

**PROFESSIONAL SERVICES AGREEMENT
FOR THE PURCHASE OF FIREVIEW SOFTWARE
AND RELATED SERVICES**

THIS AGREEMENT is made and entered into this 17th day of September, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and THE OMEGA GROUP, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to purchase software and related services from Consultant as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide City with the FireView Desktop software and the associated services described on pages 1-18 and 23-25 of Consultant’s Proposal attached as Exhibit “A” and incorporated herein by this reference. Consultant shall also provide City with the FireView Dashboard software and the associated services described on pages 1-21 and 28-30 of Consultant’s Proposal attached as Exhibit “B” and incorporated herein by this reference. The form agreements set forth in Exhibit A on pages 19-22 and Exhibit B on pages 22-27 are specifically excluded from this Agreement.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including,

but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedules set forth in Exhibits A and B. Consultant's total compensation for the services performed under this Agreement shall in no case exceed Forty-Nine Thousand, Five-Hundred Five Dollars (\$49,505.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services set forth in this Agreement, unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term, the Agreement shall automatically renew year after year, up to five one-year renewal terms, for maintenance and subscription services, unless the City gives Consultant written notice of termination at least thirty (30) days prior to the end of the current term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings,

maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. Said certificates shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Specifically excluded from this Agreement are the form agreements contained on pages 19-22 of Exhibit A and on pages 22-27 of Exhibit B. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

The Omega Group
5160 Carroll Canyon Road,
1st Floor
San Diego, CA 92121
Tel: 858-450-2590
Fax: 858-450-0239
Attn: Accounts Payable

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5091
Fax: 714-754-4944
Attn: Fred Seguin

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for

Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of Consultant's proposals, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over Consultant's proposals.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

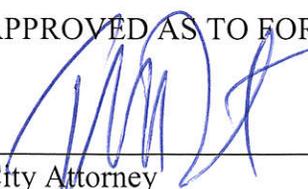
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

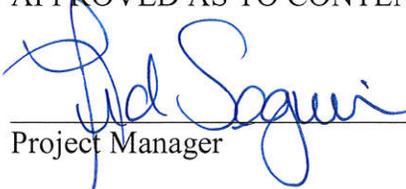
Date: 09/11/13

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:



Project Manager

Date: 9/10/2013

EXHIBIT A

**CONSULTANT'S PROPOSAL
FIREVIEW DESKTOP**

FireView Desktop

August 27, 2013

To: Suzy Burns
Organization: Costa Mesa Fire Department, CA
Phone: 714.754.5091

From: Chris Baldwin
Phone: (858) 450-2590 x115
Email: chris@theomegagroup.com

FIREVIEW™ | *Enterprise*

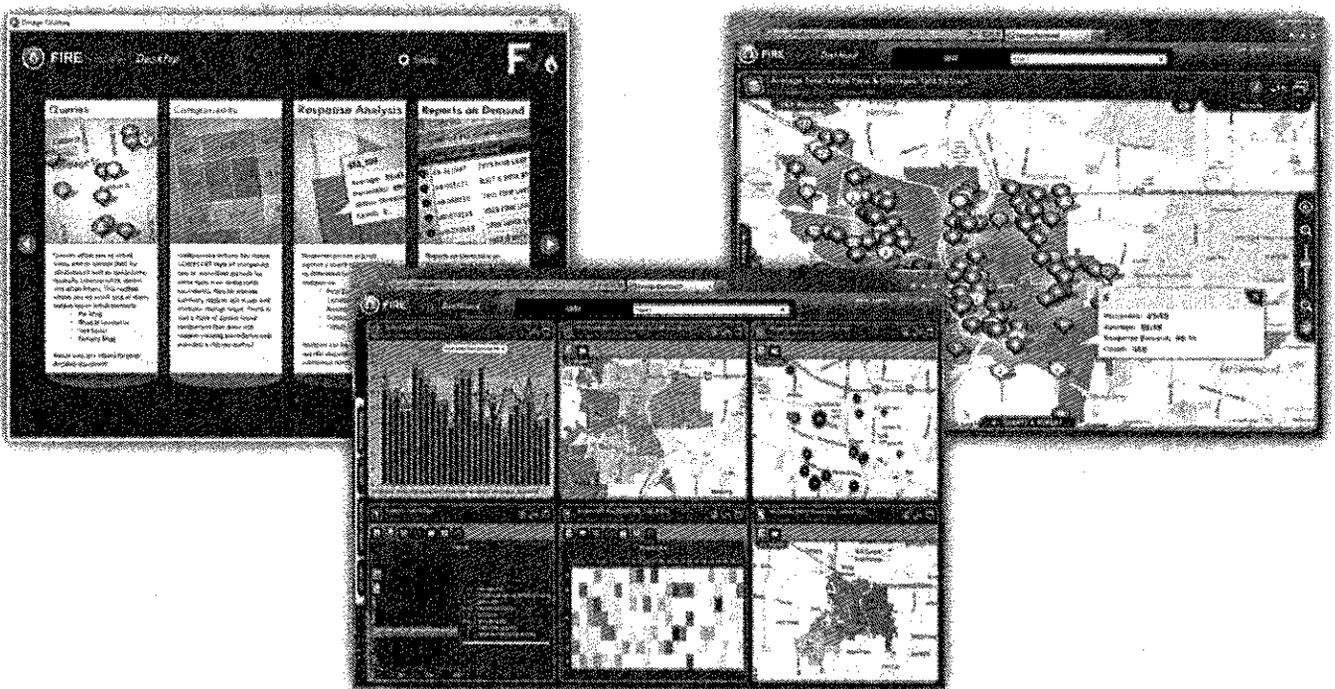


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NON-DISCLOSURE

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 estimate will remain valid for 3 months from the date on the estimate for Omega Software and Services only.

FireView Desktop Deployment for the Costa Mesa Fire Department
Establishing an Incident Response Analysis Capability for Planners and Analysts

- TARGET:** To deploy FireView Desktop to provide decision support, advanced analysis and customized mapping and reporting capabilities
- Provide one (1) license of FireView Desktop for advanced analysis
 - Configure FireView Desktop to interface with the Zoll FireRMS
 - Data sets include Incident Reports and Apparatus Reports
 - Onsite FireView Desktop training
 - Data/Design Discovery
 - Applied FireView Techniques
 - Network Modeling Tools
 - Unlimited capacity for historical data storage
 - Software maintenance and technical support
 - Phone and email customer support service
 - Provide Esri Software and Tom Tom Dynamap data
 - Provide Crystal Report templates

Executive Summary

The Omega Group delivers proactive fire response operations management solutions combining data, analytics, intelligence and mapping that enables new precision workflows which optimize daily fire response strategies while delivering more positive public safety outcomes at less cost to departments and risk to field personnel.

FireView Desktop

FireView enables you to address NFPA Standard 1710 compliance and ISO audits as well as Standards of Cover through the use of numerous data mining tools. Our solution can be used to locate new stations, redistribute response areas, analyze station coverage, determine first due areas and run orders in order to better serve your community.

Features

- Investigate FIRE/EMS calls for service within any response area, near or at an address or landmark such as an assisted living complex or retirement home.
- Query for incident activity by multiple categories such as call type, location type, unit, response time, date or time in order to assess existing deployment strategies.
- Create density, hot spot and repeat calls maps to help isolate problem areas
- Analyze response patterns
- Pinpoint the number of stations able to respond within a specific response time at any location
- Optimize the response capabilities of Fire/EMS stations. Determine the estimated response zones and incident coverage by drive time or distance.
- Depict the average response time or total calls per hour and DOW graphically

Cost Summary

FireView Desktop Deployment	Fees
FireView Desktop Software	\$8,700.00
<ul style="list-style-type: none"> • Two (2) FireView Desktop licenses • One (1) Import Wizard license 	
 Esri Software	
<ul style="list-style-type: none"> • One (1) Spatial Analyst 10, Single User License 	\$2,500.00
 Data	
<ul style="list-style-type: none"> • TomTom Dynamap Dataset, Orange County, Large dataset, 1 – 5 Users 	\$3,000.00
 Professional Service Package	 \$15,887.50
<ul style="list-style-type: none"> • Configuration for two (2) data connections <ul style="list-style-type: none"> ○ Incident Reports ○ Apparatus Reports • Application Configuration and deployment <ul style="list-style-type: none"> ○ Response data model configuration ○ Report configuration ○ Saved Query configuration • Training <ul style="list-style-type: none"> ○ On-site functionality training for end-users <ul style="list-style-type: none"> ▪ First Trip: Data/Design Discovery (6 hours) ▪ First Trip: Applied FireView Techniques (6 hours) ▪ Second Trip: Network Modeling Tools (4 hours) 	
 Travel	 \$950.00
Total Software/Professional Services/Travel:	\$31,037.50
	Total Maintenance: \$3,000.00

Maintenance Fees

Maintenance fees represent the cost of maintaining the enterprise solution module. Maintenance Program will commence on completion of installation and training of the system. See the Customer Support Program for additional details.

