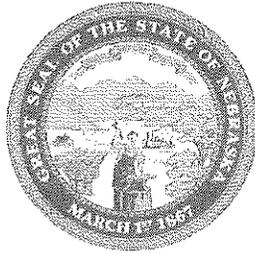
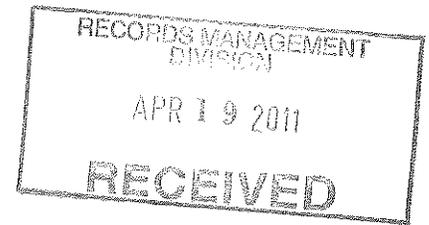


**Nebraska State
Records Board**
440 S 8th St Ste 210
Lincoln, NE 68508
(402) 471-2745



John A. Gale
Chairman



APPLICATION FOR STATE RECORDS BOARD GRANT TO IMPROVE ACCESS TO PUBLIC INFORMATION

The Nebraska State Records Board is sponsoring a grant program for Nebraska government agencies for the development of programs and technology to improve electronic access to state government information and services. Grants will be awarded for one time funding of small projects. No grant request shall exceed \$25,000.00. The grants may be used for the creation or enhancement of electronic access and delivery of government services and information, but not to fund ongoing operations. Nebraska government agencies wishing to apply for these grants may want to first contact Nebraska.gov to establish feasibility and scope of the project.

Applications received by April 20, 2011 will be considered for funding by the NE State Records Board at their meeting on July 20, 2011.

NOTE: Loss of Funding. The NE State Records Board may be unable to award grant funds, in whole or in part, in the event funding is no longer available.

Grant Criteria

Grant projects requesting funding must meet criteria #1-3.

1. Enhance the delivery of local government agency services and improve the public and business access to those services.
2. Meet the all applicable Nebraska Information Technology Commission Standards and Guidelines. State's technology access clause for providing equal access to services for persons with disabilities. A copy of the technology access clause is available at: <http://www.nitc.state.ne.us/standards/index.html> under 2. Accessibility Architecture.
3. If the project or service created or improved pursuant to the grant application involves the licensing, permitting or regulation of businesses, then the project or service must allow integration with the State of Nebraska's Business Portal at: <http://www.nebraska.gov/index.phtml?section=business>, and the One-Stop Online Business Registration System at: <http://www.nebraska.gov/osbr/cgi/domestic.cgi?/osbraapplication/init/init/None>.

In addition, the following criteria will be considered when reviewing applications:

- Does the project enhance the delivery of state/local government agency services and improve the public, government and business access to those services?
- Does the project reduce the amount of reliance on human capital, paper, and office overhead?
- Does the project span more than one office or agency?
- What is the size of the customer base for this service and the geographic impact?
- Is there financial and or in kind contribution from other partners?
- Is there documented community support for the project?

Responses are required to all questions in Parts I, II & III in order to be considered for funding:

Part I. Grant Summary

- 1. Name of agency applying for grant:** Keith County, Nebraska
- 2. Title of project:** County-wide GIS Implementation
- 3. Brief description of project:** Installing a GIS system in Keith County will not only make is accessible to the general public and various entities, it will also help all departments in the County by letting them access land record information easily and quickly.
- 4. Grant amount requested:** \$ 25,000
- 5. If the grant is to create an application, is the application to have a fee associated with its use for accessing public records, or is the application free for use by the public, businesses and other governmental agencies?**
No, no fee is associated with access.
If there is to be a fee, provide any statutory authorization for assessing the fee.
- 6. If the grant application is for a Geographic Information System project, do you and the agency you represent agree to share the data collected in that project, without costs, with other interested government agencies in the State that may have a need for such data?** Yes

Part II. Grant Detail

1. Please describe the project in detail, to include your vision for the project. (You may attach this description).

Keith County has chosen to install a Geographic Information System (GIS) that will be accessed through the internet on a specific website designed for Keith County.

Installing the GIS system in Keith County will assist in calculating valuations based on the GIS data. It will assist in simplifying more current and precise parcel information for assessments and land valuation. It will also help the Assessor in calculating soil and land class acreage and values for agricultural parcel in Keith County, while allowing them to expedite the process for property splits and measurements through the GIS program.

Upon installing GIS in Keith County will also be helpful to other entities in the Courthouse. The Clerk's Office will be able to field inquiries for information; the Treasurer's Office will be able to use it for tax inquiries. The Weeds department will use it for determining property owners and property location for spraying noxious weeds and issuing notices to landowners. The County Election Office will better determine exact voter precinct maps.

The Keith County Sheriff's Office has GIS based dispatch technology. Installing the system in the Assessor's Office will assist dispatch in determining exact locations for 911 calls and emergencies. It will also benefit our Fire Departments and Ambulance Departments to aid in their quick response to emergencies.

The GIS System will be generated and maintained by GIS Workshop, Inc. servers, and will give public access to the assessment data base by property owner, address, and parcel ID numbers. If the above are unknown, there will also be an option available for the user to manually select a parcel and from the view the data connected to obtain their information.

The Keith County Assessor feels that this system will be useful and a time saver for the County, by being available on the Internet it enables the general public to access this information at any time.

2. Please describe who the beneficiary or recipient of this service will be.

Keith County Offices of Assessor, Clerk, Treasurer, Election, Sheriff, Flood Plain administrator, Emergency Manager, The Keith County Roads and Weed Department will benefit from this program. Property owners, Banks, Insurance Companies, Appraisers, Realtors and the Villages of Keith County will have access to the property assessment and valuation information at no extra cost to them. Efficiencies realized from 24/7 access will result in increased productivity and cost savings within the County Departments.

3. What is the projected activity for access or use of the proposed service?

The WebGIS is internet-based so access will be available to the general public via a web address. Sensitive data, such as the Sheriff department may want to have available to their team but not the general public, is able to be password protected so that departmental staff may access even though public access may need to be limited. Keith County Offices of Assessor, Clerk, Treasurer, Election, Sheriff, Flood Plain administrator and Emergency Manager, Property owners, Banks, Insurance Companies, Appraisers, Realtors and the Villages of Keith County will have access to the property assessment and valuation information at no cost to them. The public will be notified of the WebGIS site by mailings, newspaper notices/press releases and informing people in person at the County Offices.

4. Timeline for implementation of the project (a specific completion date (MM/YYYY) must be provided). Grant funds may lapse if not expended prior to completion date.
Dec 15 2011

5. Please specify in detail your, or any other Subdivision(s) contribution to the project (financial, labor, equipment etc.). Provide specific dollar amounts.

Keith County Assessor and Clerk Offices will be assisting in compiling information, data entry and maintaining current data to assure all information is correct and up to date. The Surveyor will also be contributing data as the project progresses. GIS Workshop will be compiling data, scanning cadastral maps, designing and building the GIS. Keith County assessor staff will participate in GIS training provided by an approved Esri trainer from GIS Workshop, Inc.

6. Is other funding available for this project (explain)? Please explain what efforts your agency has made to obtain funding.

No other funding is available. The assessor did contact Central Nebraska Development District in Ogallala regarding the availability of funding sources and they were not aware of other sources.

7. Does the project require additional statutory authority (explain)?

No

8. Specify (in detail) what the grant money will be used for. Include a complete cost breakdown of the project. Please attach bids from vendors (if applicable) and describe the relationship, if any, between a vendor and you or your agency.

We have contracted with vendor GIS Workshop, Inc. to develop a GIS for Keith County and an overview of the project is shown below (proposal information is available upon request). The contract is for development of a GIS for Keith County, updating of the GIS and development of a WebGIS site for the County, which will make information available 24/7. The total amount of grant money awarded to Keith County will be used to defray the following initial GIS development expense.

Development of Assessor GIS by GIS Workshop, Inc	\$65,000
--	----------

9. Why the grant money is needed for the project, and, if applicable, how will the service be sustained once the grant money is expended?

The grant money is needed to allow the public access to important County information and to increase efficiency in the future. Keith County will agree to maintain the program and any fees that go along with it to keep the system up and running for future years through budgeting of this County-wide GIS project and by making it a priority.

10. Should available fund not allow the NSRB to grant the full amount requested, but a reduced amount, would this project still be financially feasible?

The full amount will be necessary to initially defray the cost to Keith County of implementing the GIS. The County fully anticipates being able to fully meet annual maintenance costs of the GIS after it is implemented.

11. Please describe how this project will enhance the delivery of government agency services and improve the public and/or business access to those services.

The GIS System will enhance the ability to retrieve up-to-date information faster and more efficiently via a web-based application. It will give the ability to access taxation information, soil information, mapping ability, not only to the public but also to County Offices and the many different entities that we correspond with daily.

12. Please describe how this project will improve the efficiency of agency operations.

The program will better serve the public with the ability to acquire information in a timely manner. The office staff will realize significant time savings which will provide us the time needed to do office work without the time spent on telephone calls, receiving parcel information, retrieving information and then faxing, printing or mailing the information to the many entities. Cost savings will occur as a result of these efficiencies.

13. Please describe how this project will facilitate collaboration between either local, state, federal and/or other public or private institutions.

This program will allow for faster service among the offices of the Assessor, Clerk, Treasurer, Sheriff, Emergency Manager, Road and the Planning and Zoning Manager. There are also other agencies which will benefit from this program such as the public the Villages of Keith County, Public Schools, Fire and Ambulance Services, and the many entities that we serve.

14. Does the project involve the licensing, permitting or regulation of business? If yes, explain how the project or service will allow integration with the State of Nebraska's Business Portal, located at:

<http://www.nebraska.gov/index.phtml?section=business>, and the One-Stop Online Business registration system located at: <https://www.nebraska.gov/osbr/index.cgi>

No. This is not applicable.

15. Community Support. Please include letters of support to document the public expression that has caused you to implement this application.

Part III. Technical Information

1. Describe the hardware, software, and communications needed for this project and explain why these choices were made.

The construction of the Website is included in the fee with GIS Workshop. Keith County will purchase the additional years of maintenance fees, which will include unlimited maintenance, which will continue to keep this program current, and to continue to be beneficial.

Access to the data from the GIS program will be throughout the Internet. For persons that do not have Internet access, the Public Library supplies several computers for this service at no charge.

Keith County believes that this program is necessary to keep the public up to date and informed and to increase efficiency across all departments.

2. Address any technical issues with the proposed technology including:

- **Conformity with general accepted industry standards. Projects which interface with other state systems (such as distance learning systems) must meet NITC technical standards and guidelines. (The NITC standards and guidelines are located at: <http://www.nitc.state.ne.us/standards/>).**
- **Compatibility with existing institutional and/or statewide infrastructure.**
- **Reliability, security and scalability (future needs for growth or adaptation).**

The GIS system will interface with either/both the Terrascan (currently in use) and Tyler (future use) database systems in use in Keith County today (and in use for appraisal/tax accounting systems in nearly every county in Nebraska).

The proposed software/technology is Esri based. This is the industry standard GIS technology in Nebraska today.

Our vendor, GIS Workshop, Inc. has stated to us (informally) that any systems or data they construct meets all the applicable NITC and FGDC standards for GIS data and metadata.

3. Describe how the project will comply with the State's Technology Access Clause: meet all applicable Nebraska Information Technology Commission Standards and Guidelines. A copy of the Standards are available at: <http://www.nitc.state.ne.us/standards/index.html>. under 2. Accessibility Architecture.

The WebGIS for Keith County will be built and designed by GIS Workshop, with adherence to standards established by the State of Nebraska. The digital map database has been developed using the Nebraska State Plane Coordinate System, NAD83 as per State/NITC guidelines. The system will comply with any other applicable NITC items.

4. Describe how technical support will be provided.

GIS Workshop will edit and maintain the GIS data on our redundant servers. Keith County will be responsible for sending parcel splits and land use changes to GIS Workshop. GIS Workshop will download a copy of the Terrascan (or Tyler) data file every 24 hours to ensure that these data are up-to-date on the GIS Workshop server. They have a dedicated technical support staff that is available at any time during business hours to service Keith County's needs.

Part IV. STATE LAW COMPLIANCE

Nebraska law, sections 4-108 through 4-114 state that no political subdivision of the State shall provide public benefits, to include grants or contracts, to a person not lawfully present in the United States. If this application is awarded in whole or in part, and during the time the grant is in effect, the undersigned, on behalf of the political subdivision grant applicant, by signing this grant application, affirmatively states and acknowledges that the political subdivision will comply with this law.

Part V. CONTACT INFORMATION & SIGNATURE

Contact person, and title, for any questions regarding this application:

Sandy Olson
Printed Name

Keith County Clerk
Title

Phone # 308-284-8045 **E-mail** solson@keithcountyne.gov

Physical Address:

511 North Spruce Room 100
Ogallala, Ne 69153

I, the Authorized Representative of Keith County, certify to the Nebraska State Records Board that the applicant/agency has the necessary authority to undertake the proposed project, will comply with Affirmative Action requirements and provide a drug free workplace environment.

