



City of Grand Island

Tuesday, November 23, 2010

Council Session

Item G17

#2010-334 - Approving Contract for Crime Mapping Services

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: November 23, 2010

Subject: Contract for Crime Mapping Services

Item #'s: G-17

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department would like to provide the citizens of our community a crime mapping service on our web site. Crime mapping services provide a software package that allows the community to observe where selected crimes occur in the City over a specific period of time. The Omega Group is offering to implement their “CrimeMapping” software program with the Police Department for one year at no cost for the service. The annual cost for the service would be \$100 per month or \$1200 a year after the first year if the Police Department would continue the service. The Police Department is not obligated to maintain the service after the first year if funding is not available.

Discussion

The Omega Group is a software company that provides the City’s GIS software. They offer a crime mapping software package called “CrimeMapping.” CrimeMapping software takes basic information from selected police offenses and then displays them on a map of the City using symbols to designate the different types of offenses. The Omega Group also establishes a link to access the CrimeMapping software from the Police Department web page. This allows anyone to access the crime information from the Police Department web site.

Each selected category of crime is displayed with a unique symbol. Basic information about the crime such as type of crime, case number, date, and location will appear when a user clicks on a symbol. The Police Department will select the types of crimes and the reporting period, that will be displayed on the CrimeMapping site. Once the initial setup is achieved, the CrimeMapping software retrieves the crime data from our records

management software without additional Police Department personnel resources being needed to serve the site.

The Omega Group will install and provide CrimeMapping to the Police Department for one year free of costs. The Police Department has ability to decide to maintain the service or cancel the service after the first year. There would be no costs if the Department decided to cancel the service after the first year. The annual fee to maintain the service after the first year is \$1200 per year. This is competitive with another similar company that would charge \$99 per month for their service. The Police Department can cancel the contract any year with notice.

The Cities of Lincoln and Omaha Police Departments provide CrimeMapping to their communities on their web sites if you would like to see how the service works. We are not proposing to provide narratives as provided on the Lincoln site as it would require our staff time to post and enter the narratives.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Postpone the issue to future date
3. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the contract with The Omega Group Inc. to provide “CrimeMapping” software services to the Police Department at no cost for the first year of service and an annual cost of \$1,200 per year for additional service.

Sample Motion

Move to approve the contract with The Omega Group Inc. to provide “CrimeMapping” software services to the Police Department at no cost for the first year of service and an annual cost of \$1,200 per year for additional service and authorize the Mayor to sign all related documents.

November 9, 2010

Pat Larson
GIS Specialist
City of Grand Island, NE

Re: CrimeMapping.com

Dear Pat Larson,

CrimeMapping.com has been developed by The Omega Group to help law enforcement agencies provide the public with valuable information about recent crime activity by neighborhood. A well informed citizenry has been proven effective in reducing crime. CrimeMapping.com will greatly enhance your community oriented policing efforts as well as provide your agency with increased transparency.

ESRI core technology helps CrimeMapping.com provide the most accurate and timely data available. We generalize information by block address and can filter out any victim sensitive crimes as needed. CrimeMapping.com never posts any data without the full permission of each agency and we never scrape data from other sites.

The Omega Group has been dedicated to building safer communities since 1992. Our professional experience includes working with over 500 law enforcement agencies throughout North America in implementing our CrimeView Enterprise solutions, which focus on mapping and analysis applications for crime analysts, officers, command staff and the community. The Omega Group is an ESRI (Premier) Foundation Partner, recognized by ESRI for its development of solutions built on ESRI technology.

Please do not hesitate to let me know if you have any questions; our toll-free number is:

(800) 228-1059

Thank you,



Chris Baldwin
Regional Sales Executive



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:

ESRI ELA Package (12 Months at No Cost)

The Omega Group will host the application for a period of (1) one year from the date your data is live for public use. At the end of the (1) one year term, the renewal fee will be **\$100.00 per month (\$1,200 per year)**.

When fees are due, 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.

