

## INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 1

This is a Schedule issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services, effective May, 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:** Data Center Services

- 2. Service Description:** Provide facilities and facility services necessary for the proper operation of a 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 open space 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 to for Data Center Services available 100% of the time through generators and Uninterruptible Power Supply (UPS).
- Provider will use commercially reasonable efforts ensure that access to Customer's Data Center Services facility(s) will be monitored and restricted at all times. Efforts to ensure 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, including but not limited to the payment of the annual fee provided for in provision 11 below.

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**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 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.
- **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. Subscriber Fee:**

- **Annual Fee Due Provider:** \$32,500
- **Date Due:** February 1<sup>st</sup> of each year
- **Expiration Date:** 2014

**12. Reference Material:** City of Ann Arbor- Washtenaw County License Agreement

Provider  
CITY OF ANN ARBOR

Participant  
WASHTENAW COUNTY

By: Tom Crawford 5/15/11  
Tom Crawford (Date)  
Interim City Administrator

By: Verna J. McDaniel 6-14-11  
Verna McDaniel (Date)  
County Administrator

APPROVED AS TO SUBSTANCE

ATTESTED TO:

Lawrence Kestenbaum 6/14/11  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

Daniel Rainey  
Daniel Rainey  
Director, Information Technology

James McFarlane  
James McFarlane  
Manager, Information Technology

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Stephen K. Postema  
Stephen K. Postema, City Attorney

Curtis N. Hedger 6-6-11  
Curtis N. Hedger  
Office of Corporation Counsel