Signed this day of April, 2011

C. W. Balthell - Chum Co. Bd.
Agency Director

Please return completed application to:

**Executive Director
Nebraska State Records Board
440 South 8th Street, Suite 210
Lincoln, NE 68508-2294
(402) 471-2745
(402) 471-2406 (fax)**

Board Staff use only, do not fill in below this line	
Grant Request Number: _____	Date Request Received: _____
Grant Amt Requested: _____	Grant Request Score: _____
Technical Comm. Recommendation: _____	
Grant Disposition: _____	Date of Mtg Minutes: _____

(Last updated 02/07/2011)



OFFICE OF THE

KEITH COUNTY ATTORNEY

RANDY FAIR
Keith County Attorney

121 West 3rd Street, P.O. Box 29
Ogallala, Nebraska 69153
308-284-2091
Fax 308-284-0886

GEORGE M. ZEILINGER
Deputy Keith County Attorney

RE: Grant for Keith County GIS System

To Whom It May Concern:

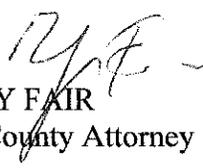
My name is Randy Fair and I am the County Attorney here in Ogallala, Keith County, Nebraska.

I would lend my full support to the installation of a Geographic Information System here in Keith County for the following reasons:

1. Having this information readily available would allow the convenience of the general public to access the information at any time of the day from their computer.
2. There are so many county offices and departments that would benefit and increase collaboration from this system which include the Assessor, Clerk, Treasurer, Emergency Manager, Sheriff, Zoning, Department of Roads, Weeds, Flood Plain Administrator and Surveyor. This would allow each entity to better serve the public by providing the information in a timely manner and saving time in office productivity and efficiency.
3. Other entities that would benefit would be Property Owners, Banks, Insurance Companies, Appraisers, Realtors, Schools, Villages of Keith County, Fire and Ambulance Services.

Having Keith County information available on-line would greatly improve the efficiency of agency operations as well as providing a much needed service to the general public in Keith County, Nebraska.

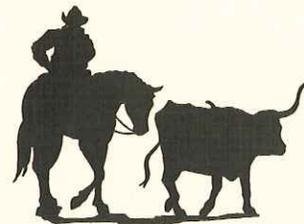
Best Wishes,


RANDY FAIR
Keith County Attorney

RF/tmd

City of Ogallala

411 East 2nd Street
Ogallala, NE 69153
Phone 308-284-6001
City Fax 308-284-6565



April 4, 2011

Cheryl Schiel
Assessment Manager for Keith County
511 North Spruce St.
Ogallala, NE 69153

Dear Cheryl

My name is Travis Haggard and I am the Economic Development Coordinator for the City of Ogallala. As the Economic Development Coordinator there are often times I need the county information in the evenings or on weekends. By having the information available 24 hours a day, 7 days a week; it would certainly expedite the process of completing RFP (Request For Proposals) for new business and assisting current businesses plan for their own expansions.

I lend my full support to this project and feel it will help numerous organizations that I work with in my profession. I know personally I would be more efficient and it would save me both time and money when the need arises to gather this data during non-traditional business hours.

Respectfully submitted,

A handwritten signature in black ink that reads "Travis Haggard".

Travis Haggard
Economic Development Coordinator
City of Ogallala
411 East 2nd
Ogallala, NE 69153



Luhrs Real Estate and Appraisals®

*Thomas M. Luhrs, ARA, MAI
Nebraska Real Estate Broker
Certified General Appraiser
Nebraska and Colorado*

*126 Yucca Drive
P.O. Box 759
Imperial, Nebraska 69033
Ph. 308-882-5917*

*Gordon O. Luhrs, ARA
1928 - 2008*

April 11, 2011

Mrs. Cheryl Schiel
Assessment Manager for Keith County
511 North Spruce Street
Ogallala, NE 69153

REF: GIS System

Dear Cheryl:

It has come to my attention that Keith County is seeking a grant to assist in the funding of a new GIS system. It would be advantageous for all people who rely on Keith County information to have it readily accessible on-line. With this advanced technology, users could access information 24/7 and provide faster service to customers more efficiently at a reduced cost. In addition, it would save Keith County employees manual labor, time and expense of providing these services.

As a professional real estate appraiser and a constant user of Keith County information, I strongly support the efforts of Keith County pursuing this grant to obtain the GIS system.

Sincerely,



Tom Luhrs, ARA, MAI, CMEA
Luhrs Real Estate & Appraisals
PO Box 759
Imperial, NE 69033
308-882-5917





Cobb Realty, Inc.



319 E. "A" St.
Ogallala, NE 69153

4/8/11

Kurt Schiel

My name is Lynn C Davis and I am a Realestate Broker here in Ogallala, NE. Having Keith County information available to me on-line will assist me by allowing me to save time by not having to call/go to the courthouse OR allow me to provide faster service to my customers by having important information available 24/7, etc, etc).

I lend my full support to this project and feel it will increase collaboration within our County OR allow us to be more productive /efficient/save money etc, etc).

Regards


Lynn C Davis

Real-estate Broker

Cobb Realty Inc.

Ogallala NE

Cheryl:

I am a farmer in Keith County.

I'm writing concerning the GIS that the county is considering getting. Having watched the presentations given concerning this new technology I feel this technology would be very beneficial to both myself and other taxpayers.

Making information available online can save people a lot of time and travel (since I won't have to go to the courthouse to get copies.

It also lets me make assessments based on these maps.

I support this GIS project. It is money well spent.

Thanks for your time and consideration.

Sincerely,


Tom Kalkowski

308 289 0921

tkalkow@charter.net

**Supplemental Questionnaire for State Funded Entities on
Land Record Information and Mapping-Related Grant Applications**
Numbers refer to specific NITC Land Record Information and Mapping Standards

For a complete listing of these standards and guidelines please see:

http://nitc.nebraska.gov/gisc/docs/LRMS_20060127.pdf

- 1.1 Datum.** Local government multipurpose GIS/LIS (Geographic Information System/Land Information System) and their associated geospatial data layers should be based on the North American Datum (NAD) 83 and the North American Vertical Datum (NAVD) 88. Any existing systems developed based on other datums should consider conversion to these datum.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: All GIS data that are constructed or converted as part of this project will use the specified datums.

- 1.2 Projection.** The Nebraska Plane Coordinate System, NAD 83, should be used as the primary map projection system for the recording of positions in local land-data systems in Nebraska. Selection of any other projection should be done reluctantly and only after most careful consideration. The plane coordinate values for a point on the earth's surface may be expressed in either meters or feet.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: All GIS data that are constructed or converted as part of this project will use the specified projection.

- 1.3 Geodetic Control.** GIS/LIS systems developed with the goal of providing a multipurpose cadastre for local government use should be referenced to a local geodetic reference framework that is properly connected to the National Spatial Reference System (NSRS).

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The GIS data will reference the available geodetic control in the project area as gathered from the NE State Surveyor and/or county/local surveyor.

1.4 Public Land Survey System Control.

- 1.4.1 PLSS Geodetic Framework.** For all land in Nebraska that is subdivided according to the Public Land Survey System (PLSS), the geodetic reference framework for the cadastre should be the section corners of the PLSS for each section.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: All applicable GIS data (cadastre based data) will reference and fit within the NE PLSS.

- 1.4.2 Locate, Monument, and GPS Primary Corners.** At a minimum, local government entities developing a geospatial land information system should initially invest in a precision Global Positioning System (GPS) survey to locate, re-monument as necessary, and obtain the geographic coordinates of the major boundary defining corners that legally define the boundaries of their county jurisdiction(s). These precision GPS survey coordinates for the boundary defining corners should be collected and integrated as framework data into the land information system. This effort should be coordinated with officials from the adjacent county (ies) to ensure agreement on the location of the shared corners.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The project will utilize all available GPS based momumentation from NDOR, NE State Surveyor and the county surveyor.

- 1.5 PLSS Base Map.** Local governments considering the development of a multipurpose GIS, should consult with the Nebraska State Surveyor's Office to locate and access the best available data on the Public Land Survey System (PLSS) for their geographic area. To assist the State Surveyors Office in maintaining a repository of the best available PLSS data, local governments participating in the Nebraska Land Information System Program should share any enhanced PLSS data, for their geographic area, with the State Surveyors Office so that it might be integrated into the PLSS repository database.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The project will utilize all available PLSS data from the NE State Surveyor. Any new or reset PLSS momumentation/control will be supplied to the NE State Surveyor via the county/local surveyor.

- 1.6 Ortho-base (Aerial Layer) or Base Maps.** Both a Public Land Survey System base map and an orthophoto (surface features) base map should be used to provide the geospatial reference framework upon which a local government multipurpose land information system is developed. Both base maps should be tied to the National Spatial Reference System and have a level of spatial accuracy appropriate to the range of applications planned for a given area.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The project will utilize the NAIP/FSA imagery as the base imagery and provide the necessary tie to the National Spatial Reference System. By using these data, the project by default will be provided with the necessary level of spatial accuracy.

1.7 Map Scale and Spatial Accuracy.

1.7.1 Minimum Horizontal Accuracy Standard. Public entities developing a GIS/LIS program should conduct data collection and development in a manner to achieve at least the minimum level of horizontal spatial accuracy consistent with the National Horizontal Map Accuracy Standards corresponding to a 1:12,000 (1"= 1,000') scale map (90% of the "well defined" horizontal locations must be within ± 33.3 ft. of their real world location).

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The project will utilize the NAIP/FSA imagery as the source base map. These data meet or exceed the stated accuracy requirements, thus the GIS data constructed using these based map data will meet or exceed these stated minimums.

1.8 Legal Lot and Parcel Layers. Two graphic data layers are necessary to provide the foundation for a wide variety of local government GIS/LIS applications that involve land subdivision and/or ownership.

a). The legal lot layer consisting of legal land subdivisions. These are aliquot portions of the PLSS, filed subdivision plats and irregular tracts defined by filed deeds.

b). The parcel layer that defines ownership tracts of land. These tracts may group multiple legal lots into one taxable account and that typically represents the boundaries of a landowner's property. These data layers include locational coordinates for points representing property corners, lines between property corners representing property boundaries and closed polygons representing the property area.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: Where the source data exists, both layers will be constructed, if applicable to the project.

1.9 Parcel Identifiers.

a). Each county/region should adopt a system of unique, permanent feature identifiers (PID) that provide the link between each graphic land ownership parcel polygon and the attribute information (ownership, size, situs address, value, etc.) related to that specific land ownership property parcel.

b). A county/region PID system must be designed in a manner such that a unique, statewide PID can be defined and maintained for each property parcel by using the county FIPS code (Federal Information Processing Standards Publications) as a prefix to the county/region's PID system.

c). To maintain this unique one-to-one association between a specific property parcel and its related attribution information, new PIDs should be assigned whenever a property parcel is altered by either splitting it into two or more parcels or by combining two or more parcels to form a new parcel. The previous PIDs should not be used for these new modified parcels, but the historical PID associations should be maintained through a parent/child PID reference table.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The PID system currently in use in the project area meets all three requirements.

1.10 Spatial Data Format. A broad range of state and regional applications require property parcel information. Many of these applications require the combining of data across jurisdictional boundaries. To facilitate these applications, the property parcel spatial (graphic) data should be either maintained in a manner that allows it to be readily integrated in a common geographic data format (i.e., shapefile) or be capable of being exported into a common geographic data format (i.e., shapefile), while including the parcel identifiers.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: The data will be maintained in a common format (ESRI geodatabase or shapefile). Both these formats are Open GIS Consortium (OGC) compatible.

Data Sharing-Data Integration. A major focus of the State Records Board grant program is enhancing access to public records. Not only the general public, but also other public agencies benefit from facilitating access to public records. As noted in the NITC standard above there are numerous applications for which substantial benefits can be derived by integrating data across jurisdictional boundaries. Please describe whether your agency would be willing to share periodic updates of GIS-enabled property parcel data, such that other agencies might integrate that data into statewide or regional datasets to provide a resource for public agencies and the general public and any restrictions that you anticipate might apply. *(Note: this is not a current NITC standard, but is an interest of the State Records Board)*

100% compliance: Yes, these data may be shared.

1.11 Metadata. All geospatial land record databases, and their associated attribute databases should be documented with Federal Geographic Data Committee (FGDC) compliant metadata outlining how the data was derived, attribute field definitions and values, map projections, appropriate map scale, contact information, access and use restrictions, etc.

Please describe how you would comply with this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: FGDC compliant metadata will be created as part of the project.

1.12 Attribute Data. To provide the foundation necessary for a wide variety of local government applications, non-graphic, attribute data should be organized within the GIS/LIS, which describes individual property parcels relative to their basic parcel characteristics, tenure, value, history, buildings and units within the parcel, and tax status. In most cases, much of this attribute data will already exist in separate databases within a variety of local agencies and should be tied to the graphic property parcel via the unique PID. To meet a range of state and regional applications that require property parcel information, the following types of property parcel data should be maintained (for every property parcel?) and (be) available in a manner that allows it to be harvested, translated, and integrated into a statewide property parcel attribute dataset.

PID# Parcel identifier (county FIPS code plus local government PID)
 Situs Address Address of parcel (may be multiple fields)
 Owner Address Address of property owner (may be multiple fields)
 Township Township #
 Section Section #
 Range Range #
 Range Direction East or West
 Legal Description Narrative legal description of parcel
 Assessed Value Total assessed value of property (land and improvements)
 Land Value Assessed value of land
 Area (Deeded) Area of parcel according to the deed
 Property Class (Res, Ag, Com, Rec., Ind.)
 Property Sub-class i.e., Ag (Dryland, Irrigated, Grassland/Pasture, Waste)
 Ownership type Federal, State, County, Private, Tribal, Exempt, Other and Unknown
 Tax District County ID plus Tax Dist. #
 School District State number definition
 Landuse Actual landuse with NPAT defined general categories
 Property Parcel Type ... NPAT defined categories
 Status (Vacant, Improved or Improved only) (NPAT defined)
 Location (Urban, Sub-urban, Rural)(NPAT defined)
 City Size 1st class, 2nd class, primary, metro, or village
 Source Document Sales/transfer reference or document (book & page)
 Recording Date Most recent sales/transfer date
 Sales Value Most recent sales value

Please describe how you would comply would this standard if you are awarded a Nebraska State Records Board grant.

