
Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Digital Data Services, Inc. (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Task 1 – Converting the Customized Address Editing Tool application code
- Task 2 – Redesign the new tool into the ArcGIS Pro software environment
- Task 3 – Testing and verification of the software
- Task 4 – Deployment of new software
- Task 5 – Maintenance and Updates

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Custom Address Point Editing Tool for ArcGIS Pro
RFP Number: 2022039
Project Address: 1800 27th Street, Vero Beach, FL, 32960

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 120th day after the date when the Contract Times commence to run.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay SUPPLIER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work as described in, and at the prices stated in SUPPLIER's Final Proposal dated September 5, 2022, attached hereto as Exhibit 1.

B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$12,420.00

Written Amount: Twelve thousand, four hundred twenty dollars.

ARTICLE 5 - PAYMENT PROCEDURES

Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the SUPPLIER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.01 Acceptance of Final Payment as Release

The acceptance by the SUPPLIER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the SUPPLIER other than claims in stated amounts as may be specifically excepted by the SUPPLIER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the SUPPLIER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

6.01 SUPPLIER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SUPPLIER and persons employed or utilized by the SUPPLIER in the performance of the Work.

ARTICLE 7 - SUPPLIER'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement SUPPLIER makes the following representations:

- A. SUPPLIER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. SUPPLIER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. SUPPLIER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. SUPPLIER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by SUPPLIER, including applying the specific

means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by SUPPLIER, and safety precautions and programs incident thereto.

- E. SUPPLIER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. SUPPLIER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. SUPPLIER has correlated the information known to SUPPLIER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. SUPPLIER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLIER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. SUPPLIER is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. SUPPLIER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Certificate(s) of Liability Insurance;
- (3) Request for Proposals 2022039
- (4) SUPPLIER'S submitted proposal;
- (5) Firm Information Form
- (6) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (7) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (8) Certification Regarding Lobbying;
- (9) Certificate of Debarment
- (10) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records Law. Specifically, the SUPPLIER shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUPPLIER does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the SUPPLIER or keep and maintain public records required by the County to perform the service. If the SUPPLIER transfers all public records to the County upon completion of the contract, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the contract, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the SUPPLIER to comply with these requirements shall be a material breach of this Agreement.

Article 11: TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by SUPPLIER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

(1) if in the OWNER's opinion SUPPLIER is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if SUPPLIER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the OWNER's opinion SUPPLIER's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if SUPPLIER assigns this Contract or any money accruing thereon or approved thereon; or

(5) if SUPPLIER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for SUPPLIER or for any of his property.

B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify SUPPLIER in writing of the grounds for termination and provide SUPPLIER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.

- C. If the SUPPLIER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying SUPPLIER in writing. Upon receiving such notification, SUPPLIER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize SUPPLIER to restore any work sites.
- D. The SUPPLIER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate SUPPLIER's services and work for OWNER's convenience. Upon receipt of notice of such termination SUPPLIER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination SUPPLIER shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by SUPPLIER as are permitted by the prime contract and approved by the OWNER.
- SUPPLIER shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SUPPLIER certifies that it and those related entities of SUPPLIER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if SUPPLIER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if SUPPLIER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

SUPPLIER:

INDIAN RIVER COUNTY

Digital Data Services, Inc.

By: _____
Peter D. O'Bryan, Chairman

By: _____
(Supplier)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:
Name: Michael Staudt
Title: GIS Manager
Address: 1800 27th Street, Vero Beach, FL 32960
Phone: 772-226-1609
Email: mstaudt@ircgov.com

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If SUPPLIER is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 – Final Proposal



Custom Addressing Solution

Proposal for
Indian River County,
Florida

September 5, 2022

Prepared by
Digital Data Services, Inc.
200 Union Blvd.
Suite 200
Lakewood, CO 80228

www.digitaldataservices.com
GSA Contract GS-35F-0091S

Project Approach

Based on the August 18, 2022, interview by Indian River County and Digital Data Services (DDS) staff, Indian River requested DDS to prepare a revised Scope of Services for the ArcGIS Address Point Editing Add-In migration. Based on the demonstration of the existing Indian River Addressing Tool and our experience in Addressing solutions, DDS prepared the following approach to the project.