Payment Schedule

The payment schedule consists of four (4) payments and is due as follows:

Objective	Fee	Terms
FireView Desktop licenses, Esri licenses, Tom Tom data and travel costs	\$15,150.00	Payment due upon completion of Project Kick-Off Meeting (Task 1)
FireView Desktop 40% of Professional Services Costs	\$6,355.00	Payment due upon completion of FireView Desktop Application Deployment (Task 4)
FireView Desktop 40% of Professional Services Costs	\$6,355.00	Payment due upon completion of FireView Desktop Training (Task 5)
FireView Desktop 20% of Professional Service Costs	\$3,177.50	Payment due upon completion of FireView Desktop Finishing Application Review (Task 6)

Additional FireView Options

- Data Integration (per data set) Service \$2,500.00 (Simple) to \$7,400.00 (Complicated)
- FireView Desktop license Software \$1,850.00 per license/ \$150.00 per year
- Esri Software: ArcGIS 10 Software \$1,500.00 per license
- Esri Software: Spatial Analyst 10 Software \$2,500.00 per license
- Crystal Report Design Service \$500.00 per report

Scope of Work

1. Project Planning/Management

- 1.1. Prepare project plan and timelines
- 1.2. Software and database requirements
 - 1.2.1. Review deliverables by Omega
 - 1.2.1.1. Omega client software
 - 1.2.1.1.1. Omega Import Wizard
 - 1.2.1.1.2. FireView Desktop
 - 1.2.1.2. FireView Desktop
 - 1.2.2. Review deliverables by Client
 - 1.2.2.1. Esri software: ArcGIS Desktop 10, Spatial Analyst
 - 1.2.2.2. Crystal Reports Software (for Reports)
- 1.3. System Architecture
 - 1.3.1. Identify hardware components and configuration.
 - 1.3.1.1. Import server
 - 1.3.1.2. Client Workstations
- 1.4. GIS map layers and design preferences
 - 1.4.1. Identify base map GIS data layers for geographic querying
 - 1.4.2. Identify reference data for geocoding
- 1.5. CAD/RMS/other source data
 - 1.5.1. Review import process and automation
 - 1.5.2. Identify fields to be imported
 - 1.5.3. Review database schema and tabular relationships
- 1.6. Desktop Design
 - 1.6.1. Review design options for baseline deployment
- 1.7. Determine remote connection method
- 1.8. Review roles and responsibilities

2. Omega Import Wizard Configuration

- 2.1. Client will install/license ArcGIS on import server or workstation
- 2.2. Client will install/license Import Wizard on import server or workstation
- 2.3. Omega will create import profiles for RMS data extraction
 - 2.3.1. Omega will create SQL Statement
 - 2.3.2. Omega will configure data processing steps
 - 2.3.3. Omega will work with the client to group incident types into one of the available standard Omega fire type categories (where applicable)
 - 2.3.4. Omega will configure geocoding process, review the sample data's geocoding rates and provide recommendations
 - 2.3.5. Omega will configure output dataset

3. FireView Application Configuration

- 3.1. Omega will add GIS layers to map document and design base map cartography, public safety symbology, labeling and layout template
- 3.2. Omega will create saved queries database
 - 3.2.1. Client will provide pick list values in tabular format
 - 3.2.2. Define saved queries (not to exceed 5 saved query categories per import dataset)

- 3.3. Create Cost Matrix for response analysis tools
- 3.4. Configure Crystal Report templates
 - 3.4.1. Incident Detail and Summary (Incident)
 - 3.4.2. Apparatus Detail (Apparatus)
 - 3.4.3. Incident Repeat Calls (Incident)
 - 3.4.4. Exception Report (Incident)
 - 3.4.5. Response Comparison Report (Apparatus)
 - 3.4.6. Apparatus Response Time (Apparatus)

Optional Reports, Client will select no more than five (5) from the following list:

- 3.4.7. Response Time Fractals (Incident)
- 3.4.8. Response Time Percentiles (Incident)
- 3.4.9. Stacked/Concurrent Calls (Incident)
- 3.4.10. Incident Loss Value (Incident)
- 3.4.11. Apparatus 1710 Response (Apparatus)
- 3.4.12. Incident Audit (Incident)
- 3.4.13. Call Frequency (Incident)
- 3.4.14. Temporal Response Time (Apparatus)
- 3.4.15. Resource Allocation (Apparatus)
- 3.4.16. Response Reliability (Apparatus)
- 3.4.17. Effective Response Force (Apparatus)

4. FireView Application Deployment (Remote)

- 4.1.1. Client will install/license ArcGIS Desktop on each workstation
- 4.1.2. Client will install/license FireView Desktop on each workstation
- 4.1.3. Client/Omega will establish a centralized location for the GIS data and shared application resources
- 4.1.4. Omega will test the import process and FireView Desktop application
- 4.1.5. Omega will import up to three (3) months of historical data for each dataset; the client will be responsible for importing data beyond three (3) months
- 4.1.6. Omega will configure the profile import automation with the client's assistance

5. FireView Application Training (At Client Site)

- 5.1. FireView Desktop on-site training
 - 5.1.1. Up to six (6) computers for training; Recommended participants include the following:
 - 5.1.1.1. Public Safety analyst
 - 5.1.1.2. GIS manager
 - 5.1.1.3. Command staff representative
 - 5.1.1.4. IT representative
 - 5.1.1.5. Records or data entry clerk
 - 5.1.1.6. Database administrator
 - 5.1.2. One (1) Omega trainer will conduct the training session
 - 5.1.3. Training will be approximately twelve (12) hours over the course of two (2) days
 - 5.1.4. Client will ensure that the appropriate ESRI software is installed on the training workstations, prior to the arrival of Omega trainer
- 5.2. Omega will provide FireView Desktop refresher tutorials

6. Final Application Review

- 6.1. Following FireView Desktop training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:
 - 6.1.1. FireView saved queries are working properly and the correct pick list values are included
 - 6.1.2. FireView saved queries return anticipated results (records)
 - 6.1.3. Data shown in the selection table and reports matches source data
 - 6.1.4. Omega Street network is accurately tuned
 - 6.1.5. Geocode process is configured properly
- 6.2. Omega will send the client a project completion sign-off form; the client will sign/date the form and e-mail/fax back to Omega and the project will be marked as complete.

Project Requirements

Software Specifications

For FireView Desktop the following software will be required for the deployment:

Omega Software	Esri Software	Other
Omega Import Wizard	ArcGIS (ArcView) v10	Crystal Reports XII
FireView Desktop	Spatial Analyst v10	

Data Specifications

FireView automates the import of source data via an application called the Import Wizard. Each FireView Desktop dataset (layer) is imported daily via Import Wizard profiles (licensed individually). The profile license contains configuration information for extracting data from a data source (via a SQL Statement), geocoding, data processing, & subsequently outputs/appends the result into a GIS feature class format. It is important to consider that source data originating from a relational database will be transposed into a de-normalized (flat file) format. As a result, there will be one "dot" on the map per record in the FireView dataset.

Dataset	Data Source	Dataset	Data Source
Incident Reports	Zoll RMS	Apparatus Reports	Zoll RMS

Please see the Data Schema Addendum for descriptions of proposed datasets.

GIS Data Specifications

Boundary and Landmark Features

The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest

Geocoding Reference Data

The client is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

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. **It is important that the street network file accurately support networking functions, including travel speeds, one-way streets, prohibited turns, overpasses, underpasses, and closed streets, where appropriate.** It will be the client's responsibility at all times to ensure that the Street Network is accurate and compliant with the FireView application.

Application Specifications**Report Specifications**

Crystal Reports is the standard reporting tool for FireView Desktop. FireView includes a set of standard report templates. Omega can design additional reports at the request of the client (additional fees apply).

Symbology

All applications include standard Omega symbology for each data source.

