

# Panda Consulting

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### Sauk County Parcel Fabric Migration

### Consulting Agreement

This agreement is made effective as of February 20, 2023, by and between the Sauk County Land Information / GIS, located at Sauk County West, Square Building, 505 Broadway, Room #122, Baraboo, WI 53913, and Panda Consulting, located at 10238 Hunt Club Lane, Palm Beach Gardens, Florida 33418.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Panda".

Panda has a background in Surveying, Mapping, Geography, and Information System Integration and is offering to provide services to Client based on this background. Client has an existing Geographic Information System (GIS) and is seeking specific training or support services to enable its staff to work more efficiently with that software.

Therefore, the parties agree as follows:

#### DESCRIPTION OF SERVICES.

##### Executive Summary

Sauk County Land Information / GIS, WI (the Client) has provided Panda Consulting (Panda) with a information regarding its existing parcel data with the intent of having Panda provide a proposal for migration into the ESRI ArcGIS Parcel Fabric (the Parcel Fabric) to enable more efficient mapping procedures. The data consisted of data being contained in an ArcMap Parcel Fabric and the data follows the Esri Local Government Information Model used in the ArcMap Parcel Fabric containing:

- Control Points
- Parcel Points
- Line Points
- Line Features
- Tax Parcels
- Conveyance Divisions (Lots and Roads)
- Simultaneous Conveyances (Subdivisions and Certified Survey Maps)
- Encumbrances (Easements)
- Public Land Survey System features

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Overall, the data appears to be in good condition geometrically within itself, although we have noted several densified curves on the simple feature classes that will eventually need corrections and some contiguity issues. The migration will include an attempt to correct many of these issues and training will include the procedures to correct any issues missed during the migration.

### **Project Phases**

The project is straightforward but consists of several phases:

**Project Strategic Planning** - During this phase, Panda will more extensively review the final provided data and develop a plan on how each feature class will fit into the ArcGIS Parcel Fabric data model. In addition, Panda shall review the attribution of the existing feature classes with the Client and ensure that all attribute fields in the existing data shall be appended to the new data structure to ensure that all attributes are maintained and provide for future publication. In addition, Panda shall further discuss with the Client how it wishes to maintain its dimensions and annotation. **Cost for this phase - \$2,000**

**Prototyping and Migration to the ArcGIS Pro Parcel Fabric** - During this phase, Panda will migrate the data into the data model agreed upon during the Project Strategic Planning Phase. Upon initial migration of the data, Panda shall run quality control procedures to ensure all polygons successfully migrated with no errors and deliver an initial Parcel Fabric prototype that will be reviewed by the Client. Panda shall implement any changes identified during the review meeting including creation of attribute rules and attribute configurations and deliver a final Parcel fabric prototype optimized with complete descriptive statistics on the final Parcel Fabric, together with a current ArcGIS Pro Project file fully configured to be used for training and eventual implementation.

The migration of the data shall include the review and evaluation of all attribution and the deletion of any attribute fields that are not applicable for each Parcel type.

The configuration of the ArcGIS Project will reset the symbology and labeling properties of the Parcel Types to match existing symbology as much as possible. In addition, the ArcGIS Project file shall be configured with attribute field settings for presentation and attribute rules to allow efficient parcel maintenance. This configuration is critical for the successful transition from the ArcMap data into the ArcGIS Parcel Fabric.

**Cost for this phase - \$8,000.**

### **Annotation**

In order to edit annotation in the ArcGIS Parcel Fabric, whether that annotation is feature linked, or non-feature linked, must be converted to the ArcGIS Pro annotation structure. While ArcGIS Pro does allow the viewing of older ArcMap annotation structure, it does not allow editing of this

# Panda Consulting

## Your Partners in GIS

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older structure. Once the annotation classes have been converted to the new structure, they are no longer usable by the older ArcMap software. In addition, since the ArcGIS Parcel Fabric uses web services for multi-user editing, there will be several issues that must be addressed when using web services for the annotation. The annotation shall be upgraded to the ArcGIS Parcel Fabric structure and the issues shall be addressed by Panda during the implementation.