Update Existing ArcGIS Add-In

Update the existing ArcGIS Add-In from ArcMap to ArcGIS Pro. It is the simplest solution and provides UX modifications not available in the ArcGIS Pro Tasks solution. The drawback is that the Address Add-In remains compiled code which would continue to require a third party to update and maintain at additional expense.

Task 1 – Source Data Transfer and Review

Objective: Receive copies of the Indian River source GIS layers, including but not limited to the address feature layer and any required reference (e.g., parcels, ESN, MSAG, postal communities, etc.) feature layers.

DDS Approach: DDS will request a File Geodatabase copy of the address and dependent layers to be copied from your ArcSDE database in the same naming and structure. This File Geodatabase will be used for development purposes.

It does not include making any schema updates or modifications to existing Indian River feature datasets. However, if you wish for DDS to perform the schema updates, we can provide a separate quote based on the complexity of the changes.

Requirements: Esri File Geodatabase of Add-In feature layer dependencies, original Indian River Addressing Add-In source code and compiled Add-In.

Timeline: This task is budgeted with four hours of review.

Deliverables: See Task 2

Task 2 – Review existing Add-In code

Objective: Migrate the existing ArcObjects .NET 10.8 SDK code base into the ArcGIS Pro SDK for .NET environment using Microsoft Visual Studio, ensuring all current functionality is retained.

DDS Approach: DDS will thoroughly analyze the existing ArcMap ArcObjects Add-In code base to understand what migrates directly and what code requires refactoring to ArcGIS Pro SDK. Although the two Esri SDKs contain significant differences, a high-level understanding of how the

existing Add-In is structured is essential to the code migration process.

- Analyzing the general structure of the current ArcMap Add-In and identifying the primary modules, functions, classes, and logic flow that is used to determine whether the current software design can be maintained, in whole or part, or whether the Add-In requires a heavier refactoring to accommodate the ArcGIS Pro SDK environment.
- Ensuring all the core functionality of the current ArcMap Add-In can be migrated to the ArcGIS Pro SDK, retaining current functionality. While many of the ArcMap ArcObjects SDK APIs are similarly named or patterned within the ArcGIS Pro SDK, it is common for dialect differences to occur. Therefore, for any functionality that cannot be directly mapped between the two SDKs, the more feature-rich ArcGIS Pro SDK will be used to provide a similar solution.
- DDS will provide an Action Plan after our review. The Action Plan will include a high-level design, overview, approach, and timetable document for the migration process from ArcMap ArcObjects SDK to the ArcGIS Pro SDK. This document will also list any issues we expect to encounter and any recommendations to Indian River County.

Requirements: Existing ArcMap Address Add-In codebase, compiled Add-In, sample data in File Geodatabase, existing developer and user documentation.

Timelines: The code review and Action Plan development will take approximately sixteen labor hours and be delivered one week after receiving the required files and documentation from Indian River County.

Deliverables: Migration Action Plan based on Tasks 1 and 2.

Task 3 – Redesign Address Editing Tool for ArcGIS Pro

Objective: Migrate existing ArcGIS ArcMap to ArcGIS Pro.

DDS Approach: Upon approval of the Action Plan in Task 1, DDS will utilize the approach in the Action Plan to migrate the existing ArcMap Add-In to the ArcGIS Pro SDK using Microsoft Visual Studio. The ArcGIS Pro environment is meant to upgrade or enhance ArcMap. The new graphical user interface (UX) of the Addressing Add-In will reflect the enhanced UX design and functionality of ArcGIS Pro. All the existing UX functionality and business process will be maintained. However, it will be streamlined and improved upon by the new ArcGIS Pro environment.