Saved Queries

Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

Geographic Queries

Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

Windows Specifications

A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

Remote Access Requirement

Establishing remote connection to the server(s)

- Data collection, installation and technical support will be performed through remote connection
- Omega recommends Citrix's GoToMyPC, GoToAssist, or a VPN for remote connections
 - Client must provide the necessary remote access details

If the client is unable to provide high speed remote access, a fee will be incurred based on the additional time required for data collection and application development

Hardware Specifications

Import Server

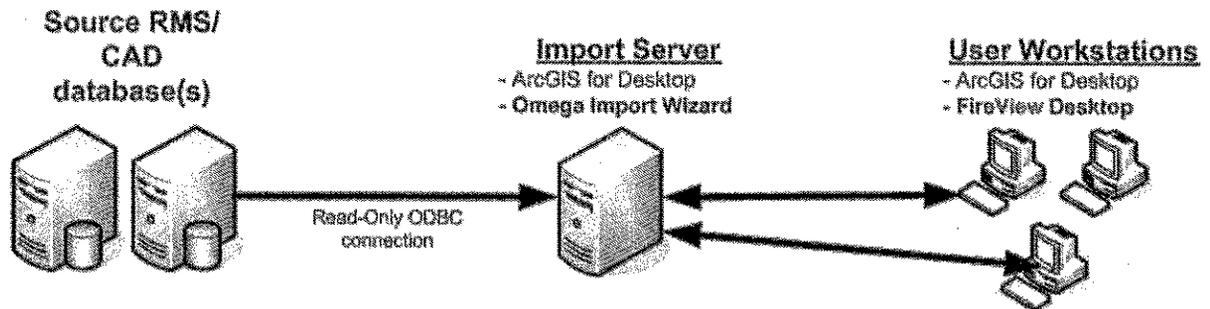
- Intel® Xeon® 5400-series (or later) Quad-core processor (2.0 GHz or faster)
- 8 GB RAM
- RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
- 1000Mb Network Card
- Windows Server 2008 or 2008 R2 Standard (upon compatibility with ESRI's ArcGIS software)

End-user Workstations

- Intel Core Duo or Intel i-Series processor (2.6 GHz or faster)
- 4 GB RAM
- 250 GB hard drive
- DVD drive
- Video/graphics card (256 MB RAM or better)
- Minimum monitor resolution of 1,280 x 1,024 px
- 100/1000Mb Network card
- Windows Vista or Windows 7 (upon compatibility with ESRI's ArcGIS software)

Configuration Diagram

The diagram below depicts the data flow from the client databases to the FireView Desktop



Training

An Omega instructor-led course provides students with the knowledge and skills that are needed to operate manage and support the Omega modules. Each course offers a significant amount of hands-on practices, discussions, and assessments that assist students in becoming proficient in the skills that are needed to manage and execute the functions of each FireView module successfully. In addition to FireView Desktop Training, which is included in our services, the client will be expected to complete ArcGIS training (not included in our services) as described below.

FireView Desktop Training

Our FireView Desktop training session is equally personalized and interactive covering capabilities for the End-User. Training is broken down into a two (2) day, twelve (12) hour program.

End User Training

The end user FireView Desktop training package trains your end users on the FireView Desktop extension to ArcGIS Desktop software. The topics covered range from simple user interaction to more advanced ad hoc report, interactive data analysis and Esri software use relative to FireView Desktop functionality.

- Navigating/using the FireView Desktop
- On the fly query creation and report retrieval
- Response Analytics
- Threshold Alerts
- Cyclical Reports
- Interactive Data Analysis
- Response Matrix Development

ArcGIS Training Requirement

The Omega Group requires that all personnel who will be end users of the FireView software receive *Learning ArcGIS Desktop (for ArcGIS 10)* training prior to FireView training. At least one person, preferably the on-site FireView administrator, should have a solid understanding of ArcGIS (ArcMap and ArcCatalog). For more information on the ArcGIS Desktop 10 training, please visit:

<http://training.esri.com/gateway/index.cfm?fa=catalog.webCourseDetail&CourseID=1942>.

Roles and Responsibilities

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.

Client Project Manager

The client project manager is responsible for the timely coordination of assigned project tasks.

Database Administrator

The client database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data, including provision of an ODBC database connection when necessary.

IT Specialist

The client IT specialist is responsible for installing/licensing the Esri/Omega software, providing a method of remote access, and creating a sub-domain host header.

GIS Analyst

The client GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

Public Safety Analyst

The public safety analyst should have experience working with CAD/RMS data. The public safety analyst should provide input during the project's development.

Omega Roles and Responsibilities

Omega Project Manager/Lead

The Omega project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)
- Identifying priorities and managing the resources required to meet the project objectives
- Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
- Delivering project in compliance with both client and internal quality control standards and guidelines
- Conducting training

Customer Support Program

The Customer Support Program is covered under the annual maintenance fee. The customer support program is defined by the policies below.

Definitions

Customer Support Program: The software and application maintenance package.

Support Activation Date: The date support begins. This occurs on the installation date of the software application.

Term Date: The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The Term Date is established as the day and month that the software is installed on.

Payment Guidelines

1. The cost of the Customer Support Program is calculated to be 20% the cost of software and data connections.
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 of software.
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. After the first annual payment, all future payments for the Customer Support Program are subject to a 3% increase, annually.
5. The Software Maintenance for additional software licenses that are purchased after the Support Activation 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.

General Terms

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

1. The software license will be registered with The Omega Group. The Omega 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. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will automatically renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ap@theomegagroup.com.
6. 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, "off-the-shelf" Omega software technology. Any issues that arise from the client modifying the application's files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.
3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.
4. Technical Support only covers issues with Omega software and excludes any issues with 3rd party applications that interface with Omega software.
5. Technical support does not cover issues that arise from 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. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
6. The Omega Group is not responsible for maintaining back-up files of the client's software application. The Omega Group may have copies of the client's application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
7. In the event of complete data loss due to a client's server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not

be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.

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 Omega Group's Customer Support Program includes software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.
10. Omega software is dependent upon specific versions of 3rd party software applications. Upgrades to 3rd party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the "mature" or "retired" phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3rd party applications are not covered under support and will require additional charges for time and materials. Please contact The Omega Group before planning any upgrade to supporting 3rd party software applications.

Remote Connectivity

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix's GoToMyPC or GoToAssist for remote connections. Client must provide the necessary remote access details if a VPN is used.
3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

Support Hours

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to Support@theomegagroup.com. It is Omega's intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

Addendum to Omega Maintenance Program: FireView Desktop 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
- Saved Query Updates
 - Clients are entitled to two (2) saved query updates annually
 - Saved Query updates are by client request when new query values are made available

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)
- RMS/CAD database schema updates (field length, type, size... table name change, etc...)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Assistance with the setup of Omega Desktop on a new server or user's computer.
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles
- Consulting
- Street network & cost matrix updates (integrating new/updated street data into the cost matrices)

"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

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).

- 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. GIS and/or other data
 5. Map configuration (.mxd & .mxt)
 6. Cyclical Reports
 7. Threshold Alerts

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is entered into this ____ day of ____, 2013, to be effective as of [Effective Date] ("Effective Date"), by and between the **Costa Mesa Fire Department** ("Client"), with its principal place of business located at **77 Fair Drive, Costa Mesa, Ca 92626**, and **The Omega Group, Inc.** ("Omega"), a California Corporation, with its principal place of business located at **5160 Carroll Canyon Road, San Diego, CA 92121**.

1. Services

1.1 Professional Services. Omega shall provide services fully described in the FireView Desktop Proposal, which 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.

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 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.

3. **Fees, Expenses and Payment**

3.1 Fees. In consideration of the services to be performed by Omega, Omega shall be entitled to compensation in the total amount of \$_____.

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.

4. **Relationship Between Client and Omega**

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.

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 California 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.

Costa Mesa Fire Department
77 Fair Drive
Costa Mesa, CA 92626

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

Attn: Accounts Payable

Attn: Accounts Receivable

Data Schema Addendum

The following data fields will be included within the standard offering of the FireView Desktop. If these fields are not readily available within the RMS database, this information will not be included in the Desktop. No substitutions will be made for other available fields unless identified in the sales process.