100% compliance: These data are already maintained and will continue to be maintained and may be readily "harvested" from the CAMA/Administrative database.

Collaboration. In most instances, the development of a local government GIS system and the related geospatial data involves a fairly costly initial upfront investment. These costs are frequently offset by the benefits gained through coordination and collaboration that an integrated GIS can bring to local government and related public entities. For example, with property parcel data and maps the County Register of Deeds, the County Surveyor, and the County Assessor all frequently maintain and make changes to aspects of this data and the data is also commonly used by local public safety agencies, local emergency responders, local transportation agencies and state agencies such as the Dept. of Revenue, Dept. of Roads, and Game and Parks Commission. Please describe the level and nature of any multi-agency/department involvement in the planning and proposed management of your proposed GIS system.

Numerous departments (Sheriff, Planning/Zoning, Roads, etc) have expressed interest in collaborating and building upon using GIS technology to enhance their service provision to the public. Some local jurisdictions have also expressed interest in collaborating and building upon the base mapping this project will create. We feel that this project will kick start GIS within this region and really provide the basis for better and more efficient collaboration between departments and agencies moving forward.



Keith County, NE

**Scope of Work
for Aerial Imagery**

February 7, 2011

Job 0286-003, ver. 1.0

GIS Workshop, Inc.
4949 NW 1st St, Suite 1
Lincoln, NE 68521
TEL: 402-436-2150
FAX: 402-436-2152

www.gisworkshop.com



Quality Control Procedures	2
Examples of Vendors Recent Experience	2
Technical Approach	3
<i>Imagery Capture.....</i>	3
<i>Flight Plan/Path Recording Using GPS Technology</i>	3
<i>Photographic Technology.....</i>	4
<i>Customer After-Sale Support.....</i>	4
Deliverables and Proposed Costs.....	4
Time Frame: Date of Commencement/Project Schedule	4

Quality Control Procedures

Each digital image will be manually inspected for blur, brightness, contrast and color saturation. Any photos not reaching our standards will be rejected and re-flown. Any photos not reaching the standards of our client will be re-flown.

Examples of Vendors Recent Experience

The following shows an example of digital aerial imagery from Kearney County in Nebraska. The image is not even shown at full resolution, yet the clarity and quality are excellent. The photos supplied as part of this project may be blown up to 8.5 x 11 size with no loss of quality.



GIS Workshop has flown GIS integrated rural improvement photography for over 15 Nebraska counties. In all cases, the digital data were delivered ready to use in their GIS, with no need to sort through imagery.

Each location where a picture was captured shows up as a point in the GIS layer. You simply click on the point in the GIS and the picture will appear. There is no need for you to sort through the pictures trying to locate them in the county.

We usually take multiple pictures per improvement. Each picture is represented with a point in the GIS layer.

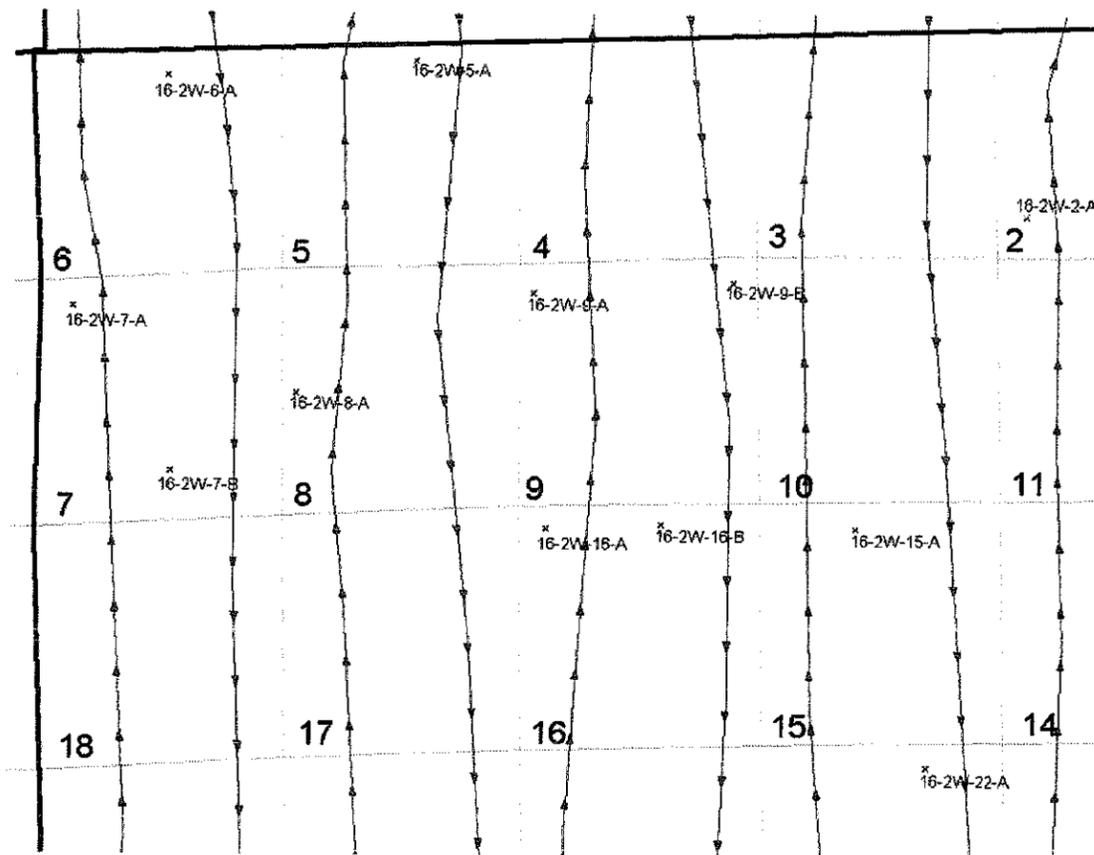
Technical Approach

Imagery Capture

GIS Workshop will capture the imagery at an appropriate elevation, with regards to safety.

Flight Plan/Path Recording Using GPS Technology

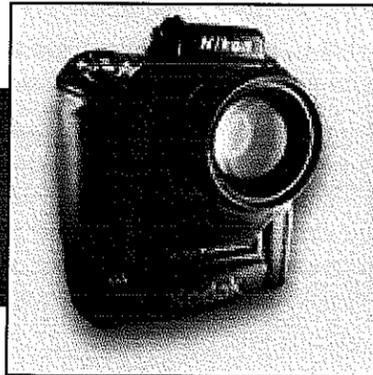
GIS Workshop leases its own aircraft for oblique aerial imagery collection. We employ a GPS tracking device that enables us to plot our exact track via a Geographic Information System and capture the GPS location of every single frame photographed. By coupling the digital camera to the GPS, we completely negate the possibility of misplacing a frame in the wrong place in the county.



The figure above shows an example of the aircraft GPS track and GPS point of every photo frame supplied as part of the deliverables. The client can choose to receive these data in a GIS format and incorporate the aircraft track and imagery capture points into their Geographic Information System. The thick black lines denote the township boundaries. The thin gray lines denote the section lines. The black numbers show the section number. The red arrowed lines show the actual aircraft track flown. The blue crosses denote the position of the improvement in the section. The user will be able to click on a point, and retrieve the digital image associated with that point.

Photographic Technology

GIS Workshop utilizes the latest digital technologies that exceed picture quality and control from any film based camera. Digital technology allows us to record the exact location of the photograph using a GPS (Global Positioning System) coupled to the camera.



GIS Workshop, Inc. uses a camera system that is capable of high resolution imagery, enabling the Client to pick out the smallest details on buildings and lots

Customer After-Sale Support

GIS Workshop will fly any re-fly any photograph rejected by the county for any reason up to 3 months after delivery at no cost to the county, weather permitting.

Deliverables and Proposed Costs

Project Products and Services: Deliverables

- a. Digital oblique aerial images of all rural improvements on CD-R for incorporation into GIS in Enterprise Geodatabase format. Keith County estimates 918 rural improved parcels

NOTE:

An opportunity for discounted pricing exists: Neighboring Chase and Perkins Counties are also interested in having aerials flown. The following applies for a combined flight schedule which would be a cost savings to fly:

- a) Keith County NE cost if all 3 counties contract with GISW.
- b) Keith County NE cost if Keith and one other of either Chase or Perkins counties contracts with GISW for imagery.
- c) Keith County NE cost if they alone contract with GISW for imagery.

Cost (\$)

- a) \$10,000
- b) \$12,000
- c) \$14,000

Time Frame: Date of Commencement/Project Schedule

The GIS Workshop team will be ready to start the Keith County GIS project in Fall 2011 (beginning of leaf-off season).

GIS Workshop prides itself on providing a superior level of service encompassing accuracy and timeliness in product delivery. GIS Workshop provides a simple guarantee to all clients: Products will be delivered on time per our agreed contract.



AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

This Agreement is for limited professional consulting services (hereinafter referred to as "Agreement") to be provided by GIS WORKSHOP, INC. (hereinafter referred to as "GISW") for Keith County NE (hereinafter referred to as "CLIENT") as indicated below on the date set forth below.

Article 1 – Scope of Services

- 1.1 **Personnel:** GISW will rely upon various employees and consultants to work on CLIENT's project. Hourly rates, costs and/or fees are set forth in the attached Exhibit A: Scope of Work, Version 1.0 (hereinafter referred to as "SOW").
- 1.2 **General Services Provided:** GISW will compile the necessary documentation and coordinate with appropriate parties to provide the products/services as specifically described in the attached SOW.
- 1.3 **Relationship of Parties:** GISW provides CLIENT services as an "independent contractor" and nothing in the Agreement shall be construed to create a relationship of employer/employee or a partnership.
- 1.4 **Client:** CLIENT includes any entity that controls, is controlled by, or is under common control with Client.
- 1.5 **Data:** Except for data that CLIENT obtains directly from a third party for GISW to use in providing products/services to CLIENT, GISW hereby grants to CLIENT perpetual and unrestricted ownership of any data ("Data") that GISW uses to provide the products/services described in the attached SOW, to CLIENT.
- 1.6 **Work Product:** The parties hereby agree that the work product resulting from the services performed by GISW pursuant to the terms of this Agreement shall be the sole and exclusive property of CLIENT, and GISW hereby assigns the same to CLIENT.

Article 2 – Fee Arrangement

- 2.1 **Professional Fees and Costs:** Professional fees will be charged as set forth in the SOW. No additional fees shall be charged without written consent from the CLIENT.
- 2.2 **Terms of Payment:** GISW will charge for the services performed as outlined in the SOW. All invoices are payable immediately upon receipt. An interest charge of 2% per month shall be added to all invoice amounts not paid within 30 days of the date of such Invoice.

In the event an invoice is not paid within 30 days of receipt, GISW reserves the right to require a deposit. This deposit shall be paid immediately upon request by GISW in addition to any outstanding fees due and shall be retained by GISW through completion of its services on the project.

In its sole discretion, GISW shall suspend all work on the project until payment of fees and the deposit described above is made to GISW. CLIENT hereby agrees to hold GISW harmless from all liability, including, but not limited to, all expenses, lost profits, etc., which may arise as a result of suspension of work due to your non-payment of fees.

Article 3 – Special Terms and Conditions

- 3.1 **Project Coordination:** GISW will rely upon CLIENT to perform and satisfy certain conditions, including such following special conditions as may be necessary:
 - (a) CLIENT's designated project officer and/or representative shall closely coordinate with GISW regarding changes in CLIENT's project, scheduling, or unanticipated problems. Changes to the



proposed work effort of GISW will be authorized timely in writing.

- (b) CLIENT will promptly notify GISW in writing should any changes in conceptual designs, engineering specifications, or legal or physical control of the project change at any time.
- (c) CLIENT will provide GISW with all materials in your possession relevant to the services to be performed by GISW.
- (d) CLIENT will allow GISW to review and approve any document or work product, which uses or incorporates any portion of any work product produced by GISW before its release to any person(s) or entity. CLIENT further allows GISW to correct any CLIENT interpretation or representation of the technical content of the work produced by GISW.

3.2 Conditions as Necessary: In order for GISW to complete the SOW, CLIENT agrees to provide GISW with the following items, as initialed:

(a) _____ NA

3.3 Insurance: GISW maintains workers' compensation, employer's liability, and auto insurance in the amounts statutorily required by the State of Nebraska.

