

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the "Service Provider"):

Service Provider:	Frontier Precision	Contact Phone Number:	(208) 324-8006
Contact Person:	Alison Walker	Contact Email Address:	alison@frontierprecision.com
Address:	2716 South Lincoln Ave. Suite G Jerome, Idaho 83338	Type of Service:	GIS/Esri Parcel Fabric Conversion

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows as proposed in Exhibit A:

- A. Service Provider shall provide full services required for the conversion of the County's parcel fabric from PDF or any other version to an Online Available GIS System.
- B. Service Provider shall ensure that the County has proper licensing in place and make recommendations for compatibility.
- C. Service Provider shall create the parcel Fabric, Migrate Existing Parcels and enter the record information from TIF and or PDF Files.
- D. Service Provider shall document all the steps and data cleanup and adjustments made that can be confirmed by County staff.
- E. Service Provider shall provide video recordings for training purposes including hands on training of the new system in addition to teaching staff on how to properly maintain and add to the system in the future.

2. Compensation.

- A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider Twenty-Three Thousand and Two Hundred Dollars (\$23,200.00).
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on April 29, 2022 at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.

- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County's request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

- 7. Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	Frontier Precision 2716 South Lincoln Ave. Suite G Jerome, Idaho 83338

- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____</p> <p>San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ John David Nielson San Juan County Clerk/Auditor Date: _____</p>	<p>FRONTIER PRECISION</p> <p>By: _____</p>
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San Juan County Utah

Parcel Fabric Implementation

Prepared By: Alison Walker

Frontier Precision GPS/GIS Technical Services Manager and Project Manager

August 2021

San Juan County Utah currently has parcel data in shapefiles and Google Earth files (.kmz). Record drawings that contain the legal boundaries of the parcels are stored in TIF files and PDF files.

The County is ready to implement [Esri's Parcel Fabric](#).

Frontier will complete the following steps for a successful implementation.

Implementation of Parcel Fabric

Ensure proper Esri licensing is in place: Frontier will assist in determining current licensing levels and working with Esri to upgrade if required. The cost of Esri licensing is not included in this contract but will be paid separately directly to Esri. Two different deployments are outlined below.

Parcel fabric enterprise and single-user deployments require the following licensing:

Deployment	Required ArcGIS Pro license level	Includes	Web and mobile clients
Enterprise	Standard/Advanced	GIS Professional user type (Standard/Advanced) and the ArcGIS Parcel Fabric user type extension	ArcGIS Parcel Fabric add-on license is required
Single-user	Standard/Advanced	ArcGIS Pro license (Standard/Advanced)	Not supported

Create the Parcel Fabric: An empty parcel fabric will be created in the GIS system. After initial creation, parcel types, domains, field names, and related tables can be customized to fit the County's data and future needs. Initial fabric creation, consulting, and customization – up to 6 hours.

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Migrate existing parcels: Approximately 80 shapefiles containing just under 4000 parcels, along with a .kmz file containing an additional 5000 parcels will be imported to the parcel fabric. This involves multiple steps:

- Combine all shapefiles and .kmz
- Append merged data to parcel fabric feature class mapping ownership information and parcel numbers to the parcel fabric fields
- Import PLSS data including the Township and Section polygons along with the MasterPLSS points.
- Set parcel topology rules
- Cleanup parcel data:
 - o Remove duplicate and overlapping lines
 - o Tie parcel corners to PLSS control

With just under 10,000 existing parcels to migrate and clean, Frontier estimates approximately 32 hours of work to complete this step assuming the parcels are closely aligned with the PLSS control already. This would include creating subdivision parcels, and if needed, historical parcels. Time will increase if more manual cleanup is required and a change order may be required.

Enter record information from TIF and PDF files:

- Create and update parcel records based on record drawings to include the COGO (coordinate geometry) information to improve the overall accuracy and legal descriptions of parcel boundaries.
- Re-build parcels based on parcel records.

Frontier was provided record information for approximately 500 parcels. Much of the COGO data will be populated in the previous step. However, these records will be used to check the quality of the incoming data and ensure the records match the GIS. For records that do not match, new parcel records will be created and added to the fabric. Contract accounts for up to 90 hours of work depending on the quality of the original data and the ability of Frontier services staff to easily locate parcels in the GIS from the record drawings. If additional drawings are found and need to be included, a change order may be required.

Documentation: Frontier will document all steps and data cleanup as the project progresses, and documentation on customized parcel types, domains, fields, and related tables will be provided to the County prior to training. Frontier will also document any custom workflows that are created and will

provide directions to the County for ongoing maintenance in written or video form. Documentation of project and custom workflows – up to 24 hours.

Training: Frontier Precision’s goal is always to enable the end-user to continue to maintain and effectively use the updated GIS system. A successful implementation means that after the existing data is migrated and cleaned and the fabric is in place, the County would then be entirely self-sufficient in keeping the data up to date. This contract allows for 12 hours of remote training to be split up into 1-2 hour segments a few times a month. This gives users a chance to take in the training in manageable sections and then practice what has been learned prior to the next session. Frontier will continue to work with the County as needed until the close of the contract.

Payment Breakdown

Frontier Precision will bill San Juan County after the completion of each milestone. Payment terms on GIS Services are Net 30 days from the invoice date.

Kickoff, License check, Parcel fabric creation, and Parcel migration	\$5700
Enter record information from .tif and .pdf	\$11,200
Documentation draft completed and Training scheduled	\$6,300
Training completed, Documentation finalized, ongoing support until contract closing	\$0
Total	\$23,200

Work and Payment Timeline

The following schedule outlines the work timeline and when the work will be invoiced.

Task	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Jan – Apr 2022
Kickoff: Get licensing in place and outline plan for implementation						
Migrate existing parcels						
Enter record information						
Documentation draft completed and training scheduled						
Training completed, Documentation finalized, ongoing support until contract closing						
Invoice		\$5700		\$11,200	\$6,300	

Assumptions

Frontier Precision is making the above estimates based on the following assumptions:

- If the County is set up with Enterprise licensing, the software is set up, Portal is functional, and Frontier Precision would have full access. If needed Frontier can also provide services to assist with Enterprise configuration at an additional cost.
- All existing parcels and their associated data have been provided to Frontier for examination.
- Frontier Precision will be given access to the County's GIS through VPN or Remote Desktop. If needed, Frontier can provide its own licensing if software needs to be installed on the Remote Desktop.
- San Juan County staff will be available to answer questions about parcel records, participate in training, and provide IT assistance as needed with the remote access to the GIS.
- The county intends to use Frontier's GIS services for the full project. If reduced scope is requested, services rates are subject to change.

Thank you for considering Frontier's GIS Services for this project. We strive to improve everyone's access to GIS and enable users to manage and maintain their GIS systems moving forward. Please do not hesitate to request references or additional information if required.