

JUSTICE AND PEACE HAVE MET TOGETHER TRUTH HATH SPRUNG OUT OF THE EARTH



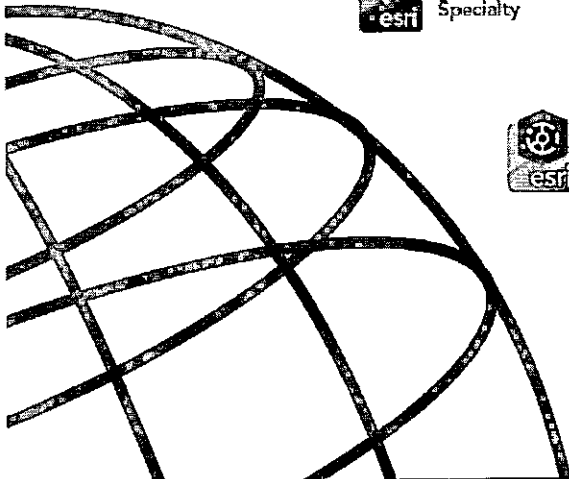
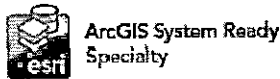
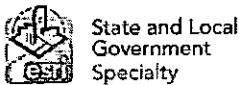
# Sidwell

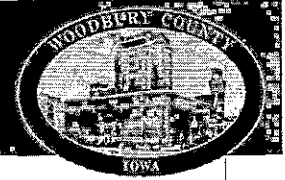
A Division of  HARRIS

Woodbury County, IA  
Parcel Fabric Migration Services

## Trusted GIS Experts

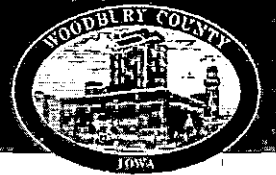
- Over 90 years of experience
- Trusted partner to hundreds of local governments
- Esri Gold Partner
- GIS data experts
- Award-winning GIS applications
- Innovative application of Esri technology
- Customers in over 40 states
- Nationally and internationally recognized
- Outstanding customer service





## Contents

<b>Contents</b> .....	<b>1</b>
<b>1. Preamble</b> .....	<b>2</b>
<b>2. Scope of Work</b> .....	<b>3</b>
2.1 Project Initiation .....	3
2.1.1 Kick-Off Meeting .....	3
2.1.2 Workflow Discovery .....	3
2.2 Parcel Fabric Migration .....	3
2.2.1 Data Cleanup.....	4
2.2.2 Data Staging.....	5
2.2.3 Data Loading .....	5
2.2.4 Pilot Delivery.....	6
2.2 ArcGIS Portal Deployment .....	6
2.3 Implementation & Training .....	7
2.3.1 Installation and Delivery.....	7
2.3.2 Basic ArcGIS Pro Training .....	7
2.3.3 Advanced Parcel Editing in ArcGIS Pro Training.....	8
2.4 Parcel Fabric Workflow Support.....	9
<b>3. Project Costs</b> .....	<b>10</b>
<b>4. Additional Provisions</b> .....	<b>11</b>
<b>5. Authorization</b> .....	<b>15</b>



## 1. Preamble

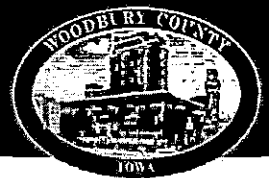
THIS CONTRACT ("contract") is made by between THE SIDWELL COMPANY (a subsidiary of Harris Computer Corporation), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called "Sidwell," as party of the first part, and WOODBURY COUNTY, a political subdivision of the State of IOWA, hereinafter called the "Agency," as party of the second part, WITNESSETH:

WHEREAS, **Sidwell** is in the business of providing Geographic Information Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the **Agency** is desirous of having Sidwell provide Geographic Information Services and/or other Professional Services; and

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

Sidwell will perform the services described in the scope of work that follows and the Agency will make the payments set forth in Sections "Project Costs" and "Additional Provisions", below.



## 2. Scope of Work

### 2.1 Project Initiation

#### 2.1.1 Kick-Off Meeting

Sidwell will schedule a remote project initiation or "kick-off" meeting with the appropriate personnel to set project expectations, acquire necessary data and establish timelines for the completion of the project. A Project Manager from Sidwell will be introduced as the primary contact on behalf of Sidwell during this meeting.