3.4 Dispute Resolution: To resolve any conflicts that arise during the provision of services on the project or following the completion of services, the CLIENT and GISW agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The CLIENT and GISW further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, or material-men so retained, thereby providing for mediation as the only method for dispute resolution between the parties to those agreements. In the event that the conflict cannot be resolved using mediation, the CLIENT and GISW agree to settle the conflict by arbitration in accordance with the rules of the American Arbitration Association under its Construction Industry Arbitration Rules in effect on the effective date of this Agreement, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article 4 – General Terms and Conditions

4.1 Disclaimer of Warranties: Limitation of Liability. GISW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY INFORMATION, DATA, OR OTHER INFORMATION THAT IS PROVIDED TO GISW FROM CLIENT THAT IS INCLUDED, UTILIZED, INCORPORATED, OR USED IN WHOLE OR IN PART IN GISW'S SOW. ANY OTHER WARRANTIES SHALL BE EXPRESSLY AGREED UPON BY THE PARTIES IN WRITING. GISW SHALL NOT BE LIABLE TO CLIENT FOR DAMAGES OF ANY KIND OR NATURE ALLEGEDLY SUFFERED BY CLIENT, INCLUDING BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY).

Article 5 – Miscellaneous

5.1 Governing Law: Although certain of the obligations set forth in this Agreement may, by necessity, be performed in states or countries beyond the State of Nebraska, this Agreement shall be in all respects interpreted, governed by, and construed in accordance with the laws of the State of Nebraska.

5.2 Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest



in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, provided however that upon notice to GISW, CLIENT may assign this Agreement to any subsidiary, affiliate under its control, or successor, or pursuant to any merger, consolidation or other reorganization without GISW's consent.

- 5.3 **Severability and Survival:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 5.4 **Amendment:** This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated Agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.
- 5.5 **Indemnification:** GISW agrees to indemnify and hold harmless CLIENT against any and all claims, losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees and expenses) arising out of or related to any claim that CLIENT's use or possession of Data, or the ownership of Data granted in this Agreement, infringes or violates the patent, copyright, trademark, service mark, trade secret or other proprietary right of any third party. Each party agrees to hold the other party free and harmless from any and all claims, and each party shall indemnify the other party for any claim arising from any negligent act or omission on the part of the such party or any other person or entity acting on such party's behalf.
- 5.6 **Entire Agreement:** This Agreement contains the entire agreement between GISW and CLIENT, superseding all prior and contemporaneous written or oral understandings between the parties. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by the parties hereto.
- 5.7 **Authorization:** The individual signing this Agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal. We agree to the terms and conditions set forth in this Agreement.

Article 6 – Amendments

- 6.1 **Intellectual Property:** Any existing intellectual property or intellectual property created solely as a result of this agreement belongs to GISW and may not be sold, leased, or licensed for use to anyone else without written permission from GISW.



CLIENT Contact Information:

Cheryl Schiel
Keith County NE
511 N Spruce
Ogallala NE 69153
TEL: 308-284-8045
FAX: n/a
EMAIL: Cheryl.schiel@nebraska.gov

By: C.W. Baltzell, chmn.
Authorized Signature

Printed Name: C.W. Baltzell

Date: 3-9-11

GISW Contact Information:

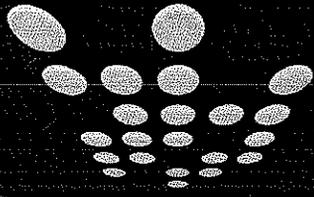
Mr. Marcus E. Tooze - President
GIS Workshop, Inc.
4949 NW 1st St, Suite 1
Lincoln, NE 68521
TEL: 402-436-2150
FAX: 402-436-2152
EMAIL: mtooze@gisworkshop.com

By: [Signature]
Marcus Tooze, President

Date: 3-9-11

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Federal Tax ID No.: 47-0820253
Exhibit A: Scope of Work, Version 1.0



GIS
Workshop

www.gisworkshop.com

VERSION 1.9

KEITH COUNTY

Proposal for GIS Services
Assessor GIS

February 28, 2011



Project No. 0286-004

402.436.2150
4949 NW 1st Street, Lincoln NE 68521
© 2010 GIS Workshop, Inc. All Rights Reserved

KEITH COUNTY

CONTENTS

THE GIS WORKSHOP DIFFERENCE 3

CLIENT SATISFACTION..... 4
DATABASE DEVELOPMENT AND INTEGRATION..... 4
TRAINING AND UNLIMITED SUPPORT..... 4
WEBGIS 4

PROJECT APPROACH 5

DATA DEVELOPMENT – BUILDING THE PARCEL GIS 5

REFINE PUBLIC LAND SURVEY SYSTEM DATASET 5
PAPER TO DIGITAL PARCEL BOUNDARY CONVERSION 5
ASSIGN PARCEL IDENTICAL NUMBER..... 5

DATA DEVELOPMENT - LAND USE LAYER CREATION 6

DATA DEVELOPMENT - SOILS LAYER..... 7
GIS DATA MAINTENANCE AND SUPPORT 8

GISW SPECIALIZED ASSESSOR GIS SOFTWARE TOOLS 8

TRAINING 11

PROJECT APPROACH - OPTIONAL ITEMS 11

TOWNS..... 11
INCORPORATE OBLIQUE PHOTOS (SEE SEPERATE PROPOSAL FOR DETAILS)..... 12
WEBGIS 12

GIS WORKSHOPS WEBGIS FEATURES..... 13

SCHEDULE 20

PROJECT COSTS 21

FINANCING OPTIONS 21

OPTIONAL PROJECT COSTS 22

GIS WORKSHOP REFERENCES 23

THE GIS WORKSHOP DIFFERENCE

GIS Workshop, Inc., (GISW) has been providing quality Assessment GIS data and analysis solutions to over 50 assessment offices in Nebraska for more than 12 years. GISW staff has over 75 years combined experience in GIS implementation and are extremely experienced in Nebraska assessment systems. GISW is the only GIS Company in Nebraska that can provide the automatic database linking and other tools necessary to build a complete assessment Geographic Information System (GIS) for Keith County to ensure compliance with Property Assessment Division (PAD) mandates. We are the only GIS Company recognized by the Nebraska Association of County Officials (NACO).

GISW is a full service GIS provider with a team of

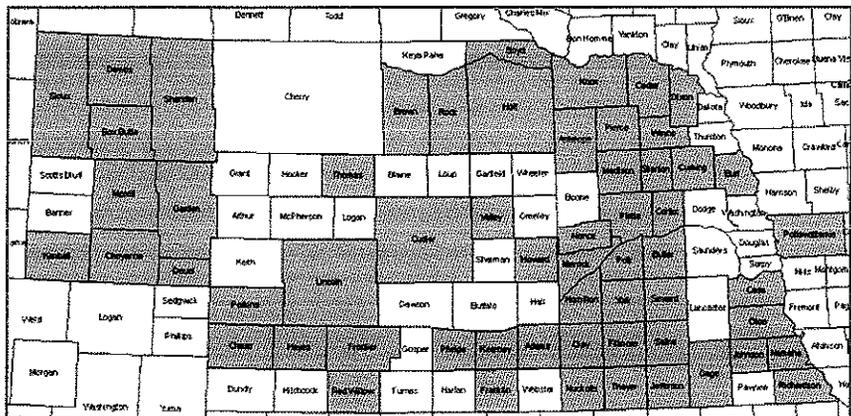


Figure 1: GISW is the most experienced Assessor GIS provider in the State

technicians ready to build

your GIS. We will develop your GIS database, train your staff to use GIS information in their day-to-day workflow, provide unlimited phone/online support and develop internet mapping, or WebGIS, sites to make GIS more accessible to all your departments, real estate professionals and your constituents. If you choose our optional WebGIS application your staff won't need any additional desktop software.

GISW specializes in developing GIS datasets and providing easy access to the data. Below is a list of key differentiators:

- WebGIS – our product gives everyone ‘Google-like’ access to GIS data. No one else offers web access!
- Costs – our costs are lower because our experience translates into efficiency
- Training – we provide upfront and ongoing training to ensure clients can make use of their investment
- Support staff – we have a long list of satisfied clients who can attest to our excellent support services. We have a dedicated team of technical support staff ready and waiting on the phone.
- Experience – we are the most experienced GIS company in the State and it shows in the quality of our products and services
- Software tools – we have customized tools we use internally to quickly perform routine operations such as land use calculation, survey data entry, aliquot part splits, etc.
- CAMA integration – we are the only company with tools to link directly into assessment databases such as Terrascan, MIPS, County Solutions and Tyler
- Complete package – we offer a turnkey solution including data conversion, data development data maintenance and the products to make the data accessible to everyone

KEITH COUNTY

GIS Workshop, Inc. is the most experienced Assessment GIS provider in the State. We will become an extension of your staff. Our extensive expertise together with our specialized tools helps us provide superior products and services.

CLIENT SATISFACTION

We invite you to contact any of our clients (listed at the end of this proposal) and hope you do the same for anyone else bidding on this project. Please ask our clients about our support staff, training services, how they use GIS on a day-to-day basis, do they use desktop or WebGIS, did GIS help with the recent soil conversion mandate, flexible payment options, oblique photos, etc. We are confident that you will hear our level of service is second-to-none.

DATABASE DEVELOPMENT AND INTEGRATION

GISW will do all the database development for Keith County. We will rely on the Assessment staff for their local knowledge and our staff will do all the GIS development. GISW has developed a suite of desktop GIS tools that communicate with your assessment database and help us develop databases more efficiently than our competitors. **As an Esri (the leader in GIS technology) Gold Business Partner we know GIS better than anyone in the State.**

Once the GIS database is ready we will integrate the GIS data into your existing system. **We not only build the databases but we help you learn how to make them useful to you.** With our online meeting technology Keith County staff can visit with our technical staff at any point to provide guidance or to view project progress from the comfort of your own office.

TRAINING AND UNLIMITED SUPPORT

GISW staff members specialize in training assessment staff to effectively utilize GIS in their day-to-day workflow. We have four technicians dedicated to answering support calls and we strive to answer client questions immediately. **With GISW you will not have to wait for someone to return your support call. Our unlimited support agreements give you the peace of mind that you will never have to struggle with using GIS.**

WEBGIS

GISW technology greatly increases the value of your GIS investment. We provide true GIS mapping, not just a database of derived information. Our WebGIS product makes your data available throughout the county without the need for expensive training and desktop software. County staff, real estate professionals and Keith County residents have 24/7 access to assessment information. Easy access to data is great for economic development and reduces phone calls for assessment staff.

PROJECT APPROACH

The power of Geographic Information Systems (GIS) lies in the ability to overlay various datasets and perform complex analysis within a simple user interface. GIS Workshop specializes not only in building systems, but more importantly, helping clients leverage their investment to perform standardized, accurate assessment with limited staffing. Our training and support technicians provide proven results and our WebGIS site gives your constituents access to all their assessment information 24 hours a day.

Keith County recognizes the value of implementing a GIS for analysis and record keeping in the Assessor's Office. **GIS helps provide equitable and accurate assessment across the entire county.** When State statute requires assessment changes, such as the recent NRCS soil conversion, GIS can automate the process of making universal changes to all parcels in the county. A county-wide soil conversion can be accomplished in a day with GIS and would take months to accomplish accurately with paper maps.

GISW will build the Keith County GIS by:

- Converting the cadastral maps to a GIS layer
- Attributing Parcel Identification Number for each Parcel
- Developing a comprehensive land use layer
- Incorporating soil survey data
- Performing the analysis and conversion from old NRCS data to new soils data (this analysis would take months to do manually but the GIS can automatically calculate the changes!)

DATA DEVELOPMENT – BUILDING THE PARCEL GIS

REFINE PUBLIC LAND SURVEY SYSTEM DATASET

GISW will utilize all GPS corner control that the Surveyor provides. The system is constructed to incorporate new corner and quarter control the Surveyor may collect in the future. Incorporation of new survey control into the GIS over time will gradually “tighten” the accuracy of the GIS. The base dataset will utilize the Nebraska State Plane Coordinate System [NESPCS], NAD83 coordinate system (note: the Nebraska GIS Steering Committee and Nebraska State Surveyor recommend that counties use the NESPC system for assessment GIS).

PAPER TO DIGITAL PARCEL BOUNDARY CONVERSION

GISW will collect and scan the rural assessment cadastral maps from Keith County. The cadastral maps together with the best available information will be used to draw the parcel layer based on the data layer described above. An example of this process can be seen in Figure 2 below.

ASSIGN PARCEL IDENTICAL NUMBER

After extracting the property boundaries from the scanned cadastral maps to create the digital parcel layer, GISW will populate the Parcel Identification Number for each parcel.

