

## INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES

### Schedule 26 Data Center Services

This is a Schedule issued under the terms and conditions of Inter-Agency Agreement for Collaborative Technology and Services, effective October 1, 2025. Delivery of Services under this Schedule shall be performed in accordance with the general terms and conditions of the above referenced Inter-Agency Agreement and more particularly as described below:

- 1. Service Title:** Data Center Services
  
- 2. Service Description:** Provide facilities and facility services necessary for the proper operation of two Data Centers. Services include hardware collocation, managed power distribution, backup power systems, access control services, temperature and humidity control and access to telecommunications infrastructure.
  
- 3. Provider:** City of Ann Arbor
  
- 4. Subscriber(s):** Washtenaw County
  
- 5. Provider Responsibilities:**
  - Provider will use commercially reasonable efforts to ensure that the temperature of incoming air into cold aisles in Data Center Services area will remain between 64 and 78 degrees Fahrenheit, and relative humidity will remain between 30% and 70%. This commitment does not apply to localized conditions within a particular customer cabinet, cage, rack or other enclosed space.
  - Provider will use commercially reasonable efforts to have AC power provided for Data Center Services available 100% of the time through generators and Uninterruptible Power Supply (UPS).
  - Provider will use commercially reasonable efforts to ensure that access to Customer's Data Center Services facility(s) will be monitored and restricted at all times. Security to the facility is maintained via security card and video surveillance. Provider will provide a process to ensure that only those with the authority are given access to the Data Center.
  - To the extent not in conflict with this Schedule, Provider shall meet all obligations described and previously agreed to in the City of Ann Arbor- Washtenaw County License Agreement the terms of which are incorporated here as if stated and continue in full force and effect as part of this Schedule.
  
- 6. Subscriber Responsibilities:**
  - The Subscriber is responsible for providing a Point of Contact for all Provider Communications.
  - The Subscriber is responsible to notify Provider of any staffing changes and to recover any security cards issued to former staff members.
  - To the extent not in conflict with this Schedule, Subscriber shall meet all obligations described and previously agreed to in the City of Ann Arbor- Washtenaw County License Agreement; the terms of which are incorporated here as if stated and continue in full force and effect as part of this Schedule.
  - The Subscriber agrees to split expenses for larger improvements and replacements to necessary equipment. Provider will provide as much notice as possible for budgetary purposes.

**7. Performance Expectations:**

- Any major planned service outages will be discussed with Subscriber at a minimum 10 business days prior planned service outages.
- Provider shall provide 4 hour response and best effort resolution on emergency service requests.

**8. Maintenance Schedules (Scheduled & Critical):**

- Scheduled Maintenance: Scheduled (non-emergency) maintenance causing service interruptions will be performed between the hours of 6 PM to 6 AM local time. Normal maintenance includes (1) upgrades of hardware and software; (2) upgrades to capacity; (3) network activity that may degrade the quality of service or cause service interruptions. Maintenance being performed without disruption to room operations may be performed during business hours.
- Critical Maintenance: Critical maintenance may be performed at any time to correct network conditions that require immediate attention. Critical maintenance is performed at the discretion of the Provider and may degrade or disrupt service. All reasonable business efforts will be attempted to notify the Customer's designated point of contact as is reasonably practicable under the circumstance.

**9. Communications Protocol:**

- Scheduling of planned service outages will be communicated through email addressed to Subscriber Point of Contact no later than 10 working days prior to planned service outages.

**10. Role of Contractors:**

- Contractors providing services to the Data Center or Subscriber's equipment located within the Data Center will have access to the Data Center as per current license agreement. This access shall be limited and managed by the Provider.

**11. Term:**

- Schedule coincides with current maintenance agreement with Emerson Network Power. This schedule will automatically renew for an additional three years.

**12. Transition to Cloud Services:**

In the event the Provider elects to transition its technology infrastructure away from on-premise Data Center Services to cloud-based services, the Provider shall provide the Subscriber with reasonable advance written notice of such transition. The Provider further agrees to cooperate in good faith with the Subscriber during this transition to facilitate the orderly relocation of the Subscriber's equipment and services to an alternative facility. The parties acknowledge that no specific minimum notice period is guaranteed; however, the Provider will use commercially reasonable efforts to provide the Subscriber with sufficient time to make alternative arrangements in light of the scope and complexity of the transition.

**13. Termination Notice Requirement:**

The Service Provider shall provide the Client with no less than six (6) months prior written notice of its intent to cease or materially reduce datacenter operations or services. Failure to provide such notice shall constitute a material breach of this Agreement.

**14. Fees:**

- Fee calculations are based equal share of actual cost of operating the data center between Provider and Subscriber(s).

**Annual Subscriber Fee Total: \$63,523.30**

Annual Subscriber Fee includes the following applicable fees:

- Annual Operations and Maintenance Fees: \$28,298.34
- Annual Utility Fee: \$33,709.30
- Annual Staff Labor Fee: \$1,515.66

Major capital expenditures in support of the services included in this agreement (including, but not limited to, replacement of UPS systems, CRAC units, or other critical infrastructure) will be mutually agreed upon in advance and billed at cost, with such costs to be allocated seventy-five percent (75%) to the Provider and twenty-five percent (25%) to the Subscriber.

