import Wizard profile fields
- GIS editing
- Additional profiles
- Other source file integration
- Consulting
- Geocoding rate enhancement
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Assistance with the setup of Omega Desktop on a new server or user's computer.

¹ "Software issues" include technical questions that are directly related to the Omega Desktop software.

"Software issues" do not include training-related questions.

² "Software errors" include software problems that impede the successful completion of an Omega Desktop routine (i.e. software bug and/or error message).

³ "Configuration Issues" include questions that are directly related to the Omega configuration files.

"Configuration issues" do not include training-related questions.

⁴ "Configuration Errors" include any mis-configuration of the original Omega Desktop product that would impede the successful completion of an Omega Desktop routine (i.e. error message).

Configuration Files

Configuration Files include the following:

1. The Omega Import Wizard's profile configuration
 - a. SQL Statement
 - b. Composite fields
 - c. OmegaGIS fields
 - d. Lookup fields
 - e. Data cleaning
 - f. Spatial query
 - g. Address locators
 - h. Standardization fixes
 - i. Geocoding steps
 - j. Preferences
 - k. Output steps
2. The Omega Import Wizard job configuration (including scheduled task)
3. Crystal Reports
4. Saved Queries
5. GIS and/or other data
6. Map configuration (.mxd & .mxt)
7. Cyclical Reports
8. Threshold Alerts