KEITH COUNTY

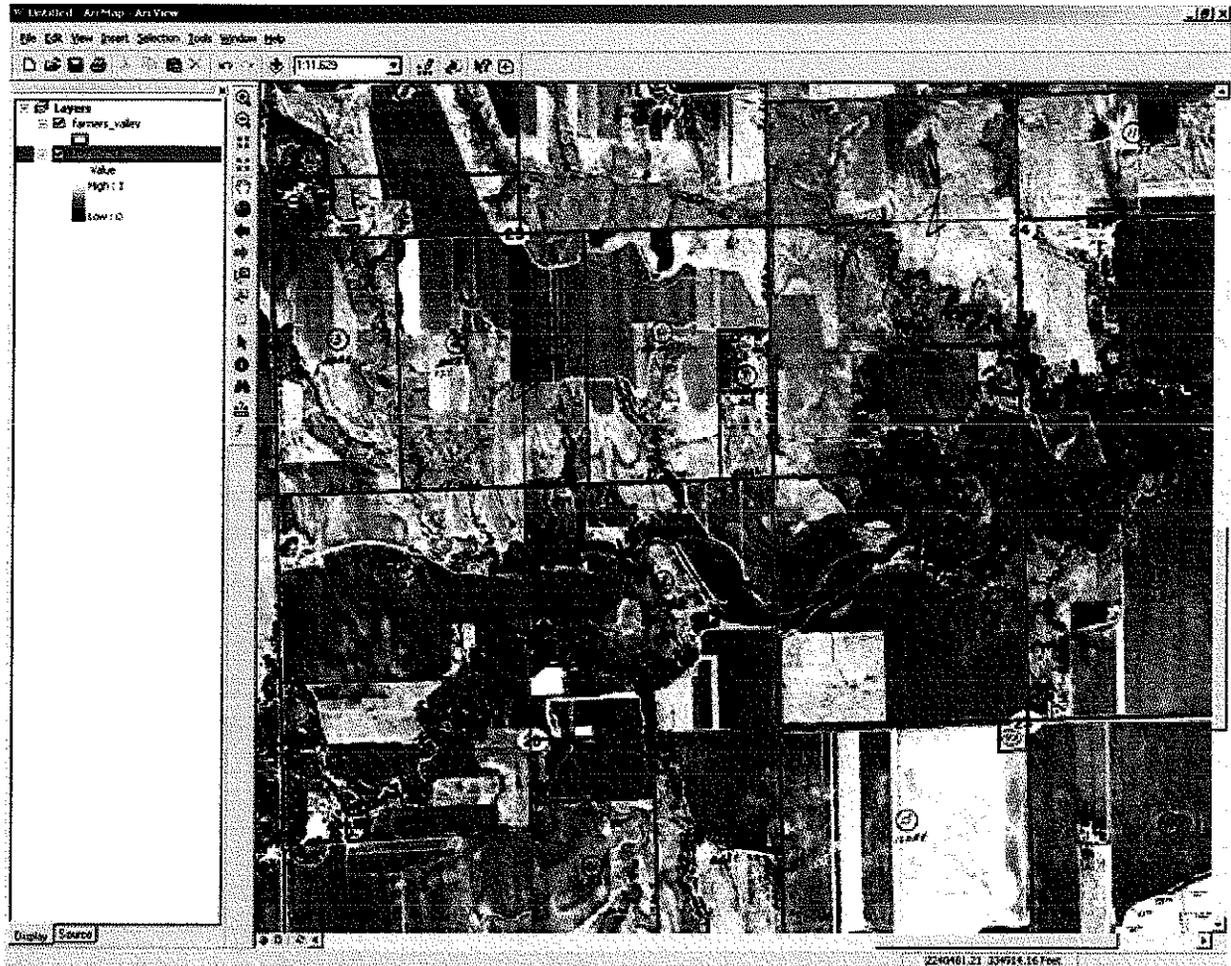


Figure 2: Scanned cadastral map with parcel lines digitized in red

DATA DEVELOPMENT - LAND USE LAYER CREATION

Upon completion of the parcel layer, GISW will create the Land Use layer, which identifies the land use codes for particular areas of a parcel. GISW will identify the various areas of a particular land use, digitize the boundaries of that land use, and incorporate those data into the GIS for analysis and reporting.

KEITH COUNTY

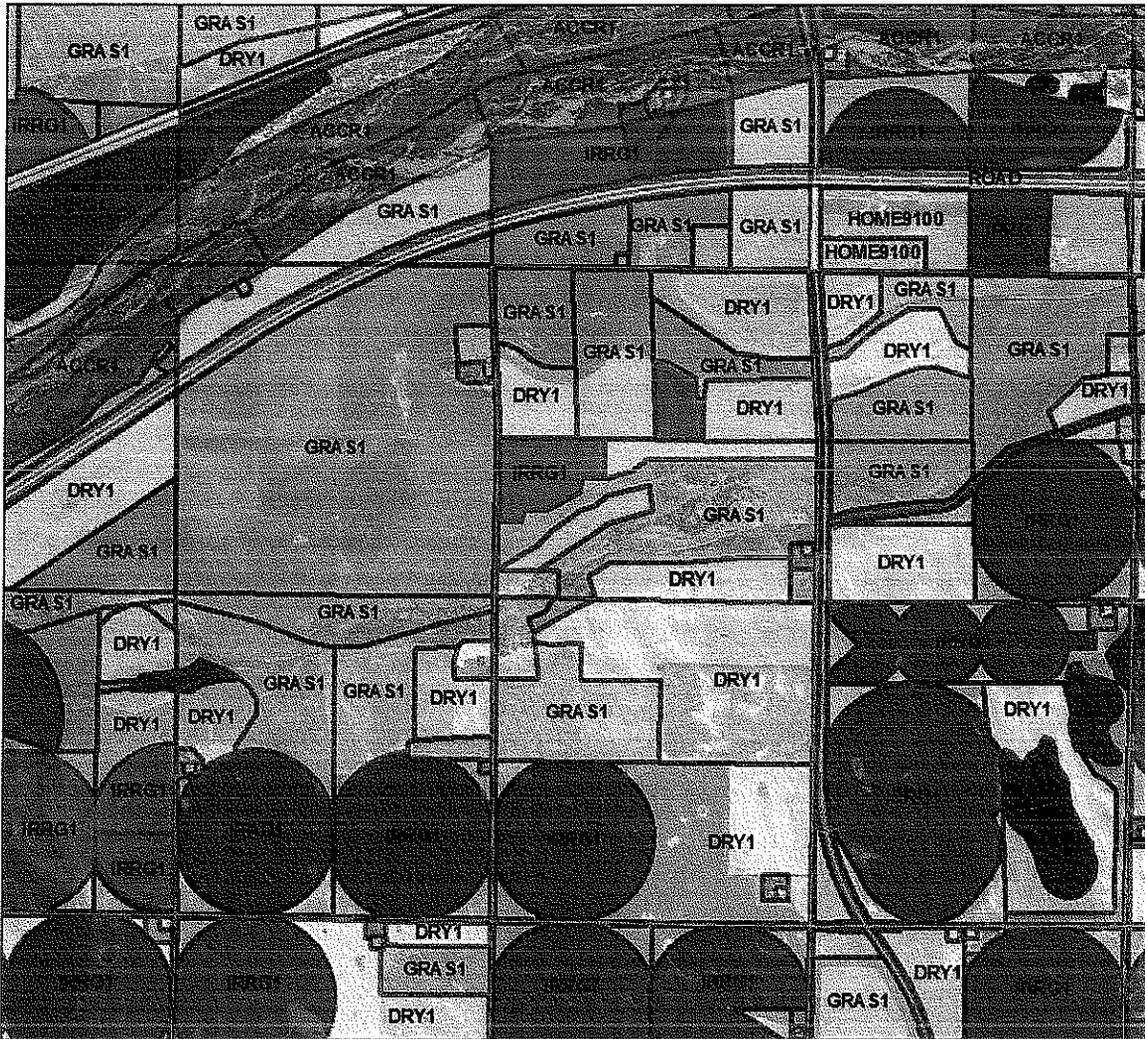


Figure 3: Example Land Use Map

DATA DEVELOPMENT - SOILS LAYER

GISW will acquire both the old and new NRCS soils layers to identify where soils have changed and to calculate the new acreage counts. The GISW land use calculator will help us use the land use, soil and parcel layers to evaluate every parcel in the County. **This type of analysis is one of the most powerful benefits of assessment GIS, it would take months to recount all the soils manually!**

KEITH COUNTY

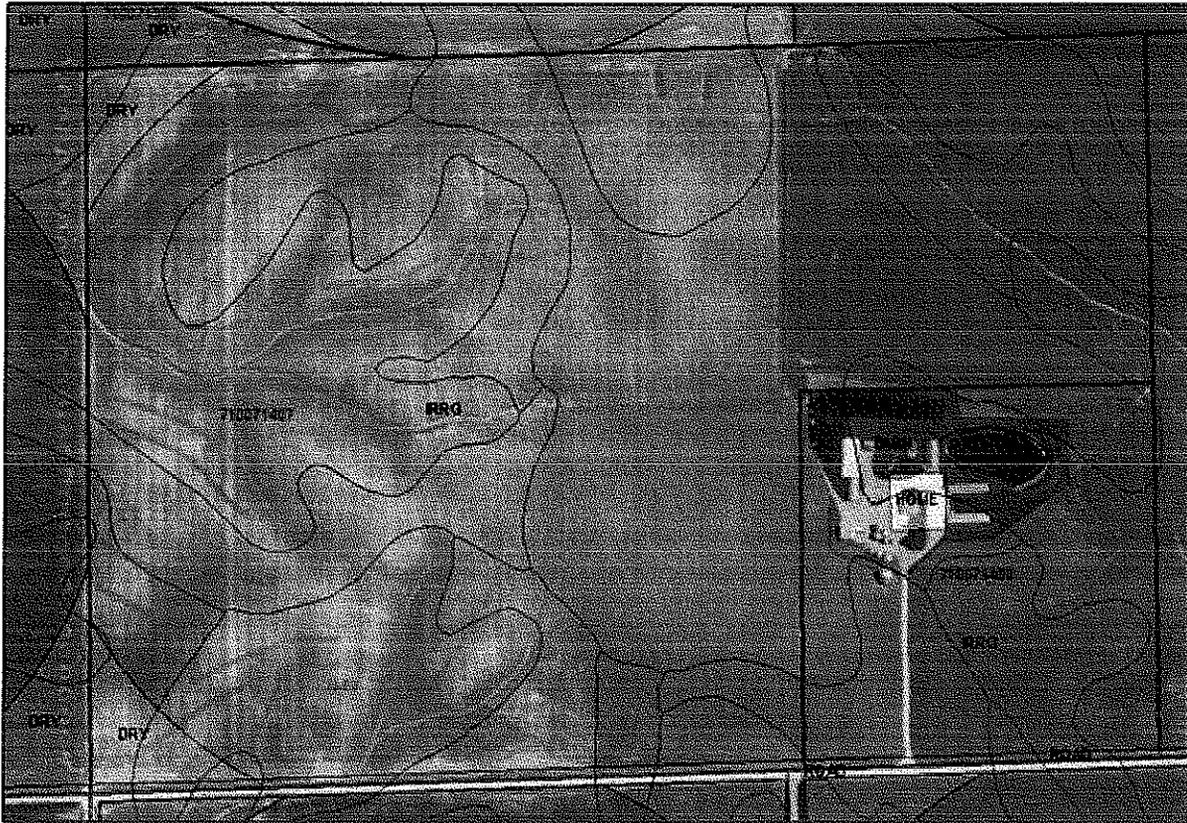


Figure 4: An example in Platte County showing the parcel lines (red), land use layer (transparent colors), and the soils (thin black lines), overlaid together for purposes of rural assessment acreage calculation

GIS DATA MAINTENANCE AND SUPPORT

GIS Workshop will edit and maintain the GIS data on our redundant servers. Keith County will be responsible for sending parcel splits and land use changes to GIS Workshop. GIS Workshop will download a copy of the Terrascan (or Tyler) data file every 24 hours to ensure that these data are up-to-date on the GIS Workshop server.

We will include the first 12 months of data maintenance fees at no cost. After the introductory period, an annual data maintenance fee will be due. See the Pricing Information section for more details.

GISW dedicated support staff is waiting to field your support call at all times during regular business hours. You will never have to wait for someone to return from a site visit to get the support you need.

GISW SPECIALIZED ASSESSOR GIS SOFTWARE TOOLS

No other vendor can offer these specialized assessor GIS tools because GISW designed and built them for Nebraska Assessors.

GISW technicians use our specialized GIS tools for digital cadastral map maintenance, soil calculations, and database connectivity. We are the only GIS company in Nebraska that offers a complete suite of tools to maintain assessment GIS. Our tools will communicate with the TerraScan (or Tyler) appraisal

KEITH COUNTY

database currently in use at Keith County Assessor's office. We will use the following tools to efficiently manage your GIS data for you.

GISWORKS ASSESSOR EXTENSION

The *GISWorks Assessor Extension* incorporates those tools required for simplifying cadastral/parcel land management. It allows the GISW technicians to quickly and easily perform property splits and measurements.



Figure 5: Assessor Toolbar, built specifically for NE Assessment to manage parcels splits

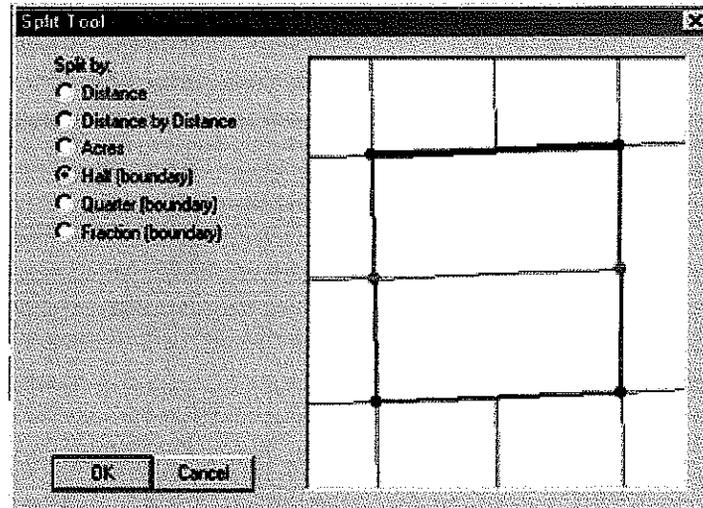


Figure 6: Split Tool allows user to quickly and easily cut out existing Parcel boundaries

GISWORKS ADVANCED EDITOR EXTENSION

The *GISWorks Advanced Editor Extension* enhances the editing capabilities of ArcView by allowing users to edit features based on survey data or using the advanced curve and deflection methods of editing. The tool allows GISW technicians to quickly input survey and meets and bounds style data.