On an annual basis, either Provider or Subscriber may request a recalculation of fees based on actual costs using the same cost methodology as was used to develop this schedule. Request must be made in writing 60 days prior to the Invoice Date.

**Invoice Date:** October 15th Every Year for 3 Years beginning October 15, 2025.

**Cost Methodology**

<b>Annual Actual Operations and Maintenance Costs for Data Centers and Communications Room</b>		
<b>Cost Elements</b>	<b>Vendor</b>	<b>Annual Cost</b>
Data Center Cleaning		
<ul style="list-style-type: none"> <li>• Justice Center</li> <li>• Wheeler</li> </ul>	Access Michigan	\$4,150.00
Data Center Preventative Maintenance Services, Justice Center and Wheeler <sup>1</sup>		
<ul style="list-style-type: none"> <li>• UPS 2x yearly</li> <li>• Battery 2x yearly</li> <li>• CRAC 2x yearly</li> <li>• CRAC seasonal cleaning 2x summer</li> </ul>	Hedrick Associates	\$52,446.67
	Total <sup>3</sup>	<b>\$56,596.67</b>
City of Ann Arbor Annual Cost (50%) <sup>3</sup>		<b>\$28,298.34</b>
Washtenaw County Annual Cost (50%) <sup>3</sup>		<b>\$28,298.34</b>
<sup>1</sup> Actual annual costs from Hedrick Associates agreement January 2025.		

Cost Model Elements	E(kWh)*	Avg. Power Supply Charge (kWh)	Estimated Annual Electricity Costs <sup>4</sup>
Justice Center Primary Data Center	415,600	\$0.104	\$43,222.40
Wheeler Center Secondary Data Center	246,900	\$0.098	\$24,196.20
<b>Total</b>			<b>\$67,418.60</b>
<b>City of Ann Arbor Annual Cost (50%)<sup>4</sup></b>			<b>\$33,709.30</b>
<b>Washtenaw County Annual Cost (50%)</b>			<b>\$33,709.30</b>
<p>*Energy E in kilowatt-hour (kWh) is equal to the power in kilowatts (kW), times the time period t in hours (hr.)</p> <p><sup>1</sup>Average power supply charges were averaged based upon actual invoices from Detroit Edison (Rate 220), including service charges.</p> <p><sup>2</sup>kWh is based upon actual metering and operations running 24 hours per day, 365 days per year.</p> <p><sup>3</sup>Verified by metering.</p> <p><sup>4</sup>Verified by metering.</p>			

<b>Staff Labor for Administration of Data Centers</b>			
<b>Position</b>	<b>T (hr)</b>	<b>Staff Rate</b>	<b>Annual Cost</b>
Infrastructure Specialist	28	\$63.00	\$1,764.00
Infrastructure and Cybersecurity Manager	12	\$105.61	\$1,267.32
<b>Total</b>			<b>\$3,031.32</b>
<b>City of Ann Arbor Annual Cost (50%)</b>			<b>\$1,515.66</b>
<b>Washtenaw County Annual Cost (50%)</b>			<b>\$1,515.66</b>

<b>Invoicing and Payment Schedule by Provider, Subscriber Fiscal Year</b>			
<b>Calendar Year</b>	<b>Provider Fiscal Year</b>	<b>Subscriber Fiscal Year</b>	<b>Invoice Date</b>
2025	July 1, 2025 – June 30, 2027	October 1, 2025 – September 30, 2026	October 15, 2025
2026	July 1, 2026 – June 30, 2027	October 1, 2026 – September 30, 2027	October 15, 2026
2027	July 1, 2027 – June 30, 2028	October 1, 2027 – September 30, 2028	October 15, 2027

**Expiration Date:** September 30, 2028

The undersigned may extend the Term for one (1) additional Three (3) year period (the "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the Renewal Term unless one of the parties notifies the other of its intention not to renew prior to commencement of the succeeding Renewal Term through an advanced written notification to the other parties, to be sent no later than One Hundred and Eighty (180) days prior to the expiration of the Term.

**Signatures:**

**PROVIDER:**

CITY OF ANN ARBOR

**SUBSCRIBER:**

WASHTENAW COUNTY

By: \_\_\_\_\_  
Milton Dohoney, Jr. (Date)  
City Administrator

By: \_\_\_\_\_  
Gregory Dill (Date)  
County Administrator

ATTESTED TO:

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Joshua Baron, Director (Date)  
Information Technology

By: \_\_\_\_\_  
Jeffrey Rose, ITS Director (Date)  
Office of Infrastructure Management

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Atleen Kaur, (Date)  
City Attorney

By: \_\_\_\_\_  
Michelle Billard (Date)  
Office of Corporation Counsel