


CRIMEMAPPING.com™

PROPOSAL

August 6, 2010

ORIGINAL

CrimeMapping.com

The Omega Group hosts CrimeMapping.com. There are no hardware, software or setup costs for choosing our CrimeMapping.com solution.

The tasks below are related to the development and deployment of your CrimeMapping.com application using Web based 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. A static IP Address is required for our automated import process.

Professional Services: **No Charge**

Task 1 CrimeMapping.com Project Planning

- Identify data source for incident data (RMS preferred)
- Identify data fields from incident reports to be displayed in CrimeMapping.com (fields used include: *address, crime type, description, date/time and case number*)

Task 2 CrimeMapping.com Development and Deployment

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

Note: Currently a minimum of ArcGIS 9.2 Service Pack 4 is required in order to provide clients with our CrimeMapping.com service. All labor will be performed by The Omega Group. The Omega Group will supply ArcGIS if needed. Please refer to esri.com for information on the minimum requirements for ArcGIS.

Hosting Fee: **\$100 per month**

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 as long as your agency is current on annual maintenance fees with The Omega Group.

Hosting Fees are as follows:

Population Under 100,000 - 1-Year Agreement: \$100.00 per month - \$1,200 annually

Your agency will be invoiced for the annual agreement amount once your data is posted live at CrimeMapping.com. Payment is due thirty (30) days from invoicing. In the case of credit card payments The Omega Group will automatically charge Customer Credit Card on file all fees associated with the account on the due date. The Omega Group may, at its option, charge a 10% fee for late payments. Cancellation of the annual hosting agreement must be requested in writing sixty (60) days prior to the expiration date.

Project Description

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 secured hosting facility.

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.

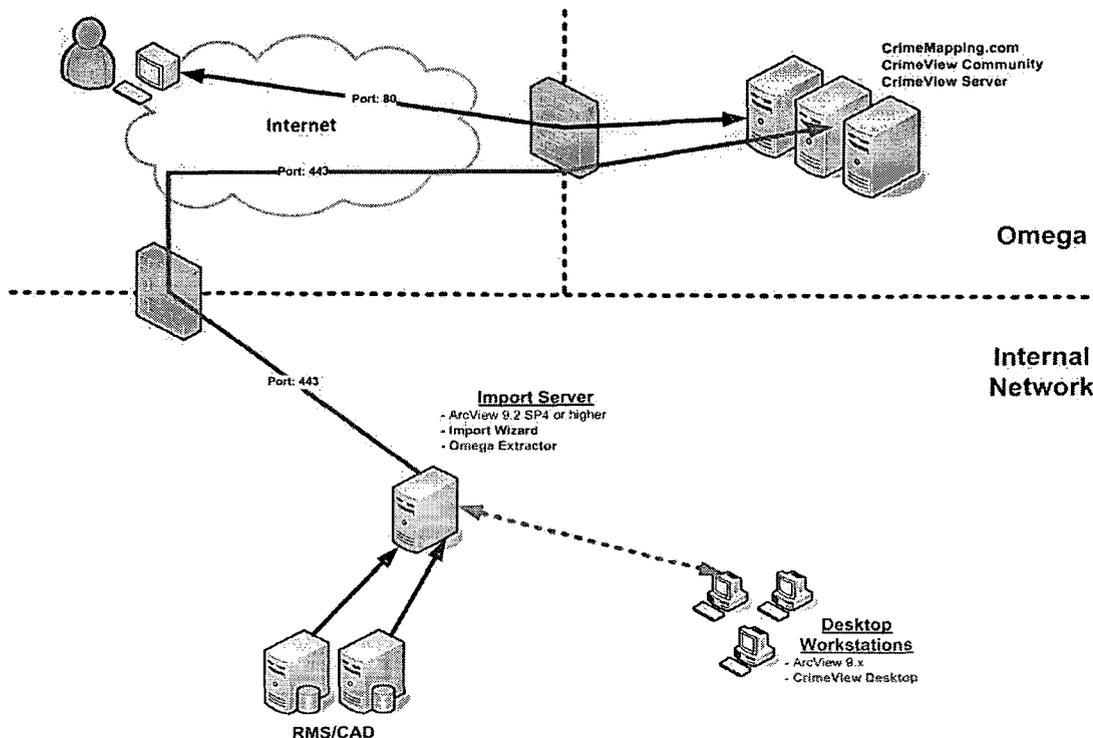
Database Administrator

The client should expect to provide staff resources who can demonstrate knowledge of the tabular structure (schema) of the RMS and other data sources. This assistance would primarily be in the form of understanding database structure and table relationships.

Project Specifications

Data Flow

The diagram below depicts the data flow from the Law Enforcement Databases to the CrimeMapping.com application.



CrimeMapping.com Hosting Agreement

1. Services

Omega shall retain the right to perform work for others during the terms of this Agreement.

- 1.1 Purpose. This Agreement sets forth the terms and conditions under which Omega agrees to host Software and provide all other services, data import / export, monitoring, support, backup, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth in the proposal. This Agreement and the proposal shall remain in effect unless terminated as provided herein.
 - 1.1.1 Authorized Users. Unless otherwise limited in the proposal, Customer and any of its constituents that have a need to use the Software for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Omega shall be responsible for setting up identification and password use for staging purposes only.
- 1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of Customer.
- 1.3 Backup and Recovery of Customer Data. As a part of the Services, Omega is responsible for maintaining a contemporaneous backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Additionally, Omega shall store a backup of Customer Data no less than daily; however Omega will not be responsible for Customer Data lost after the most current backup and before the next scheduled backup.
- 1.4 Change Order Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under the proposal. If Customer requests changes in the scope, Customer shall notify Omega, and Omega shall notify Customer whether or not the change is feasible and any associated costs for the change. With approval from both parties, Omega shall issue a change order, which will be executed by both parties.