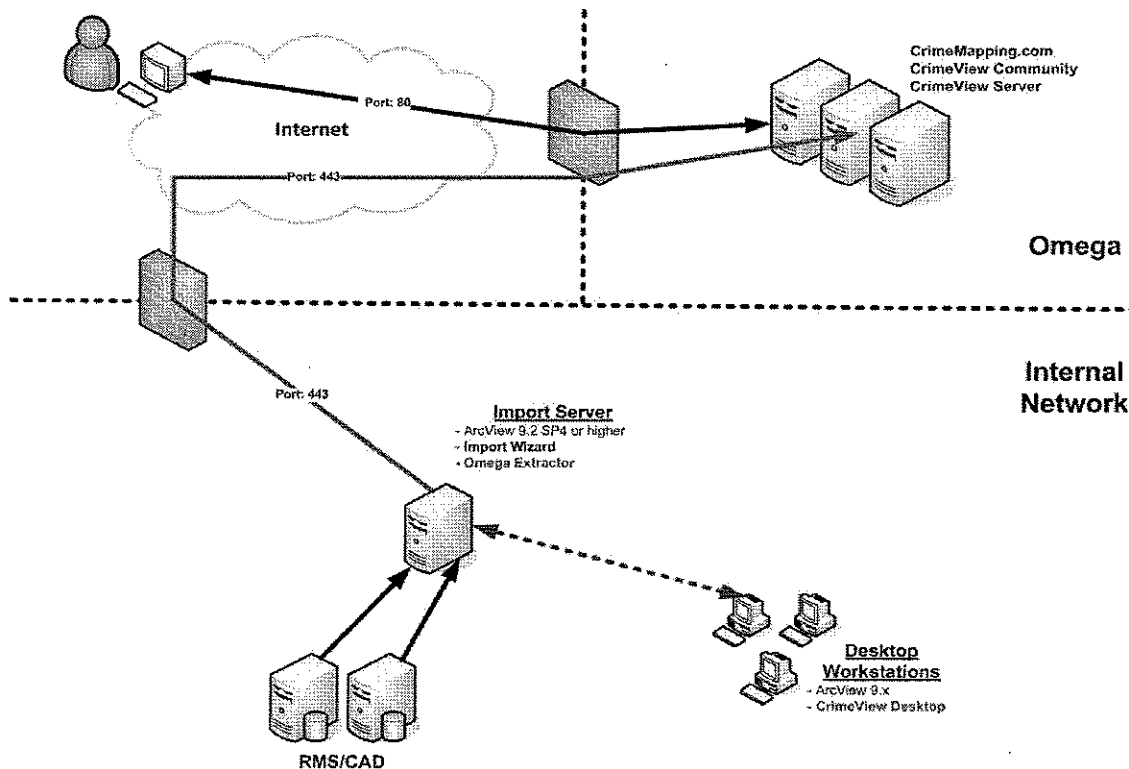
Database Administrator

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 thirty (30) 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 Forty-Five (45) 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 forty-five (45) 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 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract executed, delivered, and performed solely in such State.

9.3 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.

9.4 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.

Grand Island Police Department

Grand Island, NE

The Omega Group

5160 Carroll Canyon Road, Suite 100

San Diego, CA 92121

Attn:

Attn: Account Payable

9.5 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 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.

9.6 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.

- 9.7 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

Date

Customer:

~~Grand Island Police Department,~~
City of Grand Island, NE

Name

Date

Title

NOTE: Page 8 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.

RESOLUTION 2010-334

WHEREAS, The Grand Island Police Department's goal is to provide more information to citizens about crime in Grand Island, and

WHEREAS, The Omega Group provides CrimeMapping software services that allow law enforcement agencies to provide crime data information on their web site, and

WHEREAS, CrimeMapping software works with the City's GIS software and the Police Department's records management software, and

WHEREAS, The Omega Group will install and provide the CrimeMapping program free for one year with competitive costs for additional years of service

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the contract for the CrimeMapping program with The Omega Group.

Adopted by the City Council of the City of Grand Island, Nebraska, November 23, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 18, 2010	☐ City Attorney