Incident Reports

ORDER	FIELD NAME	FIELD DESC	SAVED QUERY
1	AGENCY	AGENCY	YES
2	INCIDENT_NUM	INCIDENT NUMBER	
3	FV_LEGEND	INCIDENT CATEGORY	YES
4	INC_TYPE_CODE	INCIDENT TYPE CODE	
5	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
6	SHIFT	SHIFT	YES
7	FV_ADDRESS	ADDRESS	
8	APT	APARTMENT	
9	AREA 1*	AREA 1*	
10	AREA 2*	AREA 2*	
11	AREA 3*	AREA 3*	
12	STATION	STATION	YES
13	RESP_TYPE_CODE	RESPONSE TYPE CODE	
14	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY	YES
15	911_DATE	911 DATE	
16	NOTIFY_DATE	NOTIFY DATE	
17	ARRIVAL_DATE	ARRIVAL DATE	
18	CLEAR_DATE	LAST UNIT CLEAR DATE	
19	PROCESS_TIME	PROCESS TIME	YES**
20	DEPT_RESP_TIME	DEPT RESPONSE TIME	YES**
21	TOTAL_REFLEX_TIME	TOTAL REFLEX TIME	YES**
22	ACTION1_CODE	ACTION TAKEN CODE	
23	ACTION1_DESC	ACTION TAKEN DESC	YES
24	PROP_USE_CODE	PROPERTY USE CODE	
25	PROP_USE_DESC	PROPERTY USE DESC	YES
26	PROP_LOSS	PROPERTY LOSS	
27	PROP_VALUE	PROPERTY VALUE	
28	PROP_LOSS,PROP_VALUE	PROPERTY SAVED (percent value)	
29	MUTUAL_AID_CODE	MUTUAL AID CODE	
30	MUTUAL_AID_DESC	MUTUAL AID DESC	YES
31	CAUSE_IGN_CODE	CAUSE OF IGNITION CODE	
32	CAUSE_IGN_DESC	CAUSE OF IGNITION DESC	YES

	FS_FATAL, FS_NONFATAL, OTHER_FATAL, OTHER_NONFATAL		
33	OTHER_NONFATAL	INJURY_FATALITY***	YES
34	COMPLETED	REPORT_COMPLETED	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field.

Apparatus Reports

ORDER	FIELD NAME	FIELD DESC	SAVED QUERY
1	AGENCY	AGENCY	YES
2	INCIDENT_NUM	INCIDENT NUMBER	
3	UNIT	UNIT	
4	UNIT_STATION	UNIT NUMBER**	YES
5	UNIT_TYPE_CODE	APPARATUS TYPE CODE	
6	UNIT_TYPE_DESC	APPARATUS TYPE DESC	YES
7	ARRIVAL_ORDER_OVERALL	ARRIVAL ORDER	YES
8	FV_LEGEND	INCIDENT CATEGORY	YES
9	INC_TYPE_CODE	INCIDENT TYPE CODE	
10	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
11	FV_ADDRESS	ADDRESS	
12	APT	APARTMENT	
13	AREA 1*	AREA 1*	
14	AREA 2*	AREA 2*	
15	AREA 3*	AREA 3*	
16	STATION	STATION	YES
17	SHIFT	SHIFT	YES
18	RESP_TYPE_CODE	RESPONSE TYPE CODE	
19	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY RESPONSE	YES
20	911_DATE	911 DATE	
21	DISPATCH_DATE	NOTIFY/DISPATCH DATE	
22	ENROUTE_DATE	ENROUTE/ROLL DATE	
23	ARRIVAL_DATE	ARRIVAL DATE	
24	CLEAR_DATE	CLEAR DATE	
25	TURNOUT_TIME	TURNOUT TIME	YES***
26	TRAVEL_TIME	TRAVEL TIME	YES***
27	DEPT_RESP_TIME	DEPT RESPONSE TIME	YES***
28	TOTAL_REFLEX_TIME	TOTAL REFLEX TIME	YES***
29	PROP_USE_CODE	PROPERTY USE CODE	

30	PROP_USE	PROPERTY USE DESC	YES***
31	ACTION1_CODE	ACTION TAKEN CODE	
32	ACTION1_DESC	ACTION TAKEN DESC	YES
33	MUTL_AID_CODE	MUTUAL AID CODE	
34	MUTUAL_AID_DESC	MUTUAL AID DESC	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field.

EXHIBIT B

**CONSULTANT'S PROPOSAL
FIREVIEW DASHBOARD**

FireView Dashboard (Hosted)

August 27, 2013

To: Suzy Burns
Organization: Costa Mesa Fire Department, CA
Phone: 714.754.5091

From: Chris Baldwin
Phone: (858) 450-2590 x115
Email: chris@theomegagroup.com

FIREVIEW™ | *Enterprise*

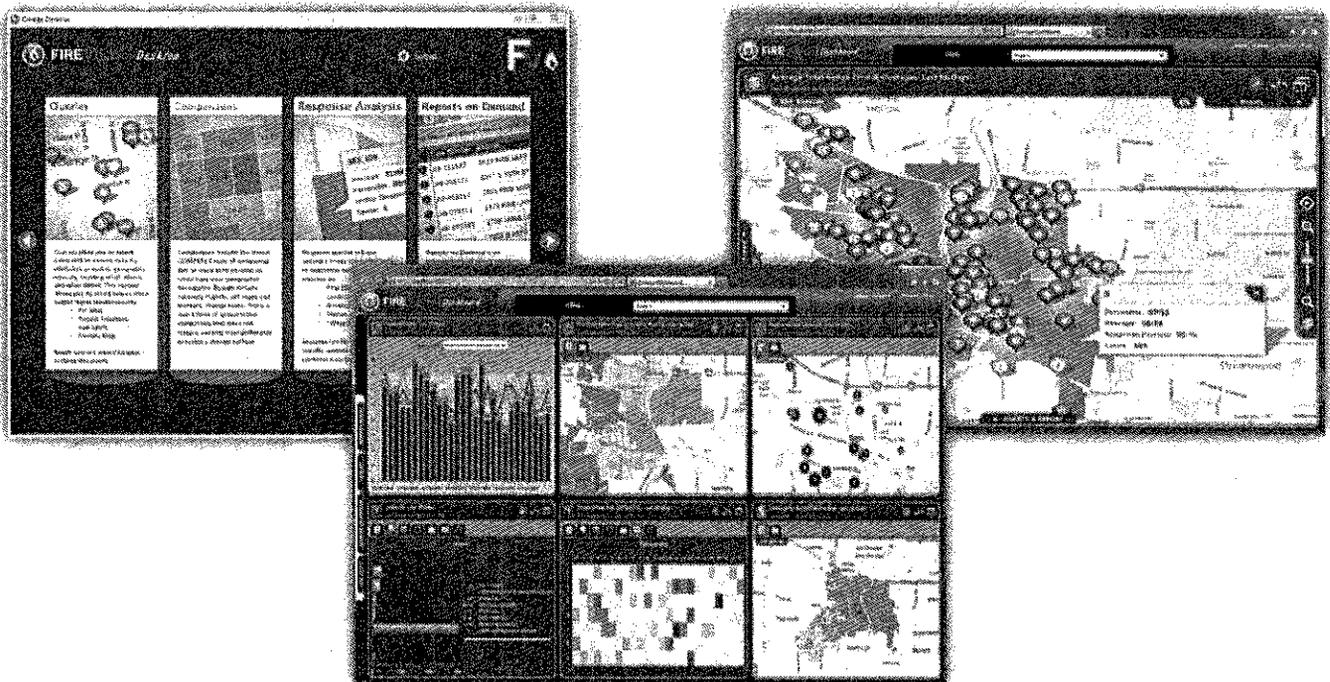


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Data Schema Addendum28

NON-DISCLOSURE

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FireView Dashboard Deployment for the Costa Mesa Fire Department
Establishing an Incident Based Dashboard Capability for Executive and Command

TARGET: To deploy the FireView Enterprise Solution to provide decision support, performance management and electronic briefing capabilities

- Deploy a hosted configuration of Omega's FireView Dashboard
- Logins to create and monitor activity via the Executive and Fire Battalion or District Briefing Books
 - One (1) Administrator login for purposes of creating new content and managing user logins
 - Unlimited Designer login for purposes of creating new content
 - Unlimited Standard User logins for purposes of viewing content and creating Queries on Demand
- Configure FireView Dashboard to interface with Zoll FireRMS database
- Data sets include Incident Reports and Apparatus Reports
- Training for Administrator, Designers, and Standard Users
- Three (3) years of data history
- Omega Cloud Services

Executive Summary

The Omega Group delivers proactive fire response operations management solutions combining data, analytics, intelligence and mapping that enables new precision workflows which optimize daily fire response strategies while delivering more positive public safety outcomes at less cost to departments and risk to field personnel.