The Project Manager will provide recommendations for handling the pause in data updates during the migration and leveraging any backlogs for the training.

#### 2.1.2 Workflow Discovery

The Sidwell Project Manager will ensure current workflows are well understood in order to design and train staff members with efficiencies and best practices for training. Sidwell will have discussions with Agency staff to develop an understanding of current workflows and processes to propose improvements in the next phase of the project.

The Agency will also provide Sidwell necessary access and credentials to all Esri environments to ensure final loading of data, software and for proper deployment of ArcGIS Portal.

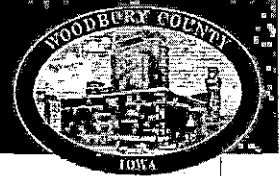
### 2.2 Parcel Fabric Migration

Sidwell will migrate the Agency's existing parcel dataset to the parcel fabric framework model for ArcGIS Pro. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery. Sidwell will adhere to established criteria for final delivery to ensure the Agency's satisfaction.

The parcel fabric migration package includes:

- Assessment of existing parcel types and attribute schema
- Removal of duplicate features (if applicable)
- Optimization of parcel fabric for ArcGIS Pro (record types, attribute rules, etc.)
- Delivery of an ArcGIS Pro project

Sidwell will take the necessary steps to stage and load existing parcel features into the new parcel fabric and then tune the fabric for performance. All existing scripts and/or



services that function in the ArcGIS Desktop environment will be tested and configured for use in ArcGIS Pro. This includes but is not limited to:

- Data flows to the Agency's public facing parcel viewer
- Backend scripts that join the cadastral data to tax and CAMA systems

## 2.2.1 Data Cleanup

Sidwell will perform the following cleanup procedures on the existing data prior to staging the data for conversion into the parcel fabric:

### 2.2.1.1 Parcel Topology

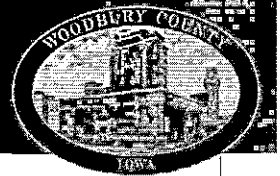
All polygons will be dropped to line features and topologies will be created between each set of lines and polygons. Attribute information for each polygon will be stored as points to allow recovery of attribute information using spatial analysis techniques. Each topology will have the following rules enforced between the two feature classes ('Parcel' is interchangeable with subdivision, section, etc.). Coincidence between parcel, subdivision, section and township boundaries will be optimized during the cleanup process where there is clear evidence of coincidence.

Topology Rules		
	<u>Feature Classes</u>	<u>Rules</u>
	Parcel Line	Must be Covered by Boundary of Parcel Polygon Must not Self-Overlap Must not Self-Intersect Must be Single Part
	Parcel Polygon	Must Not Intersect or Touch Interior Boundary Must Be Covered by Parcel Line

Topology errors will be flagged and corrected using the Esri topology tools. Furthermore, there will be work performed on each set to ensure that parcels are coincident with each other topological throughout the conversion process.

### 2.2.1.2 Simplifying Curves

Sidwell will identify curve features that are densified arcs (multi-segment lines that are a series of small straight segments mimicking a curve rather than a true curve) and change them into true curves. This will lessen the number of features loaded into the fabric and improve performance.



### **2.2.1.3 Recreate Polygons**

Sidwell will use the cleaned lines to recreate improved parcel polygons. If there are attributes that need to be converted to the new parcel fabric from the existing parcel features, they will be retained at this stage as well.

### **2.2.1.4 Reconfiguration of Cadastral Line**

Sidwell will deliver the existing cadastral line feature class intact with the parcel, subdivision, section, road right-of-way and township tags removed. In some cases, this will delete lines if they only have one or more of these tags exclusively. The Agency will be free to continue to use the cadastral line feature class with the remaining tags if they wish.

## **2.2.2 Data Staging**

After the data is determined to be clean, features will be loaded into a staging geodatabase, which allows for schema and attribute requirements to be enacted on the data prior to loading the features into the target parcel fabric. Features will be sorted into the correct staging layers and categorized in a manner recognizable to the parcel fabric schema.

