

2021-79



**Statement of Work  
for  
Keith County, NE**

**Project Name:  
Change Order: Standard Planning & Zoning GIS Data Maintenance & Support**

*Prepared for: Amber Kuskie, Keith County Planning & Zoning Administrator*

**Project Number: 0286-027**  
*June 9, 2021*

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## EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC doing business as gWorks ("gWorks") pursuant to and governed by that certain Master Services Agreement dated **April 11, 2018** (the "Services Agreements"), by and between gWorks and **Keith County, Nebraska** ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

## TERMS AND CONDITIONS

The terms and conditions of this SOW are governed by the Master Services Agreement dated April 11, 2018.

## DEFINITIONS

- "GIS-Compatible Format" (aka "GIS Format") shall mean datasets that are compatible with a GIS. The format of these datasets include shapefiles, geodatabases, and Excel spreadsheets with (x,y) coordinates. After initial implementation, data from Excel spreadsheets with (x,y) coordinates for new layers are subject to a conversion fee.
- "NEW" shall mean GIS data change requests that occur during the current maintenance period (e.g., a parcel split that occurs during 2021 and is completed during the 2021 maintenance year). Any editing work outside this description will require a separate scope of work and charges.
- "Budget Year" shall mean a Fiscal Year beginning July 1 and ending June 30.
- "Customer Portal" shall mean a web-based ticketing system with a unique login for the Client and for the Client to submit tickets pertaining to this Statement of Work.

## OVERVIEW

The Client currently utilizes Basic Planning & Zoning GIS Support from gWorks, as such the Client is responsible for maintaining their parcel layer using gWorks' custom ArcGIS Extensions for ArcGIS Desktop software and utilizing gWorks as needed for software support. The Client has expressed interest in pursuing Standard Planning & Zoning GIS Data Maintenance & Support ("Standard Support") where gWorks edits and maintains all new changes to current layers on the Planning & Zoning's WebGIS tab on the Client's behalf. This Standard Support only applies to the layers on the Client's WebGIS Tab as of the date of this signed SOW; if the Client wishes to add additional layers, those will be considered additional projects.

The Basic Support currently used by the Client, Project 0286-010, allows the Client to submit changes to their layers to gWorks free of charge only if they provide their own GIS compatible shapefiles, or pay gWorks at their current hourly rate to make the changes.

By using Standard Support, the Client will not need an ArcGIS Desktop license through Esri, saving up to \$3000/year per Desktop license (depending on the license). In addition, the Client will no longer need access to or support of gWorks' ArcGIS Extensions, saving the County \$3,785 annually. Finally, the County will no longer need to accommodate the costly staff time required to train and edit the GIS, saving thousands of dollars in salary and benefits. This Standard Support web-based approach eliminates the need for department staff to learn GIS software.

The details of Standard Planning & Zoning GIS Data Maintenance & Support are outlined in the Statement of Work below.

## STATEMENT OF WORK

## DESCRIPTION OF STANDARD SUPPORT SERVICES

gWorks will edit and maintain the GIS data on our redundant servers. gWorks will be responsible for editing all new changes that occur in the county in relation to the current layers on the Client's WebGIS Tab as of the date of this signed SOW. This frees up Planning & Zoning staff, thus allowing them to concentrate on critical projects and issues.

## OBLIGATION OF CLIENT

The Client will provide documents, data, information, and access to Client servers as necessary for gWorks to carry out its maintenance and support obligations to the Client. This includes:

- Notify gWorks of changes to their current GIS layers.
- Supply accurate and complete legal descriptions of change as needed or as requested by gWorks.
- Supply accurate parcel identification numbers so gWorks may properly ID parcels.

## STANDARD GIS DATA MAINTENANCE AND SUPPORT SERVICES

gWorks shall provide the following:

- Unlimited telephone/online/email support relating to GIS data defined herein.
- Update Planning & Zoning Tab WebGIS (WebGIS subscription required) with new layer releases from FEMA or the State of Nebraska when they become available.
- Nightly data synchronization with WebGIS subscription (refer to Client WebGIS subscription agreement).