FireView Dashboard

FireView Dashboard allows management to easily focus on problems within specific geographic areas, times/days, stations, shifts, and prescribe solutions through spatial and temporal analysis of Fire and EMS incident and unit response information from RMS and CAD systems. Management can examine and analyze response times and performance standards. Call processing, turnout, travel, and total reflex times are evaluated in regard to averages, percentiles, and compliance percentages.

Features

- Comprehensive ability to inform and optimize deployment strategies
- Promote intelligence led decision making through FireView Dashboard
- Establish a common channel for distribution and assessment of important information for day-to-day decision making
- Monitor short and long term response performance trends
- Identify patterns of workload by station, unit or region for every hour of day/day of week
- Address fire prevention and safety issues within your community

- Handles a broad array of data sets including: calls for service, inspections, incident reports, apparatus reports, occupancies, permits, arsons and hydrant flow information¹
- Dashboard data and features based on role, organizational unit, or geography
- Ready to use Executive 'Briefing Book' templates
- Flexibility to customize the content and layout of the Dashboard 'Briefing Book' and pages due to changing priorities
- Leverage existing GIS investments or low/no-cost base map options
- Data updated in near real-time without human intervention
- Supports establishment of agency-wide mapping & analysis platform

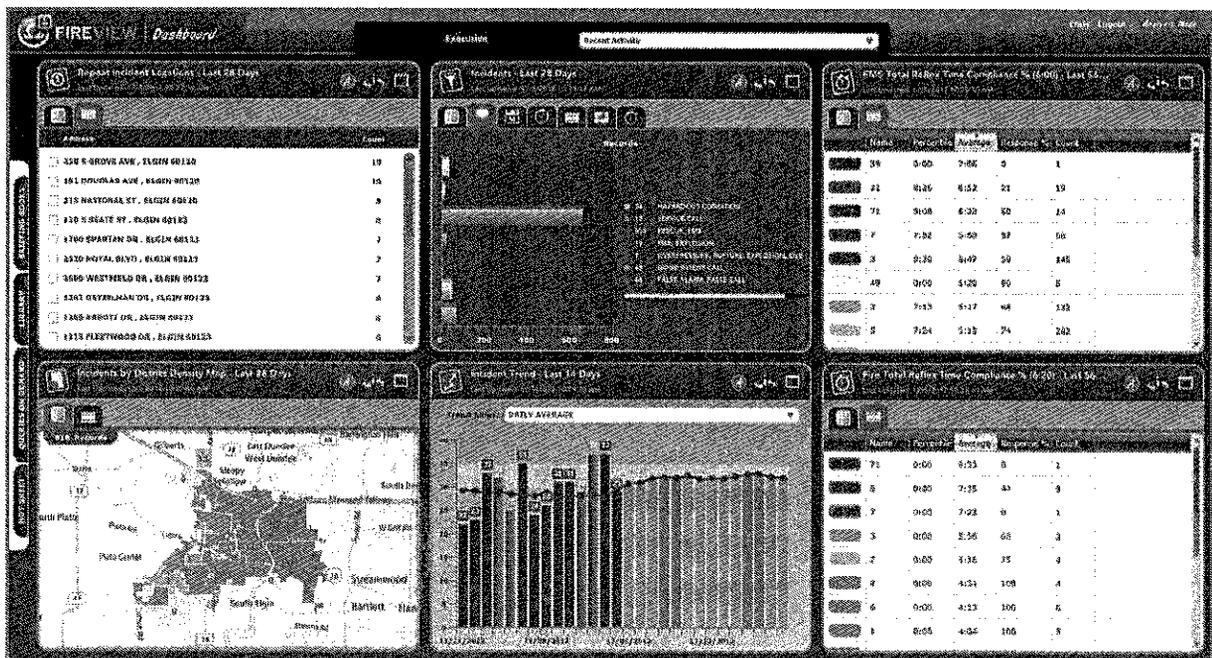


Figure 1 FireView Dashboard UI

¹ Data sets listed under features section are examples only and do not necessarily reflect what is included in the proposal.

Cost Summary

FireView Dashboard Hosted Deployment	Fees
Professional Service Package	\$ 12,800.00
<ul style="list-style-type: none"> • Configuration for two (2) data connections <ul style="list-style-type: none"> ○ Incident Reports ○ Apparatus Reports • Application configuration and deployment • Briefing Book configuration • Login configuration • Training <ul style="list-style-type: none"> ○ Web-based training for Administrators and Designers ○ On-site training for Standard Users 	
Annual Module Subscription	\$ 7,025.00
<ul style="list-style-type: none"> • Briefing Books <ul style="list-style-type: none"> ○ Executive Briefing Book ○ Battalion or District Briefing Book • Logins: <ul style="list-style-type: none"> ○ One (1) Administrator User login ○ Unlimited Designer User logins ○ Unlimited Standard User logins • Data Connection/Storage <ul style="list-style-type: none"> ○ Two (2) data connections ○ Five (5) years of data 	
Travel	\$ 500.00
Professional Services/Travel:	\$13,300.00
Discounts²:	\$4,857.50
Final Professional Services/Travel:	\$8,442.50
Subscription Services:	\$7,025.00

Subscription Fees³

Subscription fees represent the cost of hosting and maintaining the enterprise solution module. Subscription services will commence upon completion of Task 4, Application Deployment. First annual subscription payment will be due on the date that the system is live and available for use by the client.

² With deployment of FireView Desktop, discounts are applied towards redundant services

³ See Customer Support Program for additional details

Payment Schedule

The payment schedule consists of two (2) payments and is due as follows:

Objective	Fee	Terms
Set up/ Training/ Travel	\$8,442.50	Payment due upon project kick-off meeting
Subscription Fee for Year 1	\$7,025.00	Payment due upon completion of Task 5, FireView Dashboard Application Training

Login Description

This FireView Dashboard deployment includes three (3) types of user logins with the following permissions:

Feature	Standard	Designer	Administrator
Shared User Name and Login			
View Assigned Briefing Books	x	x	x
View Queries on Demand	x	x	x
View Alerts	x	x	x
Access to Analysis Mode	x	x	x
Create Queries-On-Demand	x	x	x
Create Alerts		x	x
Create Briefing Books, Dashboard Widgets		x	x
Create User Roles and Account Login			x

*The login types above may not be included in the proposal.

Scope of Work

1. Project Planning/Management

- 1.1. Software and database requirements
 - 1.1.1. Review deliverables for client
 - 1.1.1.1. Omega client software: Omega Import Wizard, Omega Extractor
 - 1.1.1.2. Omega server application: CrimeView Dashboard
 - 1.1.2. Review deliverables by Client
 - 1.1.2.1. ESRI ArcGIS 10
- 1.2. System Architecture
 - 1.2.1. Identify hardware components and configuration.
 - 1.2.1.1. Import Server
- 1.3. GIS map layers and design preferences
 - 1.3.1. Identify base map GIS data layers for geographic querying
 - 1.3.2. Identify reference data for geocoding
- 1.4. CAD/RMS/other source data
 - 1.4.1. Review import process and automation
 - 1.4.2. Identify fields to be imported
 - 1.4.3. Review database schema and tabular relationships
- 1.5. Dashboard Design
 - 1.5.1. Review design options for baseline deployment
- 1.6. Determine remote connection method
- 1.7. Review roles and responsibilities

2. Omega Import Wizard Configuration

- 2.1. Client will install/license ArcGIS on import server or workstation
- 2.2. Client will install/license Import Wizard on import server or workstation
- 2.3. Omega will create import profiles for RMS data extraction
 - 2.3.1. Omega will create SQL statement
 - 2.3.2. Omega will configure data processing steps
 - 2.3.3. Omega will work with the client to group incident types into one of the available standard Omega fire type categories (where applicable)
 - 2.3.4. Omega will configure geocoding process, review the sample data's geocoding rates and provide recommendations
 - 2.3.5. Omega will configure output dataset

3. FireView Dashboard Application Configuration

- 3.1. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset
- 3.2. Omega will configure each dataset to display up to twenty (20) fields
- 3.3. Omega will configure ESRI geocoding services
- 3.4. Omega will configure up to ten (10) geographic query layers
- 3.5. Omega will configure up to five (5) operational layers
- 3.6. Omega will create up to five hundred (500) total saved query pick list items per query layer
- 3.7. Omega will use ESRI map caches for the application's background layers, or possibly integrate with a client's existing map caches (hosted on a server at the client's site), or use Bing Maps if the client procures and provides a license key from Microsoft.
- 3.8. Configure FireView Dashboard design

3.8.1. Briefing Books

3.8.1.1. Omega will configure two (2) Briefing Books which will include RMS-NFIRS data

3.8.1.1.1. One (1) Executive Briefing Book with approximately forty-eight (48) Widgets

3.8.1.1.2. One (1) Fire Battalion or District Briefing Book with approximately forty-five (45) Widgets

3.8.2. Pages

3.8.2.1. Incident trends

3.8.2.2. Recent activity

3.8.3. Widgets

3.8.3.1. Filter/Pin Map/Heat Map

3.8.3.2. Density Map

3.8.3.3. Trend Chart

3.8.4. Hot Sheet; Omega will configure up to five (5) Alerts

3.8.5. The Dashboard content listed above will be configured according to the *Dashboard Briefing Books* document. Client should review those documents and identify any changes during the sales process. An additional cost may be incurred with changes.