## **2.2.3 Data Loading**

After properly staging the data, Sidwell will load the data into a geodatabase. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery. All attributes from each layer will be retained unless notified by the Agency.

### **2.2.3.1 Create Parcel Fabric Geodatabase**

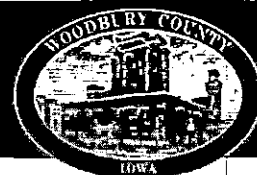
Sidwell will convert and load the staged Agency parcel features into an Esri ArcGIS geodatabase using the most current ArcGIS Pro parcel fabric data model at the time of conversion.

### **2.2.3.2 Load Staging Data**

Using ArcGIS Pro geoprocessing tools, Sidwell will load the data from the staging geodatabase into the parcel fabric. The data will be loaded in stages for each type of feature.

### **2.2.3.3 Testing**

Sidwell will perform a series of testing procedures and minor edits on the data to ensure that it was loaded correctly and can utilize the intended functions and tools.



### 2.2.4 Pilot Delivery

Sidwell will schedule one (1) day with the Agency to perform the following tasks:

#### 2.2.4.1 Pilot Township

Sidwell will first perform a remote delivery of the completed parcel fabric geodatabase for Arlington Township. The Agency will have 30 days to become acclimated with the parcel fabric dataset in the ArcGIS Pro environment. After Agency approval, Sidwell will continue constructing the parcel fabric for the remaining townships.

#### 2.2.4.2 Reconfiguration of Parcel Administrator

Sidwell will reconfigure the Agency's existing Parcel Administrator installation to reflect the new geodatabase, parcel maintenance and parcel publishing environments within ArcGIS Pro. This reconfiguration will enable additional tools within Parcel Administrator for working with fabric history.

#### 2.2.4.3 Training

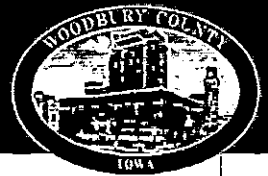
To help support working with the new pilot township parcel fabric geodatabase, Sidwell will provide training on parcel fabric editing in the ArcGIS Pro environment.

## 2.2 ArcGIS Portal Deployment

Comprised of four software components, ArcGIS Enterprise will introduce a smoother way to apply security, analyze data, collaborate and create cross-platform maps and applications. Sidwell's ArcGIS Enterprise services bundle includes:

- Consultation and project planning
- Installation and configuration
  - ArcGIS Server (includes ArcGIS Server Manager)
  - ArcGIS Web Adaptor
  - Portal for ArcGIS
  - ArcGIS Data Store
  - Organization management
- Training for administrators and end users (if applicable)

The first step begins with consultation and project planning in which the ArcGIS Enterprise deployment type (may require multiple servers) and security type will be determined. Once completed, the necessary software components will be installed and configured to work together as an ArcGIS Enterprise. Following the installation and configuration, the organization management will be configured. This configuration includes named users, roles, licensing, permissions and registering geodatabases. If



deemed necessary, the final step is when training will commence for administrators and end users (publishing and consuming data) for ArcGIS Enterprise.

## 2.3 Implementation & Training

Sidwell will be onsite for four (4) days at the Agency's office to support the following:

### 2.3.1 Installation and Delivery

Sidwell will perform onsite delivery of the final configured parcel fabric database at predetermined locations within the Agency. Sidwell will require access to all database management systems, workstations, and servers necessary to full implement the project. This task will be performed over the course of one-half business day.

Sidwell will provide Agency staff with all documentation and training materials necessary to maintain the new geodatabase and parcel fabric successfully. Sidwell will provide remote resources to implement the new project geodatabase on the Agency's ArcGIS system. Sidwell will also assist in installing, configuring, and testing mapping workstations.