**Cost - \$2,000**

**Implementation into the Enterprise** - During this phase, Panda shall advise and assist the Client regarding the efficient loading and setup of the ArcGIS Parcel Fabric in a multi-user environment, including a set of procedures for loading, installing, and configuring the final ArcGIS Pro Parcel Fabric for efficient branch versioning. Panda shall also verify the setup and configuration of the Client Portal and ensure that the multi-user editing functions are correcting working.

**Cost for this phase - \$2,000**

**Parcel Fabric Training** - Panda shall provide 16 (sixteen) hours of training services spread over several of days customized for the Client. This training shall use the Client data and mapping backlog to ensure that the Client staff is successful during the transition into the Parcel Fabric. All online training sessions will be recording and delivered to the Client for future reference and review.

**Cost for this phase - \$4,000**

**Total undiscounted budget for the project - \$18,000**

**WLIA Discount** – Panda provides a 15% discount for all members of the Wisconsin Land Information Association. This discount results in the final cost of **\$15, 300**.

**Final Discounted budget for the project - \$15,300.**

**Time Frame** - It is estimated that the entire project may take less than three (3) weeks total from notice to proceed to deliver of the final Parcel Fabric. Since there is no definitive time for the training and support services, these services will occur after the delivery and the timing is completely dependent on the Client's schedule.

### **Assumptions**

- All work shall be conducted remotely.
- All training and support shall occur on-line.
- Clean-up of the existing data shall be conducted by Panda at this time, but no warranty is provided that all data will be corrected.
- Client shall provide an up-to-date copy of the data to be converted.
- Client shall install and use ArcGIS Pro 3.X or higher for maintaining the Parcel Fabric.

# Panda Consulting

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## Your Partners in GIS

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- Panda shall install and upgrade its existing Enterprise server to ESRI Enterprise Server 10.9.1 or higher and deploy the ArcGIS Parcel Fabric User Type extension.
- Additional data layers, if desired by the client, may be included at additional cost.

### PERFORMANCE OF SERVICES.

Panda shall determine the way the Services are to be performed and the specific hours to be worked by Panda. Client will rely on Panda to work as many hours as may be reasonably necessary to fulfill Panda's obligations under this Agreement.

### PAYMENT.

Client will pay a fee to Panda for the Services based on the above referenced fee in the amount of FIFTEEN THOUSAND AND THREE HUNDRED and 00/100 (\$15,300) total. The Client shall pay said invoice no later than the fifteenth day of the month following the period during which the Services were performed.

Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Panda shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Panda has not yet been paid.

### EXPENSE REIMBURSEMENT.

Panda shall not be entitled to reimbursement from Client for any or all "out-of-pocket" expenses.

### NEW PROJECT APPROVAL.

Panda and Client recognize that Panda's Services will include working on various projects for Client. Panda shall obtain the approval of Client prior to the commencement of a new project.

### TERM/TERMINATION.

Upon 30 days written notice to the other party, either party may terminate this Agreement.

### RELATIONSHIP OF PARTIES.

It is understood by the parties that Panda is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Panda.

### DISCLOSURE.

Panda is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best

# Panda Consulting

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## Your Partners in GIS

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interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Client
- any activity that Panda may be involved with on behalf of Client

### **EMPLOYEES.**

Panda's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

### **INJURIES.**

Panda acknowledges Panda's obligation to obtain appropriate insurance coverage for the benefit of Panda (and Panda's employees, if any). Panda waives any rights to recovery from Client for any injuries that Panda (and/or Panda's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Panda or Panda's employees.

### **CONFIDENTIALITY.**

Client recognizes that Panda has and will have the following information about products, prices, business affairs, process information, trade secrets, technical information, customer lists, product design information, or copyrights, and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Panda agrees that Panda will not at any time or in any manner, either directly or indirectly, use any Information for Panda's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Client. Panda will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

### **UNAUTHORIZED DISCLOSURE OF INFORMATION.**

If it appears that Panda has disclosed (or has threatened to disclose) Information in violation of this Agreement, Client shall be entitled to an injunction to restrain Panda from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Client shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### **CONFIDENTIALITY AFTER TERMINATION.**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

# Panda Consulting

## Your Partners in GIS

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### **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

### **AMENDMENT.**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

### **SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### **APPLICABLE LAW.**

The laws of the State of Wisconsin shall govern this Agreement.

Party receiving services:

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Party providing services:

Panda Consulting

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Frank J. Conkling  
Owner, Panda Consulting