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Statement of Work

For

Keith County, Nebraska

Project Name:

Implementation of a Clerk/Election Commissioner WebGIS Tab

Prepared for the Keith County Clerk

Project Number 0286-029
September 3, 2021

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 the **Keith County, NE** ("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.

PROJECT OVERVIEW

The gWorks Clerk WebGIS Tab for County Clerks allows anyone with Internet access to view interactive maps of the various districts within a county, such as voting districts, tax districts, school districts, and more. The district map layers on the Clerk Tab are overlaid with various parcel and tax map layers from the County Assessor and are displayed to the public in a readily available and easy-to-view format. Making this information available via a public WebGIS site allows for greater transparency of local government by providing citizens access to geographic information regarding property ownership, county tax districts, and other information of interest to county citizens. The information maintained on the Clerk Tab may also be used as a decision-making tool for other county government offices by proving direct access to geospatial information that can be used for analysis, planning, and map production.

SCOPE OF WORK

CLERK TAB

The gWorks WebGIS is a template-based product that gWorks adapts and configures to individual county department needs. The template approach allows gWorks to provide similar, required functionality to many counties and their individual departments across the Midwest while keeping costs down. The WebGIS allows anyone with Internet access to search for—and look at—maps concerning property ownership information and any other data associated with each department tab.

The Client's WebGIS will initially open to the Assessor Tab with parcels and base map layers visible (including roads, labels, and political boundaries). The Clerk Tab can be accessed from an icon at the top of the screen. The Clerk Tab will contain data layers and information specific to the County Clerk, in addition to integrating other available layers and tools from the WebGIS. The following sections describe the Clerk Tab layers and tools that will be available.

CLERK TAB LAYERS

The Client's Clerk Tab will be able to include the following layers, based upon availability in proper GIS Format (as defined above) by the Client at the time of set-up and implementation and the implementation plan chosen by the Client:

1. Parcels
2. Sections
3. Basemaps including FSA imagery, Esri Streetmaps, Topography, among other options
4. City Limits
5. Voting Precincts
6. Fire Districts
7. County Commissioner/Supervisor Districts
8. City Council Districts/Wards
9. School Districts
10. Tax Districts
11. Educational Service Unit (ESU) Districts
12. Educational Service Unit (ESU) Sub-Districts
13. School District Wards
14. Hospital Districts
15. Power Districts
16. Power Sub-Districts
17. Natural Resource Districts
18. Natural Resource Sub-Districts
19. Cemetery Districts
20. Ballot Splits

The Client may have any of the twenty (20) layers listed above as available. gWorks will supply the Parcel, Sections, Basemaps, and Municipal Boundaries layers. The Client may supply GIS Format information on any of the twenty (20) layers listed above to gWorks at the time of set-up and implementation to be added the Client's Clerk Tab at no additional cost.

gWorks agrees to digitize the Voting Precincts layer as part of the implementation costs.

gWorks reserves the right to determine whether any additional layers—not previously specified in the above list of twenty (20)—can or should be added and whether layer creation should fall under a different SOW with additional costs.

CLERK TAB TOOLS & FUNCTIONALITY

The County Clerk WebGIS Tab will include the following tools:
1. Full-text Search Bar
2. Map Navigation Tools: Zoom In, Zoom Out, Pan, Full Extent, Next Extent, Previous Extent, Locate Me
3. Identify Tool
4. Photo Tool
5. Measurement Tool
6. Drawing Tool
7. Print Tool