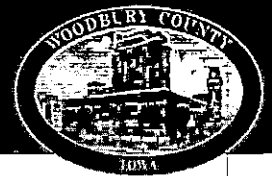
A Sidwell Project Manager or Analyst will perform the following services at the Agency:

- Assistance in loading parcel fabric geodatabase into their ArcGIS environment
- Assistance in configuring parcel fabric geodatabase in production for versioning, privileges and other ArcGIS related settings
- Loading of project files onto accessible directories with consulting from Agency
- End-to-end testing of accessing, editing, and map production workflows in production project geodatabase
- Sidwell will utilize Agency-specific data for all training and workflow development, and all training and workflows will be designed specifically for the Agency's environment.
- Assistance in configuring project geodatabase in production for versioning, privileges, other ArcGIS related settings
- Assistance in feature service publication, configuration, testing, creating versions, etc.

### 2.3.2 Basic ArcGIS Pro Training

Sidwell will provide one (1) days of basic ArcGIS Pro Training. At the outset of training, it is expected that users will be new to ArcGIS Pro. Time will be allocated simply to direct users to the most important aspects of ArcGIS Pro to provide a foundation for maintaining data moving forward.





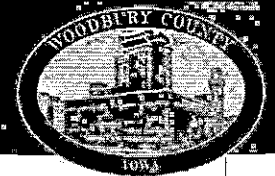
This content provided in this training will be both new and a continuation of material previously delivered remotely as part of the pilot township delivery in section 2.2.4.3. It will include, but will not be limited to the following:

- Opening and closing ArcGIS Pro Projects
- Accessing maps, layouts, database connections, etc.
- Adding and removing data
- Navigating Maps (zoom, pan, etc.)
- Simple editing
- Changing labeling and symbology properties

### 2.3.3 Advanced Parcel Editing in ArcGIS Pro Training

Three (3) days of additional training will be provided by Sidwell for Agency staff on editing and managing the parcel fabric in ArcGIS Pro. In this course, individuals responsible for mapping in the parcel fabric will be introduced to the fabric editing tools provided in ArcGIS Pro. Users will perform fully documented hands-on exercises and Agency examples that address the following functions:

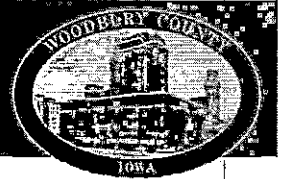
- Understanding the parcel fabric components
- Querying the parcel fabric (e.g. history)
- Splitting and merging parcels (simple)
- Making boundary line adjustments
- Creating condominiums
- Entering plats/subdivisions - COGO
- Joining and adjusting to parcel fabric
- Copying and pasting constructions into the parcel fabric
- Placing bearing and dimension annotations using fabric tools
- Publishing the parcel fabric to the Agency's ArcGIS environment



## 2.4 Parcel Fabric Workflow Support

Sidwell will provide front-line support for tools, workflows and best practices for users working in the parcel fabric data model. This support package, which is renewable on an annual basis, allows customers to be able to call Sidwell's Help Desk to address issues directly related to:

- Best-practices technical and workflow support for Esri Parcel Fabric tools
- Step-by-step support with parcel mapping workflows, including:
  - Parcel Editor suite of tools
  - Parcel workflows introduced by Sidwell
  - Joining/unjoining parcels and sketches
  - Plans
  - Examining attributes
- Support with data specific map document design, including:
  - Layer symbology schemes
  - Field aliasing
  - Complex labeling
- Support with existing Fabric adjustment workflows, including:
  - Transforming parcels
  - Parcel fabric adjustment
- Help with mapping and display strategies for optimized visualization of data
- Routines and scripts to publish parcel fabric data to the desktop and/or web
- Help with understanding the structure of your data, reviewing attributes for quality control, and other map analysis such as working with historical parcel data
- Troubleshooting potential problems in workflows introduced by Sidwell
- Future planning questions about software patches/upgrades or how map changes may affect other systems (such as publishing to ArcGIS Online or exporting to end users)



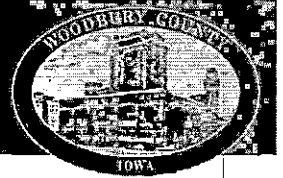
### 3. Project Costs

The Agency will pay for the work and services provided by Sidwell below.