As noted above, the Client will be responsible for sending changes, (typically done through our online 'Customer Portal') to gWorks once a week or as needed. gWorks will then update the GIS layers *within five business days of receiving the changes*. The change information must include all available information, including any legal description, survey, plat and legal description so gWorks staff may accurately make necessary changes.

gWorks uses an electronic email submission and ticketing system called the 'Customer Portal.' The Client will simply log into the system and submit changes, name the tasks (e.g., split PIN 340004440), enter a due date, and then attach a scan of the instrument, survey, etc. gWorks is automatically notified of a pending edit request and our GIS Techs are automatically assigned the request. At any time, the Client may track which tasks have been completed or are awaiting completion. This system saves paper, time, and reduces confusion concerning which edits have been sent to us for completion. Upon project completion, gWorks will provide training sessions to County staff on use of the Customer Portal and general GIS maintenance. In addition, gWorks staff is available weekdays from 8am-5pm to assist the Client with questions or issues as they arise.

## CLIENT RESPONSIBILITIES

The successful completion of this project can only be attained through the full cooperation of Client's staff. gWorks cannot be held responsible for delays caused by items that are the responsibility of the Client. gWorks expects the Client to provide and/or be responsible for the following:

1. Providing full access to Client databases for purposes of installing and customizing the gWorks Extensions.
2. Assist in the clarification of any questions that may occur.
3. Ongoing QA/QC with gWorks staff during GIS development process.

## SCHEDULE

The gWorks team is ready to start the Standard Planning & Zoning GIS Data Maintenance & Support immediately upon receipt of the signed SOWs for Project Number 0286-027 and Project Number 0286-028. All Planning &

Zoning WebGIS remediation associated with the existing data the county has will be handled under Project 0286-028.

## PROJECT COSTS

Variations and/or additions to those tasks, features, and services stated within are subject to additional costs. Any change orders must be documented and added as an addendum to this scope with the additional costs for said change order added to the following costs and agreed upon in writing with the Client.

**Previously contracted amount:** \$3,974.67 annual Basic Planning & Zoning GIS Data Maintenance & Support fee, payable in July of each year, ending June 30, 2024. Upon the signing of this Statement of Work by both parties, the previous Statement of Work for Project Number 0286-010 will be mutually terminated by the Client and gWorks.

**Amount of this order:** \$5,225 annual Standard Planning & Zoning GIS Data Maintenance & Support fee, payable in July of each year. If the Change Order is signed midway through the Client Budget Year, the increased will be prorated from the date the new support began through June 30th and Keith County will be billed accordingly.

**New contract total:** \$5,225 annual GIS support, payable in July of each year.

## TERM OF SERVICES

This Statement of Work includes a three (3) year Standard Planning & Zoning GIS Data Maintenance services agreement. Costs associated with Standard Maintenance are billed annually or as noted above in the Project Costs Section. This three-year subscription locks in the annual cost above. The subscription term begins upon set-up & implementation completion. This maintenance term automatically renews after each three-year term unless the Client provides written notice of non-renewal sixty (60) days prior to the expiration of the three-year term. Term renewals may be subject to a cost increase and gWorks will notify the Client with written notice ninety (90) days prior to the expiration of the three-year subscription term.

## CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from gWorks will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and gWorks agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the gWorks fee structure in effect at the time of the issuance of the Change Order.

## TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. All Annual Fees are non-refundable. Upon termination, Client shall pay gWorks for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

## COUNTERPARTS


This SOW may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Delivery of an executed counterpart of a signature page to this SOW by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this SOW.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0286-027) as of the date first above written.

**Agreed to and Accepted by:**

**gWorks**

Sign: 

By: Tyson Larson

Its: Vice President of Client Success

Date: 06/09/2021

**Keith County, Nebraska**

Sign: 

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

Its: \_\_\_\_\_

Date: June 16 '21

**Client of Contact for gWorks Project Manager for data requests:**

Name: Amber Kuskie

Title: Planning & Zoning Administrator

Phone: (308) 284-3556

Email: planning@keithcountyne.gov

**Client Point of Contact for Accounts Payable:**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_