KEITH COUNTY

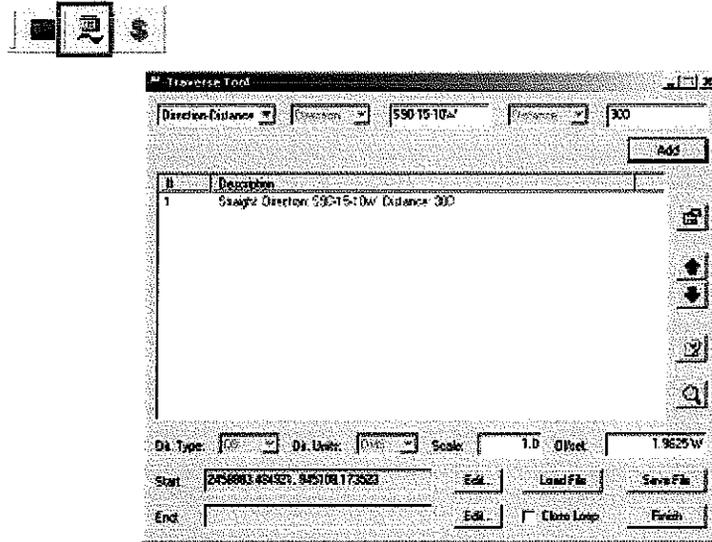


Figure 7: The GISWorks Advanced Editor Extension gives the assessor full survey (meets and bounds) data entry capability

GISWORKS LAND USE CALCULATOR EXTENSION

The *GISWorks Land Use Calculator Extension* allows the GISW technicians to quickly and easily calculate soil/land class acreages and values for each agricultural parcel in the county.

This tool allows GISW technicians to recalculate valuations based on the GIS data, or calculates valuations based on the deeded acreage for the parcel. Along with the automatic generation of a Property Assessment Division (PAD) code, the tool calculates the number of acres for each land use/soil type combination. It also includes a built in acreage tolerance permitting the user to exclude any acreages calculated below the tolerance level.

GISW's Land Use Calculator is the **ONLY GIS tool that works directly with TerraScan (or Tyler) appraisal database.**

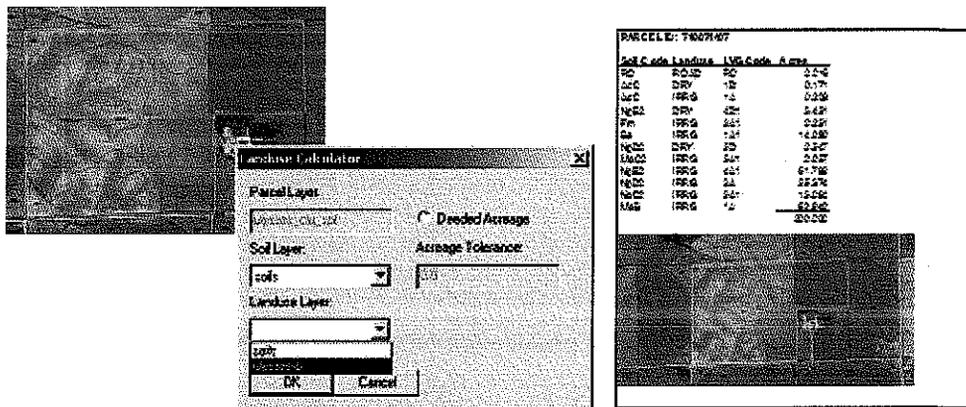


Figure 8: Acreage counting is made simple, fast, and accurate using the GISWorks Land Use Calculator Extension.

KEITH COUNTY

GISWORKS CAMALINK EXTENSION

The *GISWorks CAMALink Extension* integrates a variety of appraisal tools to allow GISW technicians to combine data from the TerraScan (or Tyler) appraisal database into the GIS to make maps and perform appraisal analyses.

GISW's CAMALink is the **ONLY GIS tool that works directly with TerraScan (or Tyler) appraisal database.**

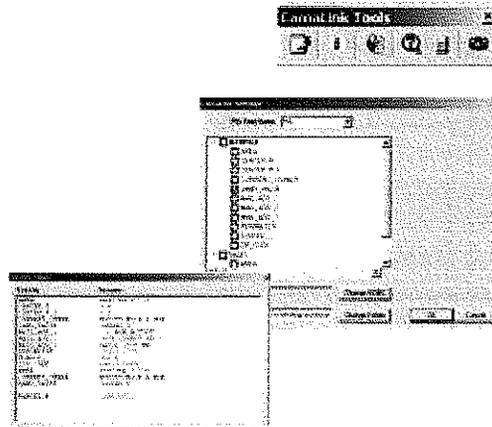


Figure 9: The CAMALink tool allows the user to combine the GIS with the data rich appraisal/CAMA database.

TRAINING

GISW will train Keith County staff to use the GIS data. We provide a wide variety of training options customized to your needs. We support clients on a daily basis so we know what is important to you and how to make the GIS data useful. If Keith County chooses the WebGIS option we will train staff how to use the site. If you choose to wait to deploy WebGIS then we will train you how to use free desktop software which allows read-only access to GIS data.

PROJECT APPROACH - OPTIONAL ITEMS

TOWNS

GISW projects typically include both rural parcels and towns. For this proposal we are listing town parcels as an optional cost. Some of our competitors compare our pricing with towns to theirs (without towns) to make their services appear cheaper. We feel town parcels are valuable for economic development and reducing call volume for assessment staff. **Potential buyers and real estate professionals love having access to town information through an easy, online interface.** The City of Ogallala would find great value in the GIS for Keith County and perhaps would consider cost sharing with the County for this optional task. We are requesting a copy of their CAD data to see if we can make use of their efforts to save Keith County money.

KEITH COUNTY

INCORPORATE OBLIQUE PHOTOS (SEE SEPERATE PROPOSAL FOR DETAILS)

If Keith County chooses to purchase oblique aerial photography GISW will integrate the photos into the GIS. Each photo has an associated GPS point and the points will be visible as a GIS layer. The points link to photos for easy access through a mapping interface.

The following shows an example of digital aerial imagery from Kearney County in Nebraska. The image is not even shown at full resolution, yet the clarity and quality are excellent. The photos supplied as part of this project may be blown up to 8.5 x 11 size with no loss of quality.



Figure 10: Example oblique photo

GIS Workshop has flown GIS integrated rural improvement photography for over 15 Nebraska counties. In all cases, the digital data were delivered ready to use in their GIS, with no need to sort through imagery.

Each location where a picture was captured shows up as a point in the GIS layer. You simply click on the point in the GIS and the picture will appear. There is no need for you to sort through the pictures trying to locate them in the county.

We typically take multiple pictures per improvement. Each picture is represented with a point in the GIS layer.

WEBGIS

We recommend that Keith County select the WebGIS option. The WebGIS will make the assessment/appraisal information available to other county departments, city departments, real estate

KEITH COUNTY

professionals and the general public. **Only GISW offers this type of web access to the GIS database in an easy to use web page that will become the foundation for information access at the county.**

The GISW WebGIS:

- Provides 24/7 access to public information for real estate professionals, general public and other city/county departments.
- The GISW Web GIS **REDUCES** the number of calls into the assessor office, allowing staff to get on with the business of assessment. **Kearney County estimated a 75% reduction in call volume when they went online!**
- Promotes information sharing amongst city/county departments and **reduces duplications of effort.**
- Provides the Enterprise GIS foundation so **other departments (roads, planning/zoning, etc.) may start using GIS technology more cost effectively.**

GIS WORKSHOPS WEBGIS FEATURES

The WebGIS will allow anyone with Internet access to search for and look at maps concerning property ownership and sales information, assessment and appraisal data, and any other data associated with future tabs.

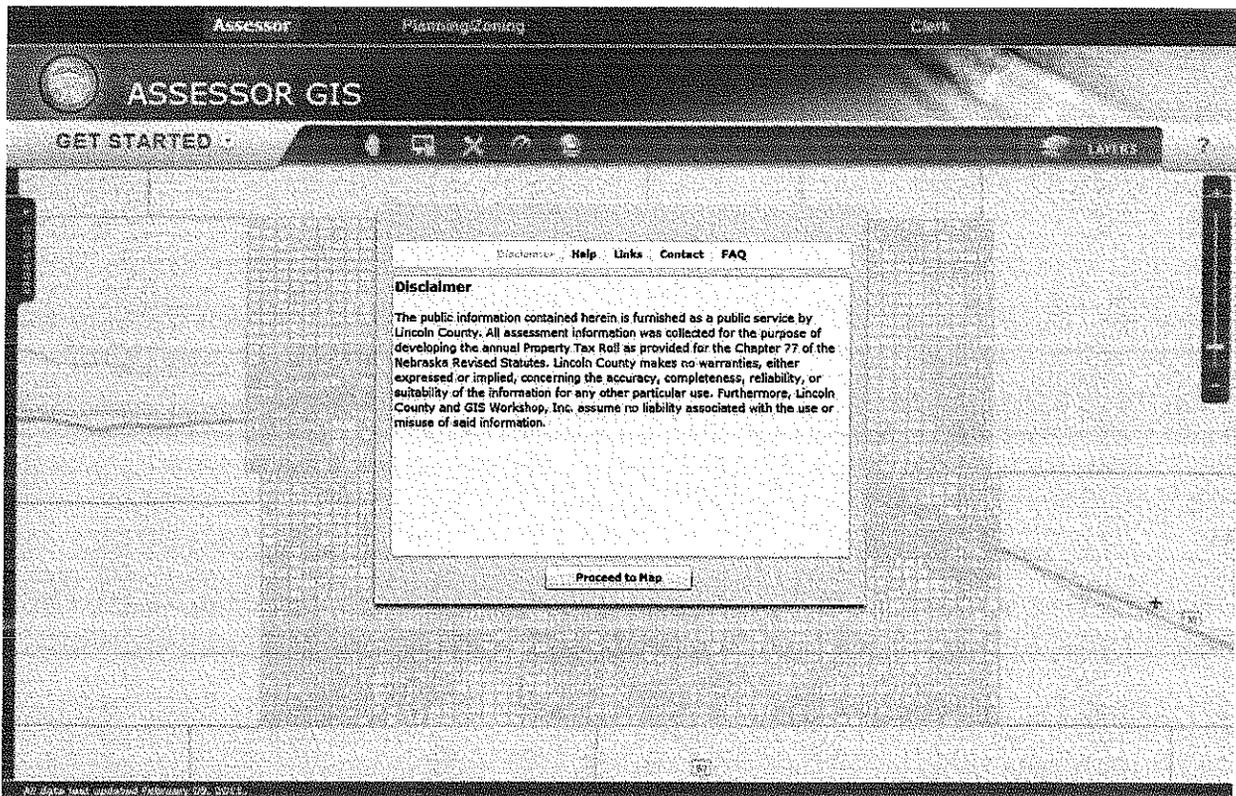


Figure 11: Opening screen (Assessor Tab) of GIS Workshop's Enterprise WebGIS for Lincoln County, NE.

SEARCHING FOR PROPERTY INFORMATION (GET STARTED)

Complete property and sales information is available within seconds via the search function. Search for properties/maps via:

- Name
- Address
- Legal Description

Perform detailed searches for sales information via:

- Sale date
- Price range
- Property size
- Year of construction, etc.



Figure 12: Assessor tab showing property search box

Results are presented in an easy to read format. The “digital property record card” shows all the pertinent information for a residential, agricultural or commercial property, including the sketches and pictures.

KEITH COUNTY

Assessor Planning/Zoning Clerk

ASSESSOR GIS

GET STARTED

Search Results 48 Print Results

Parcel ID	Owner Name	Address
1913500	SMITH RENTALS, LLC	812-814 SO JEFFERS
1914500	SMITH RENTALS, LLC	802 SO JEFFERS
1916000	SMITH RENTALS, LLC	712 SO JEFFERS
1916500	SMITH RENTALS, LLC	710 SO JEFFERS
1917000	SMITH RENTALS, LLC	708 SO JEFFERS
3758500	SMITH RENTALS, LLC	
3758502	SMITH RENTALS, LLC	109 WEST PHILIP AVE & 822-818 SO JEFFERS
6186500	SMITH RENTALS, LLC	
11014500	SMITH Z TWO BAR, LTD	24658 NO GARFIELD CENETERY RD
6267700	SMITH, ANTHONY R. & DE	7207 NO BUFFALO RD
4762000	SMITH, BARBARA J.	2305 BEVERLY BLVD
10836500	SMITH, BARBARA L.	
3532000	SMITH, BERNADETTE S.	1702 CEDARBEARY RD
1749000	SMITH, BERNIE LEE	
1202000	SMITH, BLAINE A. & WF	2017 WEST 4TH
11000500	SMITH, BOBBIE D. -TRUS	
3024900	SMITH, BRENDA L.	1517 EAST 12TH
6715137	SMITH, BRIAN S. & TAMY	737 EAST BRIARWOOD LANE
5383350	SMITH, BROOKS T.	
5383352	SMITH, BROOKS T.	3218 WEST STATE FARM RD
2088000	SMITH, BRYAN S. & AMBE	902-902 1/2 WEST 8TH & 710 NO JESSIE AVE
593000	SMITH, CHARLENE E.	421 WEST 1ST
5812500	SMITH, CHARLES L. & KAI	7294 EAST DAIRY RD
5814500	SMITH, CHARLES L. & WF	
5816000	SMITH, CHARLES L. & WF	

Report

All data last updated January 10, 2011.