GIS Professional Services	Costs
<p><b>Parcel Fabric Migration (Pilot Township)</b></p> <ul style="list-style-type: none"> <li>• Migration and construction of ArcGIS Pro parcel fabric model dataset for Arlington township</li> <li>• Remote services include:                             <ul style="list-style-type: none"> <li>○ Delivery of Arlington township parcel fabric</li> <li>○ Parcel editing training (tailored to editing in pilot township)</li> </ul> </li> <li>• Installation and configuration Sidwell's Parcel Administrator application for ArcGIS Pro</li> </ul>	<p><b>\$2,640.00</b></p>
<p><b>Parcel Fabric Migration</b></p> <ul style="list-style-type: none"> <li>• Migration and construction of remainder of countywide parcel data into ArcGIS Pro parcel fabric model</li> <li>• Optimization of parcel fabric for ArcGIS Pro</li> <li>• Initial topology cleanup</li> <li>• Conflation and curve/line processing</li> <li>• Reprocessing of remaining coincident boundary model (CBM) line types</li> <li>• Staging, fabric topology validation and loading of parcels, sections and subdivisions (including plan creation/assignment)</li> <li>• Delivery of final parcel fabric geodatabase</li> </ul>	<p><b>\$21,720.00</b></p>
<p><b>ArcGIS Portal</b></p> <ul style="list-style-type: none"> <li>• Installation and deployment of ArcGIS Portal</li> <li>• Configuration of parcel fabric within the environment</li> </ul>	<p><b>\$3,300.00</b></p>
<p><b>Implementation &amp; Training</b></p> <ul style="list-style-type: none"> <li>• Onsite training services:                             <ul style="list-style-type: none"> <li>○ ArcGIS Pro basic training, one (1) day</li> <li>○ ArcGIS Pro advanced parcel editing training, three (3) days</li> </ul> </li> </ul>	<p><b>\$8,785.00</b></p>
<p><b>Parcel Fabric Workflow Support</b></p>	<p><b>\$2,800.00</b></p>
<p><b>Sidwell Professional Services Total</b></p>	<p><b>\$39,245.00</b></p>

**Project Assumptions and Notes:**

- All services will be performed remotely unless specifically noted.
- The Client will be responsible for downloading and configuring ArcGIS Pro software on all necessary machines.
- Procurement of all necessary Esri licenses will be the responsibility of the Client.
- Training travel expenses are estimated to be \$1,650.00 and will be invoiced separately. Travel expenses beyond the estimated amount are subject to prior approval of the Agency.
- In the event the Client identifies other specific GIS project needs, Sidwell also can provide a fixed fee project estimate.



## 4. Additional Provisions

### 4.1 Commencement of Work

Sidwell will commence the work under this Contract immediately upon its execution by the Agency and will continue working diligently thereafter until all work, services, and materials covered by this Contract have been completed. All training/support service hours included in the scope of work in this Contract must be completed by the conclusion of the base project services or within one (1) year following the commencement of such training/support services, whichever is later in time. Any hours unused at the conclusion of this period through no fault on the part of Sidwell will expire and no longer be available for the Agency.

### 4.2 Contract Term

This Contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

### 4.3 Termination of Contract

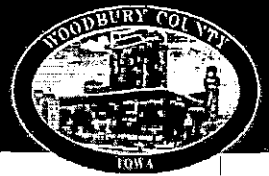
This Contract may be terminated by the Agency, by giving written notice to Sidwell thirty (30) days prior to the monthly billing date. This Contract may be terminated by Sidwell by giving written notice to the Agency, thirty (30) days prior to the monthly billing date. Upon termination of this Contract, Sidwell shall furnish the Agency with all data supplied by the Agency, the GIS cadastral and any other materials that were supplied by the Agency. Sidwell also agrees to remove from its systems and shall not retain any data which is, and shall remain, the sole property of the Agency. In the event of termination, Sidwell will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the Agency.

### 4.4 Additional Services

Any professional services, implementations, or software modifications that are not included in the scope of work in this Contract but that are requested by the Agency and agreed upon by Sidwell shall be provided at Sidwell's prevailing hourly rate: GIS Administration \$175/hour, Professional/Technical \$160/hour, GIS Production \$130/hour, Travel Time \$175/hour.

### 4.5 Service Fees

The Agency will pay Sidwell a fee of thirty-nine thousand two hundred forty-five and no/100 dollars (\$39,245.00) as described in Section 3 as full compensation for all Sidwell



work, services and materials described and provided under this Contract as described in section 2. All costs related to training will be invoiced separately.

