

INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 4

This is a Schedule issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services, effective _____, 2011. Delivery of Services under this Schedule shall be performed in accordance with the general terms and conditions of the above referenced InterAgency Agreement and more particularly as described below:

1. Service Title: Shared Infrastructure Manager

2. Service Description: County will provide Infrastructure Manager who will facilitate Supervision and management of the Infrastructure Team of the City of Ann Arbor Information Technology Services Unit

3. Provider:

Washtenaw County

4. Subscriber(s):

City of Ann Arbor

5. Provider Responsibilities:

The County will provide the City with competent personnel to perform the following service functions:

- Supervision and management of the Infrastructure Team of the City of Ann Arbor Information Technology Services Unit.
- Personnel provided by the County to the City to provide the above-referenced service shall consist of an Information Technology Services Unit Service Delivery Manager (“Manager”). Manager’s duties and responsibilities will be consistent with the City of Ann Arbor Job description entitled “ITSU Service Delivery Manager” (Job Code 403550), and hereby incorporated herein. Duties in the job description shall be performed for the City under this Schedule.
- Manager will perform the duties and responsibilities of ITSU Service Delivery Manager for and on behalf of the city of Ann Arbor for 50% of all hours worked over the term of the contract.
- The County will provide to the City a Manager who is capable, to the City’s satisfaction, of performing the services specified under this Schedule.
- The County will employ and compensate Manager, maintain all required human resources and compensation records, compute Manager’s compensation and withhold and pay all required employment taxes, pay all required worker’s compensation, unemployment compensation, overtime and fringe benefits required by law or pursuant to

County policy. County will also perform such other duties and obligations as required to comply with any and all applicable federal, state and local statutes, ordinances, rules and regulations, including without limitation, the maintenance of appropriate worker's compensation insurance, compliance with OSHA/MIOSHA requirements, and compliance with all applicable federal and state employment laws.

- The City will provide County with office space for Manager in the City facility located at 100 North Fifth Avenue, or another mutually agreeable location to be provided by the City.

6. Subscriber Responsibilities:

- The City will pay the County for services performed under this Agreement up to \$81,577, to be paid based on 50% of the Manager's salary and benefits. Payment shall be made annually following receipt of an invoice submitted by the County and approved by the City's Information Technology Director or the City Administrator's designee. Payment for services shall be made within 30 days of receipt of invoice. In addition, the City will pay the County 50% of all training costs for Manager. Future increases in compensation will be mutually agreed upon by both parties.
- It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the county may be entitled for services under this Agreement.

7. Duties of Manager:

- The Manager will be responsible for the daily supervision of employees of the Infrastructure Team of the city of Ann Arbor Information Technology Services Unit.
- The Manager will perform all services under this Agreement in accordance with all applicable rules, policies and procedures of the City.
- The Manager will make decisions regarding the management of city employee, with the advice and consent of the City Information technology Director, or other designee of the City Administrator.
- Manager shall not disclose confidential information of the city or regarding City officers and employees to any County employee or other person, and will sign a Confidentiality Agreement, consistent with this provision, satisfactory to the City Attorney. Manager shall not disclose confidential information of the County or regarding County officers and employees to any City employee or other person.
- Manager shall advise the Information Technology Director or the City Administrator's designee, of any media requests pertaining to City related business activity, generally or

by FOIA request, for interviews, statements or other documents so that the most appropriate City official may provide a response to the request.

8. Supervision of Manager

- The Manager will be supervised by the City's Information Technology Director, or the City Administrator's designee, for the City, and by the County Information Technology Director or the County Administrator's designee, for the County.
- The Manager will report to the City's Information Technology Director, or the City Administrator's designee, for City related business activity, and to the County's Information Technology Director or the County Administrator's designee, for County related business activity.
- The supervisors of Manager for City and County shall jointly set work priorities for Manager.
- The Manager will keep time records showing the hours worked under this Agreement. Time records must comply with timekeeping procedures of both the City and the County and must separate time spent on City and County business activities. All time records must be submitted to the City and County biweekly for review.
- The supervisors of Manager for City and County will jointly write and administer performance reviews for the Manager.
- Manager will at all times remain an exclusive employee of the County. Manager is not to be considered a regular, temporary, hourly or casual employee of the City for any purpose.
- City and county will each pay 50% of all training costs for Manager, except for internal training offered by the City or County which shall be paid by the City or County respectively.