4. FireView Dashboard Deployment

4.1. Omega will deploy the FireView Dashboard application

4.2. Omega will import up to three (3) months of historical data for each dataset; the client will be responsible for importing beyond three (3) months

4.3. Omega will configure the Omega Extractor and configure the profile import automation with the client's assistance

4.4. Dashboard Widgets will refresh at least one (1) time per day and up to four (4) times per day if the resources and configuration will allow for that

5. FireView Dashboard Application Training

5.1. Omega will provide up to six (6) hours of remote Administrator/Designer training for up to two (2) trainees

5.1.1. The FireView Dashboard Admin Designer Tutorial PDF document will be e-mailed to the Administrator/Designer trainees following training

5.2. Omega will provide up to two (2) sessions of up to four (4) hours of training on functionality features for up to ten (10) trainees per session (on-premise training) or Omega will provide one (1) four (4) hour remote training session on functionality features for up to four (4) trainees (train-the-trainer).

5.2.1. The FireView Dashboard End User Tutorial PDF document will be e-mailed to the End User trainees following training

6. Final Application Review

6.1. Following End User training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:

- 6.1.1.Saved queries are working properly and the correct pick list values are included
- 6.1.2.Data shown in the report grid and identify box matches source data
- 6.1.3.Geographic query layers and selection fields are correct
- 6.1.4.Operational layers are working properly and are labeled with the correct field
- 6.1.5.Geocoding process is configured properly
- 6.1.6.Dashboard queries return anticipated results (records)
- 6.1.7.Dashboard is functioning properly
- 6.2. The application content is configurable around your data; the application interface is not customizable
- 6.3. Omega will send the client a project completion sign-off form; the client will sign/date the form and e-mail/fax back to Omega and the project will be marked as complete.

Project Requirements

Software Specifications

For FireView Dashboard the following software will be required for the deployment:

Omega Software	ESRI Software	Other
Omega Import Wizard	ArcGIS (ArcView), v10	
Omega Extractor		

Data Specifications

FireView Dashboard automates the import of source data via an application called the Import Wizard. Each FireView Dashboard dataset (layer) is imported daily via Import Wizard profiles (licensed individually). The profile license contains configuration information for extracting data from a source database (via a SQL Statement), geocoding, data processing, & subsequently outputs/appends the result into a GIS feature class format. It is important to consider that source data originating from a relational database will be transposed into a de-normalized (flat file) format. As a result, there will be one “dot” on the map per record in the FireView Dashboard dataset. The maximum number of records returned on a Dashboard Widget or query is 5,000 records.

Dataset	Data Source	Dataset	Data Source
Incident Reports	Zoll FireRMS	Apparatus Reports	Zoll FireRMS

Please see the Data Schema Addendum for descriptions of proposed datasets.

GIS Data Specifications

Boundary and Landmark Features: The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest

Geocoding Reference Data

The client is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

Background Layers

The FireView Dashboard supports the use of one or more background layers (or map caches). These background layers are used to display a base map as a backdrop to the geoprocessing results. ESRI’s ArcGIS Online maps are the default map caches for the application’s background layers. The following alternatives for map caches are available:

- 1) ESRI ArcGIS Online maps⁴
 - a. Both “Streets” and “Air Photos” are included
- 2) Client map caches

⁴ At its sole discretion, The Omega Group may replace one third party map cache source for another third party map cache

The following criteria must be met if the client wishes to use their own maps caches:

- a. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection
- b. If multiple caches will be used in the Dashboard, the zoom levels must match between caches
- c. The caches must be accessible by URL to all intended end-users
- d. The client is responsible for maintaining the map cache(s) and assuring its' availability and accessibility.

3) Bing Maps

- a. Bing Maps are licensed through Microsoft with a Bing Maps Enterprise license key.
- b. Clients wishing to use Bing Maps in their application must procure a license key from Microsoft and provide it to Omega for use in the project.

Application Specifications

Report Specifications

Reporting is designed in Microsoft Silverlight. Capabilities include sorting and grouping of records, dynamic mapping and charting.

Symbology

All applications include standard Omega symbology for each data source.

Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks that can be displayed on top of the base geography.

Saved Queries

Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

Geographic Queries

Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

Windows Specifications

A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

Remote Access Requirement

- Establishing remote connection to the server(s)
 - Data collection, installation and technical support will be performed through remote connection
 - Omega recommends Citrix's GoToMyPC, GoToAssist or a VPN for remote connections
 - Client must provide the necessary remote access details

Hardware Specifications

Import Server

- Intel® Xeon® 5400-series (or later) Quad-core processor (2.0 GHz or faster)
- 8 GB RAM
- RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
- 1000Mb Network Card
- Windows Server 2008 or 2008 R2 Standard (upon compatibility with ESRI's ArcGIS software)

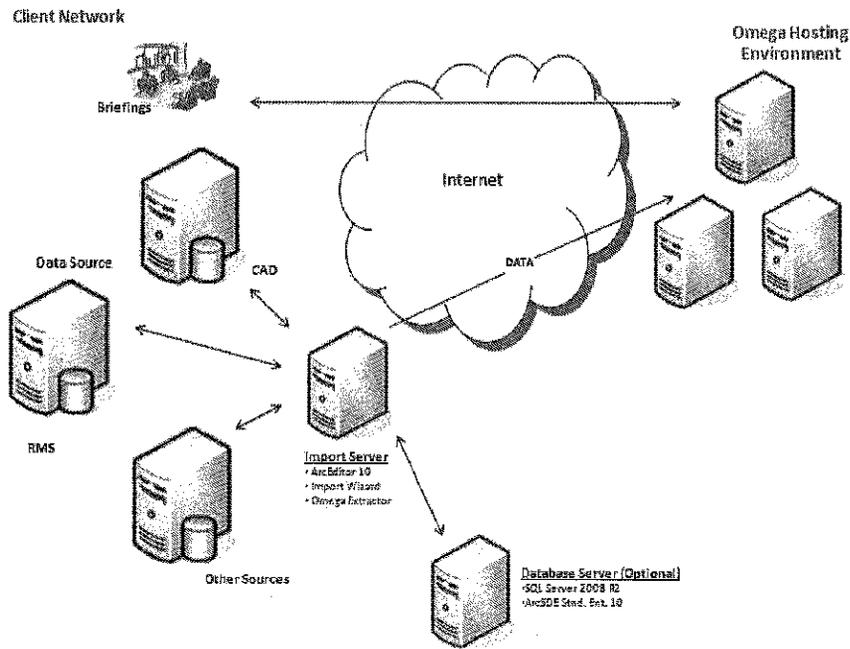
End-User Workstations

Minimum user machine specifications for workstations accessing FireView Dashboard:

- Windows
 - Intel Core Duo or Intel i-Series processor (1.8 GHz or faster)
 - 2 GB RAM
 - Minimum monitor resolution of 1,280 x 1,024 px
 - 100/1000Mb Network card
 - Supported Operating Systems/Browsers:
 - Windows XP SP3 (IE 8, IE 7, FireFox 3.6+, Chrome 12+)
 - Windows Vista (IE 9, IE 8, IE 7, FireFox 3.6+, Chrome 12+)
 - Windows 7 (IE 9, IE 8, FireFox 3.6+, Chrome 12+)
 - Windows 8 (IE 10, FireFox 3.6+, Chrome 12+)
 - Microsoft Silverlight 5
 - Adobe Flash Player 10
 - High-speed Internet connection
- Macintosh (Intel-based)
 - Intel Core Duo or Intel i-Series processor (1.83 GHz or faster)
 - 2 GB RAM
 - Minimum monitor resolution of 1,280 x 1,024 px
 - 100/1000Mb Network card
 - Supported Operating Systems/Browsers:
 - Mac OS X 10.5.7+ (Safari 4+, FireFox 3.6+)
 - Microsoft Silverlight 5
 - Adobe Flash Player 10
 - High-speed Internet connection

Configuration Diagram

The diagram below depicts the data flow from the client Databases to the Omega Dashboard application.



