

## Memorandum

To: Programs, Projects & Operation Subcommittee  
Re: Upper Republican NRD Computer Services Agreement  
Date: May 5, 2010  
From: Trent Heiser

In December of 2009, Jasper Fanning (General Manager of Upper Republican NRD) contacted us about the possibility of providing Information Technology (IT) services to their District. After conversations about the services requested, and a visit to their site, we believe it may be feasible for us to take on the task of assisting them in their IT needs. This opportunity will help our IT staff continue to grow and develop as well as defray some of the costs associated with our own IT needs. The attached agreement will provide services for a minimum of one year with the ability to renew it as deemed acceptable by both parties. The Papio-Missouri River NRD would invoice for said services provided to the URNRD at a rate of \$50 per hour for the support of the network. All equipment & software costs would be paid directly by the URNRD.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Computer Services Agreement subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

## COMPUTER SERVICES AGREEMENT

Upper Republican Natural Resources District  
and  
Papio-Missouri River Natural Resources District

This Agreement, ("This Agreement"), dated as of May 13, 2010, is made by and between the UPPER REPUBLICAN NATURAL RESOURCES DISTRICT ("URNRD") and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("P-MRNRD").

**1. Services.** P-MRNRD hereby contracts with URNRD to provide computer services for URNRD, in accordance with the terms and conditions set forth in This Agreement, as follows:

**a)** During the term of This Agreement, P-MRNRD will have in its employ one or more persons ("P-MRNRD Specialists") with education and experience in the field of provisioning, management, operation and maintenance of computer systems and local area networks, who will be under the supervision and control of P-MRNRD and available to consult with the authorized officers and employees of URNRD during P-MRNRD's business hours, and at other times upon mutual agreement, concerning and relating to the provisioning, management and operation and maintenance of URNRD's computer system and local area network.

**b)** URNRD's computer system and local area network are based at URNRD's offices, at 511 East 5<sup>th</sup> Street, Imperial, Nebraska 69033 ("URNRD's Offices"). As currently configured, URNRD's computer system consists of ten (10) computers and one (1) server, using Windows XP, Windows Vista and Windows 7 operating systems, and running Office 2003, Office 2007 and Intuit Quickbooks, among other programs.

**c)** URNRD's principal purpose for entering into This Agreement is to obtain from P-MRNRD Specialists the expertise, advice and other support necessary for provisioning, installation, setup, management, operation and maintenance of an improved URNRD computer system and local area network; and P-MRNRD Specialists are requested to provide that support.

**d)** Most instances of P-MRNRD Specialists' support to URNRD will be provided either via telephone conference or through the use of remote control software and hardware enabling P-MRNRD Specialists to directly access URNRD's computer system and local area network from P-MRNRD's offices using P-MRNRD equipment and facilities. P-MRNRD will not charge any fees for P-MRNRD Specialists use of P-MRNRD's equipment and facilities for such purpose.

e) Mileage, lodging and other travel expenses incurred by P-MRNRD Specialists for travel to URNRD's Offices, as may be required for the performance of services under This Agreement and approved by P-MRNRD and URNRD, will be billed to URNRD at P-MRNRD's current expense reimbursement rates and allowances, without mark-up.

f) The costs of hardware and software, including the aforesaid remote control software and hardware, purchased with URNRD's approval, shall be billed directly to and paid by URNRD.

g) P-MRNRD billings to URNRD for time expended by P-MRNRD Specialists in providing phone, remote and in-person support services under This Agreement will be billed to URNRD in 15 minute increments, with a 15 minute minimum.

h) An e-mail or other written work order must be issued to P-MRNRD by URNRD's General Manager (Jasper Fanning); Assistant General Manager (Dirk Dinnel) and/or Office Manager (Deb Hayes), prior to P-MRNRD's performance of a service or the procurement of hardware or software under This Agreement, or to make effective any approval or notice required under This Agreement. Approvals and notices by the P-MRNRD under This Agreement may be given by the P-MRNRD General Manager or Information Technology Department.