9. Manager's Supervision of City Information Technology Services Unit Employees:

- Manager will supervise, evaluate and discipline employees of the City Information Technology Services Unit under his/her direction in accordance with all rules, policies and procedures of the City.
- City and County employees under the supervision of Manager shall keep time records indicating any time, if any working on joint City and County projects.

10. Managers Compensation & Taxes:

- County accepts exclusive liability for Manager compensation and benefits for services performed under this Agreement. County accepts exclusive liability for all applicable payroll taxes, including social security, federal, state and city income tax withholding,

federal and state unemployment taxes, and any penalties and interest on such payroll taxes, resulting from amounts paid to any persons used by County in performing Services under this Agreement. Such persons will in no event be the employees of the City. County agrees to indemnify City from any and all taxes under Section 4980B of the Internal revenue Code and any penalties and interest thereon, resulting from failure of County to satisfy the continuation coverage requirements provided in Section 4980B of the Internal Revenue Code with respect to County's group health plans, if any, applicable to persons used by County in performing services under this Agreement. County must pay all income, single business, sales, use, property, and any other taxes, assessments and fees arising out of County's performance of services under this Agreement, and must indemnify City for all such taxes, assessments and fees and any penalties and interest on such taxes, assessments and fees levied against City or which City may be required to pay.

11. Equal Access:

- The County shall provide the services set forth in this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, height, weight, marital status, physical handicap, or age.

12. Equal Employment Opportunity:

- In providing services under this Agreement the County will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business.)
- The County acknowledges that the county and the city have adopted ordinances and/or policies to eliminate discrimination based on sex, race, sexual orientation, or a handicap in the hiring of applicant and the treatment of employees. The County agrees to post notices containing their policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the City, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

13. Conditions:

- This Agreement is conditioned upon the complete examination and review of all human resources files and records for the Manager, and all of the county's terms and conditions of compensation and employment for the Manager, by the City's Information Technology Director and Human Resources Director. County shall provide said information to the City or an opportunity to review the information (at City's election) within three business days of execution of this Agreement. City shall complete its examination and review of this information within 7 business days of

receipt of said information from the county. If the City determines that Manager is not suitable to provide the services specified, this Agreement will not take effect, unless and until a suitable Manager, as determined by the City, is provided.

14. Written Policies:

- City will provide County and Manager with written copies of applicable policies and procedures regarding services under this Agreement. County will provide City with written copies of applicable policies and procedures. Such policies will comply with all federal, state and local government laws and regulations, and applicable collective bargaining agreements.

15. Conflict of Interest:

- On matters that could involve an actual or perceived conflict of interest between the City and County, Manager shall disclose all pertinent facts relating to the potential conflict to the City Information Technology Director or City Administrator’s designee, and the County Information Technology Director or the County Administrator’s designee, who will advise Manager regarding resolution of the conflict.

16. Termination:

- Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate.

17. Subscriber Fee:

- **Annual Fee Due Provider:** \$81,577
- **Date Due:** December 31st of each year beginning December 31, 2011
- **Expiration Date:** June 30, 2015

18. Reference Material: N/A

Subscriber
CITY OF ANN ARBOR

Provider
WASHTENAW COUNTY

By: _____
Tom Crawford (Date)
Interim City Administrator

By: _____
Verna McDaniel (Date)
County Administrator

APPROVED AS TO SUBSTANCE

ATTESTED TO:

Daniel Rainey
Director, Information Technology

Lawrence Kestenbaum (DATE)
County Clerk/Register

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Stephen K. Postema, City Attorney

James McFarlane
Manager, Information Technology

APPROVED AS TO FORM:

Stephen K. Postema, City Attorney

Curtis N. Hedger
Office of Corporation Counsel