Figure 13: Property search results

Assessor Planning/Zoning Clerk

ASSESSOR GIS

GET STARTED

Search Results 48 Print Results

Report Print Report

Parcel Information

Parcel ID: 6267700

Images:

Current Owner: SMITH, ANTHONY R. & DENISE A.
7207 NO BUFFALO RD
NORTH PLATTE NE 69101

Situs Address: 7207 NO BUFFALO RD

Tax District: 93

Legal Description: SMITH ADM. SUB. LOT 2 9.74 A. S-J-1950 HP TF

Parcel Size: Acres 9.74 Sq. Ft.

Lot Width: 0

Lot Depth: 0

Assessed Values				
Year	Total	Land	Improvements	Buildings
2010	299,220	29150	0	270,070

Gross Yearly Tax Information	
Year	Levy
2010	1.44512
2009	1.471812

Sales History			
Date	Book/Page	Grantor	Price
10/4/2004	2,004 & 7,399	SMITH, ANTHONY R. & DENISE A.	\$45,000.00

Agricultural Land Information

Soil Symbol	Class	Acres	Total
RURAL RESC	RES	9.74	291.50

All data last updated January 10, 2011.

Figure 14: Property Record Card (note the map zoomed in and highlighted the chosen parcel)

KEITH COUNTY

MAP NAVIGATION

Of course the Web GIS can be used by anyone interested in taking a look at Keith County. Think of it at Keith County's own "Google Map" but with all of the latest Keith County data loaded and available.

Users can zoom in and out and pan around the map just like in Google:

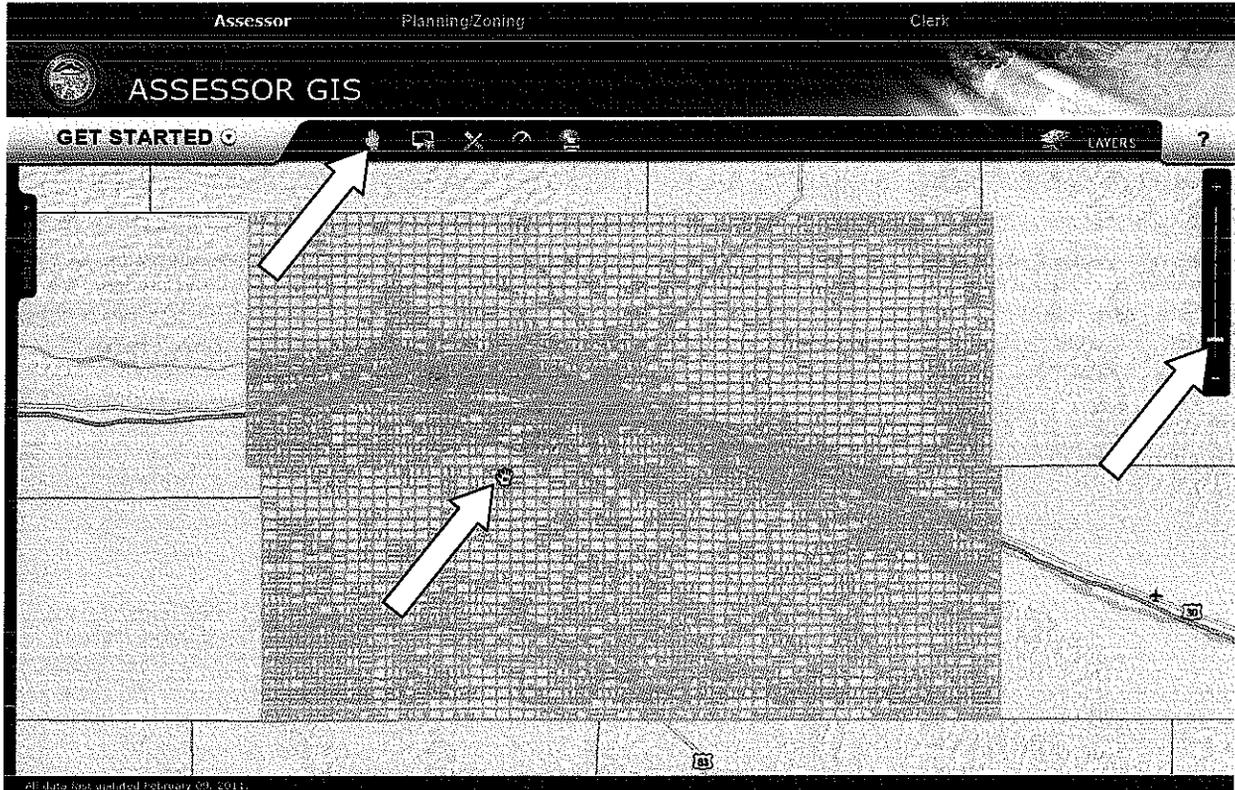


Figure 15: Zoom slider bar (right side), activated pan tool icon (hand) in horizontal toolbar and the hand cursor on the map

Users can look at the latest detailed aerial photography of Keith County. GISW has the newest 2010 imagery available for Keith County.

KEITH COUNTY



Figure 16: User enters section/township/range

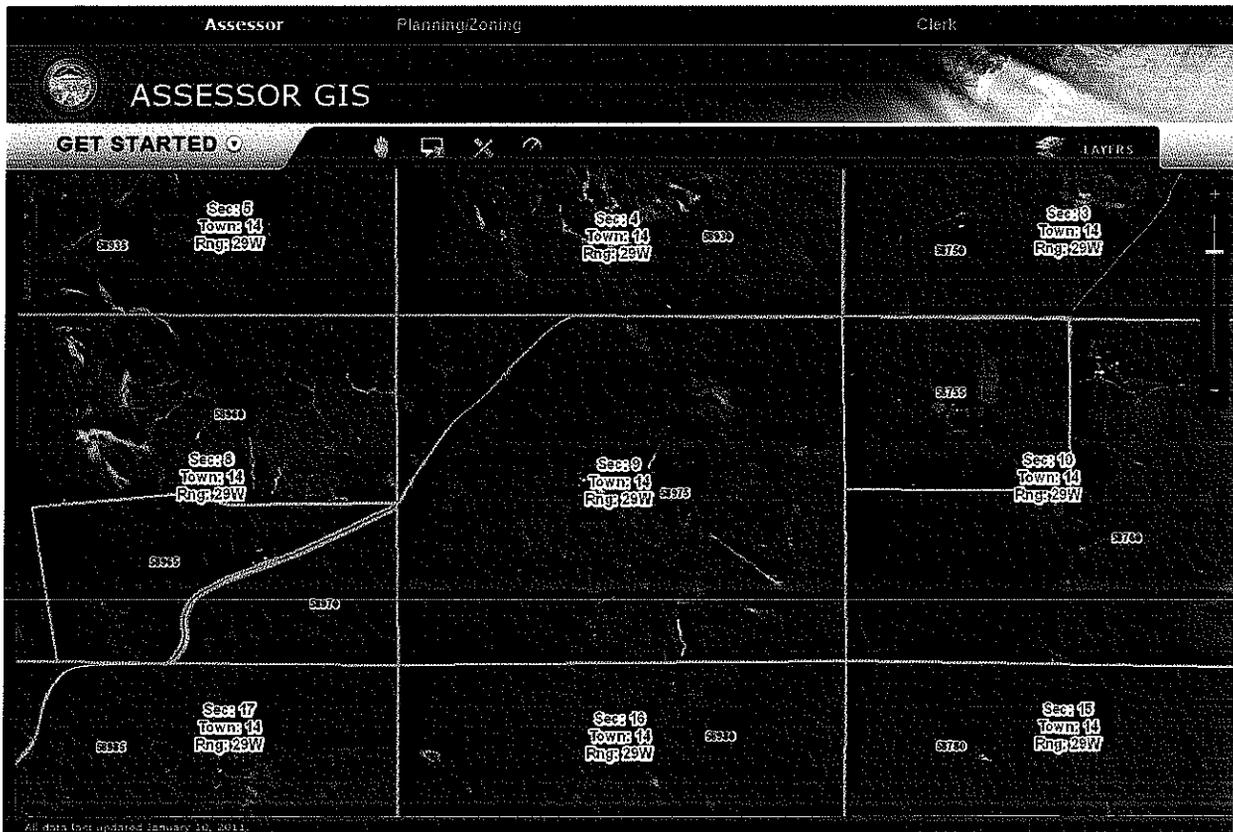


Figure 17: Application zooms into the specified section

KEITH COUNTY

QUICK IDENTIFY TOOL

The quick identify tool allows a user to click inside a parcel on the map to see a pop-up window appear with basic parcel, owner name, and address information. The quick identify tool is shown in Figure 18 below. Property card information is also available through the identify tool.



Figure 18: Activated Quick Identifier tool and information box result with link to Property Card

KEITH COUNTY

MEASUREMENT TOOL

Length and area measurements in acres, feet, meters, miles, and kilometers can be easily performed via the measurement tool on the tab. Using this tool, simply click at the starting point and again at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area. The total measurement appears in a box at the top of the screen as seen in Figure 19 below.



Figure 19: Measurement tool showing total length of the user-drawn line segment along the parcel boundary.

KEITH COUNTY

SCHEDULE

The GISW team is ready to start the Keith County, NE Assessor GIS project after acceptance and receipt of a signed contract according to the tasks described in this proposal. **We anticipate project completion in 14 weeks after notice to proceed based on the above outlined steps. We can build the database better and faster than our competitors.**

	Jul-11	Aug-11	Sep-11	Sep-11
Notification of Intent to Award	X			
Collect cadastrals and other information	X			
Scan cadastrals	→			
Digitize parcels	→	→		
PID parcels		→	→	
Digitize land use			→	
Incorporate soils				X
Perform land use calculations				X
User training				X

KEITH COUNTY

PROJECT COSTS

The following pricing and package is **FULLY INCLUSIVE**, providing the Assessor with everything she needs for a fully functional assessment GIS. There are no hidden charges or expenses. The cost is based on the size of the county. This provides the total and detailed costs for the services and deliverables described in this scope of work (maintenance schedule begins on the 1st day after product acceptance). Variations and/or additions to those tasks/features/service stated within are subject to additional costs at our standard consulting rate of \$95 per hour. 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.

GIS WORKSHOP WILL NOT SEND A SINGLE INVOICE UNTIL THE PROJECT IS COMPLETE AND YOU ARE 100% SATISFIED WITH YOUR PRODUCT

<u>Services</u>	<u>Cost (\$)</u>
<u>GIS Buildout Services</u>	<u>\$50,000</u>
Parcel map development and associated layers (without towns)	
Deliverable: Complete Sections Layer	
Deliverable: Complete Rural Parcel Layer	
Deliverable: Complete Land Use Layer	
Deliverable: Complete Digital Ortho-Photography Layer (Latest FSA imagery)	
Deliverable: Complete New and Old Soils Layer	
<u>GIS Data Maintenance and Telephone/Online Support(1st 12 months)</u>	<u>No Cost</u>
<u>Training</u>	<u>No Cost</u>
<u>Total Costs for above listed Services</u>	<u>\$50,000</u>

SUPPORT COSTS FOR GIS DATA MAINTENANCE AND SERVICES (After 12-month free period), billed annually:

<u>GIS Workshop Maintenance & Support</u>	
GIS data maintenance, telephone & online support	\$400 per month

FINANCING OPTIONS

Use of this interest free funding does not delay product delivery in any way. GISW will deliver and install all systems upon completion. Delivery is unrelated to the payment schedule. Support fees are not financed or included in this potential scheme.