**2. Time Devoted by P-MRNRD.** It is anticipated P-MRNRD will spend approximately two hours per week in fulfilling its obligations under This Agreement. The particular amount of time may vary from day to day or week to week. However, P-MRNRD shall devote a minimum of two hours per month to its duties in accordance with This Agreement.

**3. Payments to P-MRNRD.** During the first year during the term of This Agreement, P-MRNRD will be paid at the rate of \$50.00 per hour for time expended by P-MRNRD Specialists in accordance with This Agreement; provided, however, unplanned overtime, weekend or holiday work will be paid at the rate of \$65.00 per hour. P-MRNRD will submit itemized statements to URNRD from time to time, such statements setting forth the amounts of time expended and services rendered by P-MRNRD Specialists in accordance with This Agreement, and URNRD will pay P-MRNRD the amounts indicated by such statements within forty-five (45) days after receipt.

**4. Taxes and Personnel Expenses.** P-MRNRD shall be responsible for payment of the salaries of P-MRNRD Specialists and for the withholding of all taxes, including Federal and State income tax, Social Security taxes, Unemployment Insurance taxes, employee benefits, and such other personnel expenses as may arise in the course of P-MRNRD Specialists' activities in accordance with This Agreement.

5. **Independent Contractor.** Both URNRD and P-MRNRD agree that P-MRNRD will be acting as an independent contractor when performing P-MRNRD's duties and responsibilities under This Agreement.

6. **Confidential Information.** P-MRNRD agrees that any information received by P-MRNRD during performance of This Agreement, which concerns the affairs of URNRD, will not be revealed to any other persons, firms or organizations except as required by law.

7. **Employment of Others.** URNRD from time to time may request that P-MRNRD arrange for the services and assistance of others. All costs to P-MRNRD for those services will be paid by URNRD but in no event shall P-MRNRD employ others without the prior authorization of URNRD.

8. **Additional Services.** Web-hosting, E-mail, sharepoint and/or other electronic services requested from P-MRNRD by URNRD from time to time during the term of This Agreement, and not provided for by This Agreement, may be provided by P-MRNRD to URNRD at such times, in such manner and for such compensation as may be agreed upon in a written addendum to This Agreement executed by the General Managers of P-MRNRD and URNRD.

9. **Term and Effective Date.** This Agreement shall have an initial term of one calendar years, commencing on June 1st, 2010, that may be renewed from year to year upon such terms and conditions as may be agreed upon in a written addendum to This Agreement executed by the General Managers of P-MRNRD and URNRD; provided, however, either such party may cancel This Agreement on thirty (30) days written notice to the other party, transmitted by certified mail or personal delivery.

**UPPER REPUBLICAN NATURAL  
RESOURCES DISTRICT**

BY \_\_\_\_\_  
**General Manager**

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

BY \_\_\_\_\_  
**General Manager**



Perkins Chase and  
Dundy Counties  
Headquarters In Imperial

Upper Republican  
NATURAL RESOURCE DISTRICT

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135 W. 5th St.  
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April 29, 2010

Mr. John Winkler  
Papio Missouri River NRD  
8901 So 154 St  
Omaha, NE 68138

Mr. Winkler: *John*

Thanks for the opportunity to explore the idea of working together to reduce IT management costs. Finding reliable part-time IT experts in rural areas can be quite challenging for many of the smaller NRDs. I am excited to explore a partnership that I think can be a win-win for both of our Districts. We would have access to reliable, competent IT experts and could potentially see savings from volume discounts on IT and software items. Likewise, I would hope that you could benefit from increased utilization of IT employees, as well as recoup costs associated with underutilized IT assets. I'm confident that we can work together via an interlocal agreement to benefit both of our Districts. If you have any additional questions or thoughts, please don't hesitate to call.

Sincerely,

Jasper Fanning  
General Manager