**4.6 Travel Fees**

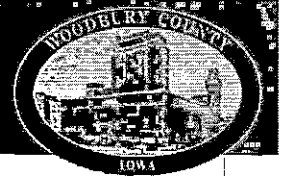
Travel to the Agency will occur at the request of the Agency and agreed upon by Sidwell. If applicable, Sidwell will bill the Agency at the travel time hourly rate set forth in section 4.4. Sidwell will invoice all travel expenses separately as they are incurred. For the purposes of this Contract, when referencing travel expenses, "expenses" are defined as: personal mileage per trip, airfare, rental car, parking, hotel and per diem costs that are accumulated based on the number of days on-site. When referencing travel hours, "hours" are defined as: the travel hours amount for each Sidwell employee based on the number of trips taken to be on-site.

**4.7 Invoicing Schedule**

The Agency agrees to pay Sidwell total Professional Services Fees detailed in Project Costs, which is not inclusive of any applicable taxes. The agreement will be processed with the return of signed contract and an initial payment of 20% of the total amount as outlined in section 4.5. Training and/or support will be invoiced in full upon commencement of such services. Software Applications shall be invoiced after delivery to Agency and upon receipt. For all other services, Sidwell will submit monthly invoices for the percentage of work completed. All payments for services are non-refundable.

In the event the Agency fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Sidwell has under this Contract or otherwise, Sidwell shall have the option to suspend or terminate all services under this Contract. Suspension or termination of any such services shall not relieve the Agency of its obligation to pay its outstanding invoices, including any late charges.

For proposed changes to the services defined by this Contract that do not materially impact the scope of either party's work effort required under this Contract, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Contract, such as, but not limited to, changes in the allocation of the resources of the Agency and of Sidwell applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged



that any such material changes may require modifications to the consideration paid, timelines governing, and the services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

#### **4.8 Payments**

The Agency will pay Sidwell the full amount of each submitted invoice within thirty (30) days of receipt thereof.

#### **4.9 Change of Geodatabase Format**

Should the geodatabase be altered from its original format, Sidwell reserves the right to re-evaluate and, if necessary, request an adjustment to the fees.

#### **4.10 Data Ownership**

It is understood that all GIS, tabular, and digital orthophoto data provided to Sidwell by the Agency is the exclusive property of the Agency. It is also understood that Sidwell is prohibited from using said data for any purpose other than to fulfill the terms of this Contract without the expressed written consent of the Agency. Furthermore, all rights and ownership of data and solutions provided to the Agency as a part of this Contract are hereby the exclusive property of the Agency.

#### **4.11 Indemnification**

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency (A) for Sidwell's actions that result in death, personal injury, or property damage; (B) that are a result of Sidwell's gross negligence or willful misconduct; or (C) to the extent it is based on a claim that the professional services, when used in accordance with this Contract, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination



with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

#### **4.12 Limits of Liability**

Except for its indemnification obligations listed in Section 4.11, Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders' entire liability and Agency's exclusive remedy with respect to the professional services and any other products, materials or services supplied by contractor in connection with this Contract for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall be for direct damages and not exceed an amount that is three times the professional service fees paid to Sidwell by the Agency for the twelve (12) months preceding the date of the action that gave rise to the claim.

#### **4.13 Warranty**

Sidwell guarantees the contracted services for the period of four (4) months from final delivery of the accepted geodatabase to correct any issues found within the final deliverable that were a clear and obvious oversight on the part of Sidwell. All issues must be brought to the attention of the Sidwell project manager in writing. The Sidwell project manager will compare the original Agency database and the final delivered database to the Agency to verify the issue. Once verified, these items will be rectified by Sidwell staff at no additional cost to the Agency. If the items presented to the Agency cannot be verified by Sidwell a change order may be required to address the item(s).



### 5. Authorization

This Contract is effective this 17<sup>th</sup> day of May, 2023.

**The Sidwell Company**

**Woodbury County, IA**

By Tony Pelletiere

By [Signature]

Tony Pelletiere  
Print Name

Matthew Chy  
Print Name