Timeline: We expect the migration of the ArcGIS Add-In to take approximately 40 hours based on the functionality demonstrated in the interview.

Deliverables: None.

Task 4 – Testing and Verification of the ArcGIS Pro Add-In

Objective: DDS will perform validation testing of the ArcGIS Pro Add-In during development and test in an ArcGIS Pro 3.x environment.

DDS Approach: Validation and unit testing of the new ArcGIS Pro Addressing Add-In will be performed as the code is migrated to ensure code integrity. Both automated and in-house (hands-on) testing of the completed ArcGIS Pro Address Add-In will be performed by DDS.

Once our internal testing is complete, DDS will prepare draft deployment documentation to provide to Indian River County for internal deployment and user acceptance testing.

Timeline: We estimate about 16 hours internal testing to be performed as part of Task 3 and external testing by Indian River to take approximately two weeks, depending on resources.

Deliverables: Draft compiled ArcGIS Pro Add-In and deployment documentation.

Task 5 – ArcGIS Pro Add-In Deployment

Objective: DDS shall work with direction from Indian River County's technical staff and management. However, onsite testing before the finalization of the project must be completed in conjunction with the County staff.

DDS Approach: DDS will work with Indian County's technical staff and management to create deployment documentation and compiled ArcGIS Pro Add-In. DDS will initially develop documentation within our test environments and submit the documentation to Indian County staff for initial review and confirmation that the deployment process works as expected.

Timeline: Deployment documentation will be provided within one week after approval of user acceptance testing in Task 4.

Deliverables: Deployment documentation and compiled ArcGIS Pro Add-In and final Microsoft Visual Studio project (source code) using the ArcGIS Pro SDK either as a zipped archive or Git repository.

Task 6 – ArcGIS Pro Add-in Maintenance and Updates

Objective: DDS will be available in the future for maintenance and updates of the ArcGIS Pro Add-In, as required, for future versions of ArcGIS Pro and ArcGIS Pro SDK.

DDS Approach: DDS builds long-term relationships with our clients and is a trusted partner working toward the County's success. We will be a responsive team, ensuring that the County is delighted with the solution we prepare applies to the task at hand and is a basis for future updates.

DDS will prepare an estimate for any requested updates or enhancements to the ArcGIS Pro Addressing Add-In for Indian River County approval.

Timeline: Varies

Deliverables: Varies

Cost Proposal

The following estimate is for hours to complete the tasks in the Statement of Work within six weeks of notice to proceed and receipt of data and source code listed in Task 1. This estimate is time and materials, not to exceed.

This estimate does not include schema changes or additions to be performed by DDS.

Update Existing ArcGIS Add-In

TASK	DESCRIPTION	HRS	RATE	TOTAL
Task 1	Source Data Transfer and Review	4	\$135	\$540
Task 2	Review existing Add-In code	16	\$135	\$2,160
Task 3	Redesign Address Editing Tool for ArcGIS Pro	48	\$135	\$6,480
Task 4	Testing and Verification of the Add-In	16	\$135	\$2,160
Task 5	ArcGIS Pro Add-In Deployment	8	\$135	\$1,080
Task 6	ArcGIS Pro Add-in Maintenance and Updates	Varies	\$135	Varies
			Total	\$12,420

Project Rate Card

The following billing rates are for services performed at our offices. DDS bills in quarter-hour increments.

Name	Classification	Hourly Rate
Tom Neer	Project Manager	\$140
Zack Robison	Application Developer	\$135
Pete Skull	Application Developer	\$135

Reimbursable Expenses

DDS passes all client pre-approved, direct expenses onto our clients at cost. We do not foresee any expenses associated with completing this project.

Travel Costs

DDS does not foresee the need to work onsite for this project. We work remotely with clients across North America all the time. Travel expenses from our Denver offices to your locations would be billable at cost if requested.