SEARCH BAR

The Search Bar is a GIS attribute-text search engine that allows the user to search for an asset or property by name, parcel ID number, address, or key word and bring up complete attribute information within seconds. After selecting a property from the search results list, the user has the option of zooming to the parcel on the map (map will highlight and zoom to the property), viewing more detailed results that will include PID, Owner Name, Property Address, Situs Address, and Legal Description (section, township, and range).
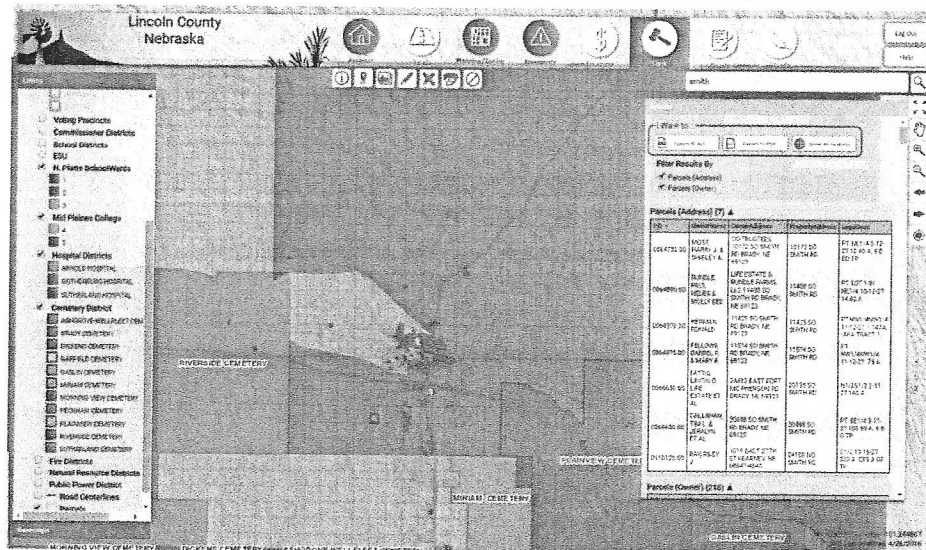

Figure 1: Search results for "Smith." Once a property has been selected in the results window, the user has the option to either zoom to the property on the map or view additional details about the property or feature.

MAP NAVIGATION

Zoom in and out buttons are always available while using the website. Additionally, the Map Navigation Tool allows the user to zoom to a specific section/township/range, address, or exact latitude and longitude. Easy panning (the ability to move the map around) is possible both when the pan tool is selected, and any other time the user wishes to navigate around the map using their mouse (except when the "zoom in" and "zoom out" tools are selected).

IDENTIFY TOOL

When activated, the Identify Tool allows a user to click inside a parcel on the map to see a pop-up window appear with basic parcel and/or asset information for the feature that was selected. Property card information is also available through the identify tool.

MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the Measurement Tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

DRAWING TOOL

The Drawing Tool offers a wide range of options to mark up the map. The drawing tool offers options for point, line, polygon and text size, color, and transparency. The drawing tool, combined with the print to email tool, allows clients to provide immediate feedback to gWorks technicians.

Figure 2: Drawing Tool illustrating polygon, line, and text features to show someone a specific voting district.

PRINT TOOL

The Print Tool is an excellent way for gWorks clients to create map screenshots that may include information they have drawn or measure and save them as a PDF or email them directly. This tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF. Users also have an email option to email that screenshot directly to one or more email addresses with a custom subject line and message body. Additionally, users may create a customized map complete with optional Title, Legend, and North Arrow.

Figure 3: The Print option creates a PDF map complete with Title, Legend, Scale, and Date

WEBSITE HOSTING AND MAINTENANCE

gWorks will host the WebGIS on our redundant servers for the Client. WebGIS application maintenance is included in the annual subscription cost.

WEBGIS TRAINING

Upon completion of the Clerk Tab set-up, gWorks will provide a one-hour web-based training session to the Client's County Clerk staff on the use of the Tab. This Client must complete this training within 15 days of WebGIS implementation. If the Client does not complete this training within 15 days, the project will be accepted as completed, and training will become billable at gWorks' current hourly rate.

SUPPORT

gWorks will provide up to five (5) hours of support to the Client yearly. Support hours expire at the end of each contract year. Support hours cannot be "banked" or "roll over" to a subsequent year.

gWorks will update the layers it provides as warranted.

Support may include:
- Updating existing layers when provided data in proper GIS Format.
- Adding any of the previously specified twenty (20) layers when provided data in proper GIS Format.
- One-on-one time with a GIS Technician analyzing the Clients current Precinct and Ballot Split layers (if the Client has those layers) by using census block data from the US Census Bureau to help the Client figure out a way to minimize Ballot Splits and calculate total (and voting age) population within a precinct. Should the Client wish to have their precincts "geocoded" with the accurate count of current registered voters and their addresses, that will be an additional cost.