Training

An Omega instructor-led course provides students with the knowledge and skills that are needed to operate manage and support the Omega modules. Each course offers a significant amount of hands-on practices, discussions, and assessments that assist students in becoming proficient in the skills that are needed to manage and execute the functions of each Omega module successfully.

Omega Dashboard Training

We believe there's more to training than following a scripted slide show. Our FireView Dashboard training session is highly personalized and interactive covering capabilities under each of the three (3) types of user groups including *system administrators*, *designers*, and *standard users* as well as a complete review of all features and functionalities of the FireView Dashboard. This comprehensive training package is broken down into the following components:

Administrator Training

The Administrator training introduces the Dashboard and provides guidance on how to manage the Dashboard's users, roles and content. The Administrator training package includes:

- Reviewing the data collection process
- Adding and deleting users
- Setting Up and configuring security and permissions
- Creating FireView Dashboard widgets, pages, and Briefing Books
- Navigating/using the FireView Dashboard

Designer Training

The Designer training introduces the Dashboard and provides guidance on how to manage the Dashboard's content. The Designer training package includes:

- Creating FireView Dashboard widgets, pages, and Briefing Books
- Navigating/using the FireView Dashboard

End User Training

The End User training package trains your end users and/or the end user trainer (train-the-trainer) on the FireView Dashboard web-based user interface. The topics covered range from simple user interaction to more advanced ad hoc reporting and interactive data analysis, etc. The End User training package includes:

- Navigating/using the FireView Dashboard
- Performing on-the-fly query creation and report generation (data analysis)
- Using Queries on Demand and Alerts

Roles and Responsibilities

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.

Client Project Manager

The client project manager is responsible for the timely coordination of assigned project tasks.

Database Administrator

The client database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data, including provision of an ODBC database connection when necessary.

IT Specialist

The client IT specialist is responsible for installing/licensing the Esri/Omega software, providing a method of remote access, and creating a sub-domain host header.

GIS Analyst

The client GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

Public Safety Analyst

The public safety analyst should have experience working with CAD/RMS data. The public safety analyst should provide input during the project's development.

Dashboard Administrator

The Dashboard Administrator is responsible for adding/maintaining user accounts. The Dashboard Administrator can also be the Dashboard Designer.

Dashboard Designer

The Dashboard Designer is responsible for creating/maintaining Dashboard content (Widgets, Pages, Alerts, Queries on Demand, etc).

Omega Roles and Responsibilities

Omega Project Manager/Lead

The Omega project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)

- Identifying priorities and managing the resources required to meet the project objectives
- Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
- Delivering project in compliance with both client and internal quality control standards and guidelines
- Conducting training

Deployment Specialist

The Omega Deployment Specialist is responsible for remotely installing each server-based Omega application within the client's environment or at Omega's hosting facility. This takes place once the project build has been completed and the application has been fully tested at Omega. Responsibilities include:

- Verifying that the required hardware and software is in place to run the application
- Installing all ESRI software required by the application (as well as SQL Server, where necessary)
- Installing all FireView Dashboard software
- Configuring the application to function within the specified environment
- Troubleshooting any environmental issues that may arise during deployment

Customer Support Program

The Customer Support Program is covered under the annual subscription fee. The customer support program is defined by the policies below

Definitions

Customer Support Program: The software and application maintenance package.

Support Activation Date: The date support begins. This occurs on the installation date of the software application.

Term Date: The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The Term Date is established as the day and month that the software is installed on.

Payment Guidelines

1. The cost of the Customer Support Program is calculated to be 20% the cost of software and data connections.
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 of software.
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. After the first annual payment, all future payments for the Customer Support Program are subject to a 3% increase, annually.
5. The Software Maintenance for additional software licenses that are purchased after the Support Activation 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.

General Terms

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

1. The software license will be registered with The Omega Group. The Omega 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. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will automatically renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ap@theomegagroup.com.
6. 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, "off-the-shelf" Omega software technology. Any issues that arise from the client modifying the application's files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.
3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.
4. Technical Support only covers issues with Omega software and excludes any issues with 3rd party applications that interface with Omega software.
5. Technical support does not cover issues that arise from 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. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
6. The Omega Group is not responsible for maintaining back-up files of the client's software application. The Omega Group may have copies of the client's application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
7. In the event of complete data loss due to a client's server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not

be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.

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 Omega Group's Customer Support Program includes software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.
10. Omega software is dependent upon specific versions of 3rd party software applications. Upgrades to 3rd party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the "mature" or "retired" phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3rd party applications are not covered under support and will require additional charges for time and materials. Please contact The Omega Group before planning any upgrade to supporting 3rd party software applications.

Remote Connectivity

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix's GoToMyPC or GoToAssist for remote connections. Client must provide the necessary remote access details if a VPN is used.
3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

Support Hours

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to Support@theomegagroup.com. It is Omega's intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

Addendum to Omega Maintenance Program

The **FireView Dashboard Application Support Plan** is intended to provide product enhancements, bug fixes, and on-going software support for the original, unmodified configuration of any FireView Dashboard application.

This support plan includes the following:

- Diagnosis of Omega (Dashboard application) software issues¹
- Resolution of Omega (Dashboard application) software issues²
- Diagnosis of configuration issues³
- Resolution of configuration issues⁴
- Omega Software Updates
 - Updates to Omega software functionality (as new product releases become available)

- Bug fixes to Omega software for known issues
- Version-compatibility upgrades to Omega software⁵
- Limited Dashboard Designer & Administrator assistance⁶
- Access to help & tutorial documentation
- Geography Layer Updates
 - Clients are entitled to two (2) geographic query (filter) layer updates annually⁷
 - Clients are entitled to two (2) Operational Layer (geography only) updates annually⁷
 - Geography layer updates are by client request when new data is made available
- Saved Query Updates
 - Clients are entitled to two (2) saved query updates annually⁸
 - Saved Query updates are by client request when new query values are made available

This support plan is NOT intended to provide the following Omega Professional Services:

Upon completion of any FireView Dashboard application project, the following requests for service will incur an additional cost for time and materials:

- Changes to data fields, data schema, or import profiles required as a result of a change to or switch of source RMS/CAD database systems
- Lookup table updates that result in changes to the original FireView Dashboard application configuration
- Identify/Report Grid field changes
- Symbology legend changes
- Query layer changes or the addition of new query layers
- Re-import of historical data
- End-user support⁹
- Dashboard Designer tasks (create, edit, & manage Dashboard content, Briefing Books, Pages, Widgets, Alerts, Queries on Demand, etc.)
- Administrator tasks (create, edit, & manage Dashboard logins & permissions)
- Training (End-User, Designer, or Administrator)⁶
- Moving of a FireView Dashboard application (or single component of a FireView Dashboard application) to a new physical server (On-Premise Deployments Only)
- Restoring of a FireView Dashboard application (or single component of a FireView Dashboard application) after a catastrophic event (On-Premise Deployments Only)

¹ "Software issues" include technical questions that are directly related to the Omega software application including error messages, unexpected behaviors, etc. "Software issues" do not include training-related questions.

² Omega will troubleshoot and fix "software issues" that are completely diagnosed to be an issue with the FireView Dashboard application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a FireView Dashboard application on the same computer hardware are not covered under this support agreement. The Omega Group will not provide support unless the FireView Dashboard application remains in a dedicated environment. This support agreement does not cover the resolution of any issues that may arise with a FireView Dashboard application as a result of non-Omega personnel interfering with the configuration and/or operation of the application. Resolution of these issues is billable to the client for time and materials.

³ "Configuration issues" include questions that are directly related to the settings and configuration of the FireView Dashboard application. "Configuration issues" do not include training-related questions.