Example Payment Schedule (\$50,000)

Acceptance of product, 2011	\$12,500
2 nd payment due July 1, 2012	\$12,500
3 rd payment due July 1, 2013	\$12,500
4 th payment due July 1, 2014	\$12,500

OPTIONAL PROJECT COSTS

Town parcel development (Ogallala may be interested in cost-sharing this)	\$15,000
WebGIS site setup	\$5,000
WebGIS maintenance and support (1 st 12 months)	Included with WebGIS site setup

SUPPORT COSTS FOR WebGIS MAINTENANCE (After 12-month free period), billed annually:

GIS Workshop WebGIS Maintenance and Support	
WebGIS maintenance & support	\$400 per month

KEITH COUNTY

GIS WORKSHOP REFERENCES

County	Project	Contact	Phone
Adams County, NE	Assessor GIS & Tools	Diane Hynes, Assessor	(402) 461-7116
Antelope County, NE	Assessor GIS, IMS, & Tools	Heather McWhorter, Assessor	(402) 887-4515
Bon Homme County, SD	Assessor Tools	Richard Beringer, Zoning Administrator	(605) 589-4214
Box Butte County, NE	Assessor GIS & Tools	Michelle Robinson, Assessor	(308) 762-6101
Brookings County, SD	Assessor Tools	Joyce Dragseth, Director of Equalization	(605) 696-8220
Brown County, NE	Assessor GIS & Tools	Charlene Fox, Assessor	(402) 387-1621
Brown County, SD	Assessor Tools	Scott Madsen, GIS Coordinator	(605) 626-4023
Brule County, SD	Assessor Tools	Edwin Westendorf, Director of Equalization	(605) 734-4432
Buffalo County, SD	Assessor Tools	Evelyn Wulff, Director of Equalization	(605) 293-3286
Cass County, NE	Assessor GIS & Tools	Bob Van Dyne, GIS Manager	(402) 296-9310
Chase County, NE	Assessor GIS & Tools	Dorothy Bartels, Assessor	(308) 882-5207
Clay County, NE	Assessor GIS & Tools	Linda Whiting, Assessor	(402) 762-3792
Codington County, SD	Assessor Tools	Russ Ronke, Director of Equalization	(605) 882-6279
Dawes County, NE	Assessor IMS	Roberta Coleman, Assessor	(308) 432-0103
Dixon County, NE	Assessor GIS & Tools	Amy Watchorn, Assessor	(402) 755-5601
Fillmore County, NE	Assessor GIS & Tools	Lynn Mussman, Assessor	(402) 759-3613
Franklin County, NE	Assessor GIS & Tools	Ruth Jackson, Assessor	(308) 425-6229
Frontier County, NE	Assessor GIS, IMS, & Tools	Regina Andrijeski, Assessor	(308) 367-8730
Gage County, NE	Assessor GIS, IMS, & Tools	Patty Mulligan, Assessor	(402) 223-1308
Hanson County, SD	Assessor Tools	Mary Haeder, Director of Equalization	(605) 239-4445
Hamilton County, NE	Assessor GIS, IMS & Tools	Pat Sandberg, Assessor	(402) 694-2757
Howard County, NE	Assessor GIS & Tools	Neal Dethlefs, Assessor	(308) 754-4261
Hutchinson County, SD	Assessor Tools	Tony Dewald, Director of Equalization	(605) 387-4210
Jefferson County, NE	Assessor GIS & Tools	Vicki Haskell, Assessor	(402) 729-3103
Johnson County, NE	Assessor GIS & Tools	Karen Koehler, Assessor	(402) 335-6303
Kimball County, NE	Assessor GIS & Tools	Debora Huff, Assessor	(308) 235-2362
Kingsbury County, SD	Assessor Tools	Tammy Anderson, Director of Equalization	(605) 854-3593
Knox County, NE	Assessor GIS & Tools	Monica McManigal, Assessor	(402) 288-4255
Lincoln County, SD	Assessor Tools	Don Burma, Director of Equalization	(605) 764-2571

KEITH COUNTY

Lyman County, SD	Assessor Tools	James Sundall, Director of Equalization	(605) 869-2206
Madison County, NE	Assessor GIS, IMS, & Tools	Jeff Hackerott, Assessor	(402) 454-3311
Merrick County, NE	Assessor GIS & Tools	Jan Placke, Assessor	(308) 262-1534
Otoe County, NE	Assessor GIS, IMS, & Tools	Therese Gruber, Assessor	(402) 873-9520
Perkins County, NE	Assessor GIS & Tools	Bonnie Appel, Assessor	(308) 352-4938
Phelps County, NE	Assessor GIS, IMS, & Tools	Melodie Marvin, Assessor	(308) 995-4061
Platte County, NE	Assessor GIS, IMS, & Tools	Tom Placzek, Assessor	(402) 563-4902
Polk County, NE	Assessor GIS, IMS, & Tools	Linda Anderson, Assessor	(402) 747-4491
Red Willow County, NE	Assessor GIS, IMS, & Tools	Sandra Kotschwar, Assessor	(308) 345-4388
Richland County, ND	Assessor Tools	Matt Syvertson, GIS Coordinator	(701) 642-7860
Sanborn County, SD	Assessor Tools	Mark Meyer, Director of Equalization	(605) 796-4514
Sioux County, NE	Assessor GIS & Tools	Michelle Zimmerman, Assessor	(308) 668-2401
Thayer County, NE	Assessor GIS & Tools	Karla Joe, Assessor	(402) 768-6417
Thomas County, NE	Assessor GIS & Tools	Lorissa Hartman, Assessor	(308) 645-2261
Thurston County, NE	Assessor GIS, IMS, & Tools	Susan Schrieber, Assessor	(402) 385-2251
Turner County, SD	Assessor Tools	Faye Dubbelde, Director of Equalization	(605) 297-3424
Yankton County, SD	Assessor Tools	Laurie Mackey, Director of Equalization	(605) 665-5962

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

This Agreement is for limited professional consulting services (hereinafter referred to as "Agreement") to be provided by GIS WORKSHOP, INC. (hereinafter referred to as "GISW") for Keith County NE (hereinafter referred to as "CLIENT") as indicated below on the date set forth below.

Article 1 – Scope of Services

- 1.1 **Personnel:** GISW will rely upon various employees and consultants to work on CLIENT's project. Hourly rates, costs and/or fees are set forth in the attached Exhibit A: Scope of Work, Version 1.9 (hereinafter referred to as "SOW").
- 1.2 **General Services Provided:** GISW will compile the necessary documentation and coordinate with appropriate parties to provide the products/services as specifically described in the attached SOW.
- 1.3 **Relationship of Parties:** GISW provides CLIENT services as an "independent contractor" and nothing in the Agreement shall be construed to create a relationship of employer/employee or a partnership.
- 1.4 **Client:** CLIENT includes any entity that controls, is controlled by, or is under common control with Client.
- 1.5 **Data:** Except for data that CLIENT obtains directly from a third party for GISW to use in providing products/services to CLIENT, GISW hereby grants to CLIENT perpetual and unrestricted ownership of any data ("Data") that GISW uses to provide the products/services described in the attached SOW, to CLIENT.
- 1.6 **Work Product:** The parties hereby agree that the work product resulting from the services performed by GISW pursuant to the terms of this Agreement shall be the sole and exclusive property of CLIENT, and GISW hereby assigns the same to CLIENT.

Article 2 – Fee Arrangement

- 2.1 **Professional Fees and Costs:** Professional fees will be charged as set forth in the SOW. No additional fees shall be charged without written consent from the CLIENT.
- 2.2 **Terms of Payment:** GISW will charge for the services performed as outlined in the SOW. All invoices are payable immediately upon receipt. An interest charge of 2% per month shall be added to all invoice amounts not paid within 30 days of the date of such invoice.

In the event an invoice is not paid within 30 days of receipt, GISW reserves the right to require a deposit. This deposit shall be paid immediately upon request by GISW in addition to any outstanding fees due and shall be retained by GISW through completion of its services on the project.

In its sole discretion, GISW shall suspend all work on the project until payment of fees and the deposit described above is made to GISW. CLIENT hereby agrees to hold GISW harmless from all liability, including, but not limited to, all expenses, lost profits, etc., which may arise as a result of suspension of work due to your non-payment of fees.

Article 3 – Special Terms and Conditions

- 3.1 **Project Coordination:** GISW will rely upon CLIENT to perform and satisfy certain conditions, including such following special conditions as may be necessary:
 - (a) CLIENT's designated project officer and/or representative shall closely coordinate with GISW regarding changes in CLIENT's project, scheduling, or unanticipated problems. Changes to the

proposed work effort of GISW will be authorized timely in writing.

- (b) CLIENT will promptly notify GISW in writing should any changes in conceptual designs, engineering specifications, or legal or physical control of the project change at any time.
 - (c) CLIENT will provide GISW with all materials in your possession relevant to the services to be performed by GISW.
 - (d) CLIENT will allow GISW to review and approve any document or work product, which uses or incorporates any portion of any work product produced by GISW before its release to any person(s) or entity. CLIENT further allows GISW to correct any CLIENT interpretation or representation of the technical content of the work produced by GISW.
- 3.2 Conditions as Necessary: In order for GISW to complete the SOW, CLIENT agrees to provide GISW with the following items, as initialed:
- (a) _____ NA
- 3.3 Insurance: GISW maintains workers' compensation, employer's liability, and auto insurance in the amounts statutorily required by the State of Nebraska.
- 3.4 Dispute Resolution: To resolve any conflicts that arise during the provision of services on the project or following the completion of services, the CLIENT and GISW agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The CLIENT and GISW further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, or material-men so retained, thereby providing for mediation as the only method for dispute resolution between the parties to those agreements. In the event that the conflict cannot be resolved using mediation, the CLIENT and GISW agree to settle the conflict by arbitration in accordance with the rules of the American Arbitration Association under its Construction Industry Arbitration Rules in effect on the effective date of this Agreement, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article 4 – General Terms and Conditions

- 4.1 Disclaimer of Warranties: Limitation of Liability. GISW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY INFORMATION, DATA, OR OTHER INFORMATION THAT IS PROVIDED TO GISW FROM CLIENT THAT IS INCLUDED, UTILIZED, INCORPORATED, OR USED IN WHOLE OR IN PART IN GISW'S SOW. ANY OTHER WARRANTIES SHALL BE EXPRESSLY AGREED UPON BY THE PARTIES IN WRITING. GISW SHALL NOT BE LIABLE TO CLIENT FOR DAMAGES OF ANY KIND OR NATURE ALLEGEDLY SUFFERED BY CLIENT, INCLUDING BUT NOT LIMITED TO, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY).

Article 5 – Miscellaneous

- 5.1 Governing Law: Although certain of the obligations set forth in this Agreement may, by necessity, be performed in states or countries beyond the State of Nebraska, this Agreement shall be in all respects interpreted, governed by, and construed in accordance with the laws of the State of Nebraska.
- 5.2 Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest

in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, provided however that upon notice to GISW, CLIENT may assign this Agreement to any subsidiary, affiliate under its control, or successor, or pursuant to any merger, consolidation or other reorganization without GISW's consent.

- 5.3 **Severability and Survival:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 5.4 **Amendment:** This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated Agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.
- 5.5 **Indemnification:** GISW agrees to indemnify and hold harmless CLIENT against any and all claims, losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees and expenses) arising out of or related to any claim that CLIENT's use or possession of Data, or the ownership of Data granted in this Agreement, infringes or violates the patent, copyright, trademark, service mark, trade secret or other proprietary right of any third party. Each party agrees to hold the other party free and harmless from any and all claims, and each party shall indemnify the other party for any claim arising from any negligent act or omission on the part of the such party or any other person or entity acting on such party's behalf.
- 5.6 **Entire Agreement:** This Agreement contains the entire agreement between GISW and CLIENT, superseding all prior and contemporaneous written or oral understandings between the parties. No change or modification to this Agreement shall be valid or binding unless the same is in writing and signed by the parties hereto.
- 5.7 **Authorization:** The individual signing this Agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal. We agree to the terms and conditions set forth in this Agreement.

Article 6 – Amendments

- 6.1 **Intellectual Property:** Any existing intellectual property or intellectual property created solely as a result of this agreement belongs to GISW and may not be sold, leased, or licensed for use to anyone else without written permission from GISW.

CLIENT Contact Information:

Cheryl Schiel
Keith County NE
511 N Spruce
Ogallala NE 69153
TEL: 308-284-8045
FAX: n/a
EMAIL: Cheryl.schiel@nebraska.gov

By: C.W. Baltzell
Authorized Signature

Printed
Name: C.W. Baltzell

Date: 3-9-11

GISW Contact Information:

Mr. Marcus E. Tooze – President
GIS Workshop, Inc.
4949 NW 1st St, Suite 1
Lincoln, NE 68521
TEL: 402-436-2150
FAX: 402-436-2152
EMAIL: mtooze@gisworkshop.com

By: [Signature]
Marcus Tooze, President

Date: 3-9-11

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Federal Tax ID No.: 47-0820253
Exhibit A: Scope of Work, Version 1.9

Contract Change Order

Date: 4/04/11

GISW Project Number 0286-004
Client Name: Keith County NE
Client Telephone: 308-284-8045
Prepared By: Brenda Wilson

GISW Project Name: Keith County WebGIS
Address: 511 N Spruce, Ogallala NE 69153
Client Email: Cheryl.schiel@nebraska.gov

Change Order/Description of Work: Invoice Schedule

Work to begin:

- 1) GIS implementation
- 2) Addition of towns to GIS
- 3) Assessor tab set-up on WebGIS site

Work to be completed by:

June 15 2011
Dec 2011
June 15 2011

Proposed Billing schedule:

- 1) \$50,000 payable over 4 years:

\$12,500 July 1 2011
\$12,500 July 1 2012
\$12,500 July 1 2013
\$12,500 July 1 2014

(any SRBG grant funds received to be applied to first payment(s))

- 2) \$15,000 towns created into GIS:

\$5000 Jan 1 2012,
\$5000 July 1 2012
\$5000 July 1 2013

- 3) \$5000 Assessor tab setup

\$5000 July 1 2011

Previous contracted amount: \$50k

Amount of this order: \$20k

New contract total: \$ 70,000

Approved by:



Signature of authorized Client representative

C.W. Baltzell

Printed name of authorized Client representative



Marcus Tooze (President, GISW)

PLEASE RETURN ORIGINAL SIGNED CHANGE ORDER TO GISW. ATTACH YOUR COPY TO THE ORIGINAL CONTRACT/SCOPE DOCUMENT.