*The Client is required to notify gWorks of any changes and provide support documentation of those changes via gWorks' Customer Portal.
**gWorks reserves the right to determine whether data received in a non-GIS Format should fall under a different SOW with additional costs.
***Any additional hours over the five (5) listed in this Support section shall be billed at gWorks' current hourly rate.

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:
- Provision of all layers to be provided by the Client as outlined in the Data Layers sections above.
  - If a layer is not provided in the proper GIS Format by the Client, it may be omitted depending on the service tier.
  - For items with location coordinates only and no identification numbers or other information attached to that item, the only thing that will appear in the WebGIS site will be the point location of that item.
- Timely responses to gWorks questions or data requests for any information gWorks deems necessary to complete the tab.
- Costs and acquisition of any additional data not specifically identified in this proposal, **if necessary.**

- Refer to the Support section above for Client responsibilities for notifications to gWorks of updates in the individual layers. Many layers are subject to the Client providing gWorks with information concerning any necessary updates.

PROJECT SCHEDULE

The gWorks team is ready to develop the Clerk WebGIS Tab after acceptance and receipt of a signed contract according to the tasks described in this Statement of Work. We anticipate completion of the Clerk Tab within twelve (12) weeks of contract execution. Because of our reliance on various County offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

TERM AND RENEWAL

The Clerk WebGIS Tab is a Web-based Service. This Web-based Service term is three (3) years in length with annual billable periods from July 1 – June 30 of the following year ("July 1 Term"). The Initial Term is either the first July 1 Term, or if the last date in the signature boxes below ("Effective Date") is within the July 1 Term, the Initial Term prorates from the Effective Date month to the end of the July 1 Term plus one more annual term. Upon the expiration of the Initial Term of this Web-based Service, such Web-based Service will automatically renew for additional successive renewal periods of a one (1) year term length, unless earlier terminated in accordance with the express termination rights set forth in this SOW, if any, and the Services Agreement, or unless either party provides the other party written notice of non-renewal prior to the end of the then-current Initial Term or renewal term for such Web-based Service.

Upon term renewal, gWorks may increase the Client's annual fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

COST AND PAYMENT TERMS

The following provides the total and detailed costs for the services and deliverables described in this proposal.

Implementation	Cost
Clerk/Election Commissioner's Tab	$5,500
Total Implementation Cost	**$5,500**

Annual Subscription Fee	Cost
Annual Clerk WebGIS Tab Subscription	$4,500
25% Multi-Tab Subscription Discount	$1,125
Total Annual Costs*	**$3,375**

*The subscription pricing below reflects our volume discount, which offers a 25% reduction in subscription costs for 4+ tabs or a 30% discount for all 8 Tabs, provided the County continues to subscribe to four or more Departmental Tabs (including the Assessor Tab). Should the total number of Tabs used by the County fall below four (4), the subscription costs for all remaining Tabs will revert to full price. This discount is contingent upon the Client subscribing to a fourth Tab. If they do not, the subscription will be the gross amount.

Fees for all one-time Implementation or Professional Onboarding and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Implementation or Professional Onboarding fees are due in full upon the Effective Date of this SOW.
- Annual fees are payable in full or prorated based on the calendar month on the execution of this SOW for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

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. Upon termination, Client shall pay gWorks for all Services performed and Deliverables delivered up to and including the date of termination. Any annual fees are nonrefundable. 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. 0286-029) as of the date first above written.

Agreed to and Accepted by:

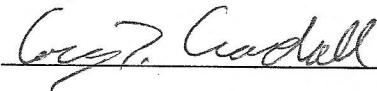**gWorks**

Sign: _____

By: _____Tyson Larson_____

Its: _____VP of Client Success_____

Date: ___09/03/21_____

Keith County NE

Sign: _____

By: ___Corey L. Crandall_____

Its: ___Board Chairman_____

Date: ___Sept. 8th '21_____