⁴ Omega will troubleshoot and fix any mis-configuration of the original FireView Dashboard application if it is shown to differ from the client's original requirements for the application. The original requirements for the application

must be shown in writing by the client to have preceded the completion date of the FireView Dashboard application project.

5 The Omega Group will develop upgrades to the FireView Dashboard application to remain compatible with the latest version of any supporting ESRI software applications. Until a supporting release of the FireView Dashboard application is completed by the Omega Group, the version of ESRI software must not be changed from the originally deployed version. If requested by the client, upgrades will be performed by The Omega Group for an additional charge for time and materials. Migrations to a newer Omega software product are not covered. Newer Omega software products may be purchased from The Omega Group.

6 Dashboard Designer, Administrator & End-User training can be purchased for an additional cost.

7 Geography layer updates are required to have an identical field schema to the original layer's format. Changes to the schema require changing the application's configuration and will incur an additional cost.

8 Saved query updates are limited to the saved queries groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.

9 The client's Dashboard Designer and/or Administrator will serve as the first point of contact for all end-user support requests. For requests that cannot be resolved by the appointed client Dashboard Designer and/or Administrator, it is the responsibility of the client Dashboard Designer or Administrator to contact The Omega Group for technical support where appropriate.

Hosting Agreement

This Hosting Agreement ("Agreement") is entered into this ____ day of ____, 2013, to be ("Effective Date"), by and between **Costa Mesa Fire Department** ("Client"), with its principal place of business located at **77 Fair Drive, Costa Mesa, Ca 92626**, and **The Omega Group, Inc.** ("Omega"), a California Corporation, with its principal place of business located at **5160 Carroll Canyon Road, San Diego, CA 92121**.

1. Services

1.1 Purpose. Omega agrees to host FireView Dashboard software and provide data import and export, monitoring, support, backup, technology upgrades, and training necessary for the Client's productive use of such software in addition to all the services described in the FireView Dashboard Proposal ("Proposal"). Omega retains the right to perform work for others during the terms of this Agreement.

1.2 Backup and Recovery of Client Data. Omega is responsible for storing a backup of the Client's data no less than daily and for an orderly and timely recovery of its data in the event that the Services may be interrupted. Omega will not be responsible for the Client's data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the Client's data; (ii) protects against any anticipated threats or hazards to the security or integrity of the Client's data; (iii) protects against unauthorized access to or use of the Client's data; and (iv) ensures the proper disposal of the Client's data.

1.3 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 the Client.

1.4 Change Order Procedure. The Client may make written requests for changes in the scope of the Services, and Omega shall notify the Client whether or not the change is feasible and any associated costs for the change. With written approval from the Client, Omega shall issue a change order for execution by both parties.

2. Term and Termination.

2.1 Term. The term (the "Initial Term") shall commence on the Effective Date and continue for 12 months thereafter. Following the Initial Term, the Service shall automatically renew for successive one year terms (each, a "Renewal Term") until such time as Client 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, Client 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 Client Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Client 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. The Client 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 and that same shall remain the sole and exclusive property of Omega.

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

5. **Fees and Expenses.**

Client 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 Client of an invoice from Omega.

5.1 **Billing Procedures.** Unless otherwise provided for under the quote, Omega shall bill to Client the sums due pursuant to the proposal by Omega's invoice, which shall contain: (a) Client 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:

5.2 **Late Payments.** Payments made by Client later than thirty (30) days from Invoice Date are subject to five (5%) interest on such payment.

5.3 **Fees.** In consideration of the services to be performed and delivered, Omega shall be entitled to compensation in the total amount of _____ for Professional Services, Training and Travel, and _____ (annually) for subscription fees.

5.4 **Additional Work.** The fees and charges for any follow-on or additional work not described in the proposal shall be performed at Omega's current rates.

6. **Relationship between Omega and Client**

6.1 **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.

6.2 **Non-solicitation.** 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.

6.3 **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.

- 6.4 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.
- 6.5 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.
- 6.6 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.

7. Miscellaneous

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.

Costa Mesa Fire Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: Accounts Payable

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

- 7.5 **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.
- 7.6 **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.

- 7.7 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.

The Omega Group, Inc.,
San Diego, CA

Milan Mueller, President

Date

Costa Mesa Fire Department
Costa Mesa, CA

Name

Title

Date

Data Schema Addendum

The following data fields will be included within the standard offering of the FireView Dashboard. If these fields are not readily available within the RMS/CAD database, this information will not be included in the Dashboard. No substitutions will be made for other available fields unless identified in the sales process.

Incident Reports

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
INCIDENT CATEGORY	3	FV_LEGEND	YES	YES	YES	YES
INCIDENT TYPE	4	INC_TYPE	YES	YES	YES	YES
SHIFT	5	SHIFT	YES	YES	YES	YES
ADDRESS	6	FV_ADDRESS	YES			
APARTMENT	7	APT	YES			
AREA 1*	8		YES		YES	YES
AREA 2*	9		YES		YES	YES
AREA 3*	10		YES		YES	YES
STATION	11	STATION	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY						
RESPONSE	12	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	13	911_DATE	YES			
NOTIFY DATE	14	NOTIFY_DATE	YES			
ARRIVAL DATE	15	ARRIVAL_DATE	YES			
LAST UNIT CLEAR DATE	16	CLEAR_DATE	YES			
PROCESS TIME	17	PROCESS_TIME	YES	YES**		
DEPT RESPONSE TIME	18	DEPT_RESP_TIME	YES	YES**		
TOTAL REFLEX TIME	19	TOTAL_REFLEX_TIME	YES	YES**		
ACTION TAKEN	20	ACTION1_DESC	YES	YES	YES	YES
PROPERTY USE	21	PROP_USE_DESC	YES	YES	YES	YES
PROPERTY LOSS	22	PROP_LOSS	YES			
PROPERTY VALUE	23	PROP_VALUE	YES			
PROPERTY SAVED (percent value)	24	PROP_LOSS, PROP_VALUE	YES			
MUTUAL AID	25	MUTUAL_AID_DE SC	YES	YES	YES	YES
CAUSE OF IGNITION	26	CAUSE_IGN_DESC	YES	YES	YES	YES

		FS_FATAL, FS_NONFATAL, OTHER_FATAL, OTHER_NONFATA				
INJURY_FATALITY***	27	L	YES	YES		
REPORT COMPLETED	28	COMPLETED	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field

Apparatus Reports

DISPLAY NAME	ORDER	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC CHART
AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
UNIT	3	UNIT	YES		YES	YES
APPARATUS TYPE	4	UNIT_TYPE_DESC	YES	YES	YES	YES
ARRIVAL ORDER	5	ARRIVAL_ORDER_OVERALL	YES	YES	YES	YES
INCIDENT CATEGORY	6	FV_LEGEND	YES	YES	YES	YES
INCIDENT TYPE	7	INC_TYPE_DESC	YES	YES	YES (TOP 20)	YES (TOP 20)
ADDRESS	8	FV_ADDRESS	YES			
APARTMENT	9	APT	YES			
AREA 1*	10		YES		YES	YES
AREA 2*	11		YES		YES	YES
AREA 3*	12		YES		YES	YES
STATION	13	STATION	YES	YES	YES	YES
SHIFT	14	SHIFT	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY						
RESPONSE	15	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	16	911_DATE	YES			
NOTIFY/DISPATCH DATE	17	DISPATCH_DATE	YES			
ENROUTE/ROLL DATE	18	ENROUTE_DATE	YES			
ARRIVAL DATE	19	ARRIVAL_DATE	YES			
CLEAR DATE	20	CLEAR_DATE	YES			
TURNOUT TIME	21	TURNOUT_TIME	YES	YES**		
TRAVEL TIME	22	TRAVEL_TIME	YES	YES**		
DEPT RESPONSE TIME	23	DEPT_RESP_TIME	YES	YES**		
TOTAL REFLEX TIME	24	TOTAL_REFLEX_TIME	YES	YES**		

RESOURCE TIME	25	TOTAL_RESOURCE _TIME	YES	YES**		
PROPERTY USE	26	PROP_USE	YES	YES**	YES	YES
ACTION TAKEN	27	ACTION1_DESC	YES	YES	YES	YES
		MUTUAL_AID_DE				
MUTUAL AID	28	SC	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

EXHIBIT C

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT D
CERTIFICATES OF INSURANCE