2. Term and Termination.

- 2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of the proposal (the "Initial Term") shall commence on the Effective Date and continue for 12 months thereafter. Following the Initial Term, the proposal shall automatically renew for successive one year terms (each, a "Renewal Term") until such time as Customer provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 2.3 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Customer shall pay to Omega all undisputed amounts due and payable hereunder.
- 2.4 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Customer Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. **Non-Disclosure of Confidential Information**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- 3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning.

4. **Proprietary Rights.**

- 4.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Omega.
- 4.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Omega repository (the "Customer Data," which shall also be known and treated by Omega as Confidential Information) shall be and remain the sole and exclusive property of Customer. Omega is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

4.4 The provisions of this Section shall survive the termination of this Agreement.

5. **Information Security.**

Omega provides an information security environment to protect Customer's information assets.

5.1 Undertaking by Omega. Without limiting Omega's obligation of confidentiality as further described herein, Omega shall be responsible for establishing and maintaining an information security environment that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data.

6. **Fees and Expenses.**

Customer shall be responsible for and shall pay to Omega the fees as further described in the proposal, subject to the terms and conditions contained therein. Any sum due Omega for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days from Invoice Date by Customer of an invoice from Omega.

6.1 Billing Procedures. Omega shall bill to Customer the sums due pursuant to the proposal by Omega's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; and, (d) total amount due. Omega shall forward invoices in electronic copy format to _____.

6.2 Non-binding Terms. Any terms and conditions that are included in Omega invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.

6.3 Late Payments. Payments made by Customer later than thirty (30) days from Invoice Date are subject to a fifteen (15%) penalty increase in fees.

7. **Disclaimer of Warranties**

Except as expressly provided herein, The Omega Group, and its owners, employees, affiliates, agents, vendors, and the like, make no warranty connection with The Omega Group hardware or services, whether written or oral, statutory, express or implied, including without limitation the warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

8. **Limitation of Liability.**

The Omega Group, its owners, employees, affiliates, agents, vendors, and the like shall not be liable for any lost profits, lost business, lost data or direct, indirect, incidental, special, or consequential damages that result from the use or inability to use The Omega Group hardware or services. Customer agrees that its sole and exclusive remedy shall be return or reduction of fees payable to The Omega Group.

9. General Provisions.

9.1 Certification. By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

9.1.1 The submission of the offer did not involve collusion or other anti-competitive practices.

9.1.2 The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

9.1.3 The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

9.2 Gratuities. The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

9.3 Applicable Law. In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance

with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E -Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 9.4 Legal Remedies. All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
- 9.5 Provisions Required By Law. Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
- 9.6 Severability. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 9.7. Relationship To Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be



withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

- 9.8. Right To Audit Records. The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
- 9.9. Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
- 9.10. Prohibited Political Contributions. Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision
- 9.11. 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 Customer 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.
- 9.12. 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.

City of Peoria
IT Department Technology Center
8401 W. Monroe St.
Peoria, AZ 85345
Attn: Tim Smothers

The Omega Group
5160 Carroll Canyon Road, Suite 100
San Diego, CA 92121
Attn: Account Payable



9.13 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

Date

Customer:

City of Peoria, AZ

Name Herman Koebergen

8-6-2010

Date

Materials Manager

Title

NOTE: Page 10 of this document must be completed and contain an authorized signature in order for work to proceed with CrimeMapping.com. This completed document can be faxed back to The Omega Group offices at:

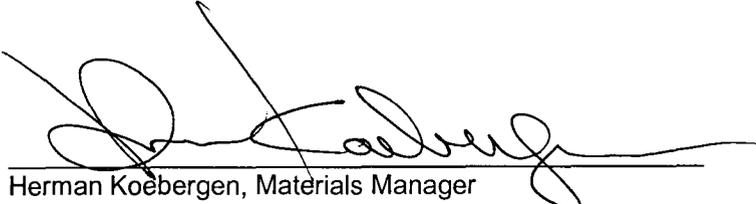
FAX: (858)450-0239 or e-mailed to sales@theomegagroup.com

If you have any questions please feel free to contact us at: (800)228-1059

NON-DISCLOSURE

This estimate 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 Quote will remain valid for budgetary purposes only for up to 6 months from the date of creation.

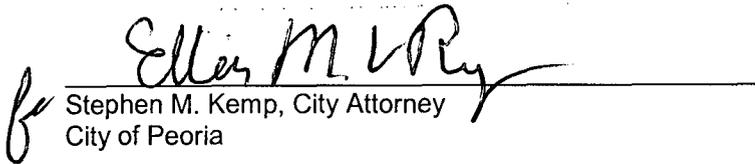
CITY OF PEORIA, ARIZONA
A Municipal Corporation



Herman Koebergen, Materials Manager
City of Peoria

Approved as to form:

Ellen Van Riper, Assistant City Attorney



Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Mary Jo Waddell, City Clerk
City of Peoria



8/11/2010
Date

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