

## INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 36

This is a Schedule shall be treated as if it was issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services as amended (“IACS Agreement”), which is incorporated as if fully set forth herein, regardless of whether Subscriber is a valid Participant under the IACS Agreement. This Schedule 36 shall be effective July 1, 2020. In the event that any term of this Schedule conflicts with any term in the IACS Agreement, the term of this Schedule shall prevail. Upon its valid execution, this Schedule 36 shall supersede and replace Schedule 21 (as amended).

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:** Network Infrastructure Services (Connectivity, Administration and Monitoring).
2. **Service Description:** City of Ann Arbor currently provides network connectivity services to the following Downtown Development Authority (DDA) parking structures utilizing the city’s older Signs & Signals fiber optic network:
  - 4<sup>th</sup> and Washington St.
  - 4<sup>th</sup> and William St.
  - First and Washington St.
  - Liberty Square
  - Underground Parking Deck

The City of Ann Arbor and the DDA have a separate Fiber and Conduit Use Agreement in place (dated October 5, 2017, as amended) that provides the DDA dark fiber on the city’s new fiber optic network to connect parking structures. Over time, the DDA will transition the parking structure on the city’s older fiber optic network to the new city fiber optic network, pursuant to Amendments to Exhibit A of such Fiber and Conduit Use Agreement. When any of the parking structures listed above are so transitioned (and on the effective date of the related amendment to Exhibit A of such Fiber and Conduit Use Agreement), the above list and related Subscriber Fees (Section 11, below) shall be updated automatically.

Please note, the networking services provided to DDA Parking Structures on the older city fiber optic network are not based on dedicated, exclusive use of fiber optic strands or edge switch equipment and rely upon a combination of fiber optic connections coupled with “virtualized” networking technology to provide secure network connectivity.

3. **Provider:**  
City of Ann Arbor

4. **Subscribers(s):**  
  
Downtown Development Authority (DDA)

5. **Provider Responsibilities:**

- Provider will actively administer, monitor and maintain network services for DDA parking garages on a commercially reasonable effort basis to ensure reliable network connections are provided for each parking garage.
- Provider will use commercially reasonable efforts to ensure service remains available, 24 hours/day, 7 days a week, 365 days a year, excluding published scheduled maintenance times.
- Provider will supply needed maintenance to keep edge switches secure and reliable for high availability.

**6. Subscribers Responsibilities:**

- The Subscriber is responsible for providing a Point of Contact for all Provider Communications.
- Subscriber will work with provider to ensure connectivity is maintained in a safe and reliable manner and to test connectivity when requested.
- If Subscriber has advanced notice that construction activities may impact network services at DDA parking structure facilities, Subscriber is responsible for notifying Provider 30 days in advance.

**7. Performance Expectations:**

- Any major planned service outages will be discussed with Subscribers at a minimum 10 business days prior planned service outages and a mutually agreed upon schedule will be implemented.
- Provider and Subscribers will communicate all relevant changes to the other party.
- Both the Provider and Subscribers will work equally and collaboratively to support networking equipment.

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

- **Scheduled Maintenance:**  
Routine maintenance and repair shall be performed by or under the direction of Provider or its contractor, at Provider's reasonable discretion and in accordance with industry standards.
- **Unscheduled Maintenance:**  
Provider's Maintenance personnel shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Provider shall respond on a reasonable effort basis and strive to respond to an outage within 4 hours, but shall not guarantee response (physical or virtual) within four (4) hours after the time Provider becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events.
- Provider shall maintain a telephone number to contact Provider for maintenance and shall provide such number to Subscriber. That telephone number for the Information Technology Services Help Desk, which is (734) 794-6550. In the event the contact number changes, Provider shall notify Subscriber of the change in writing.

**9. Communications Protocol:**

- Scheduling of planned service outages will be communicated and confirmed through email addressed to Subscribers Points of Contact no later than 10 business days prior to planned service outages.

**10. Term:**

- This agreement shall commence on July 1, 2020 and end on June 30, 2025. The Schedule shall renew automatically on July 1, 2025 unless either party gives thirty days' notice to the other party of its intent to not renew.

**11. Subscribers Fee:**

**Network Infrastructure Services**

- Monthly Connectivity Rate - **\$100.06 month/site**
- Annual Rate - **\$1,272.00 per annum/site**

**Network Administration and Monitoring Services**

- Monthly Rate - **\$169.50 month/site**
- Annual Rate) - **\$2,034.00 per annum/site**

<b>Number of Parking Structures</b>	<b>Annual Network Infrastructure Rate</b>	<b>Annual Network Admin Monitoring Rate</b>	<b>Subtotal/ Fiscal Year</b>
5	\$1,272.00	\$2,034.00	\$3,306.00
<b>TOTAL ANNUAL COST</b>			<b>\$16,530.00</b>

- **Payment Date Due:** March 1, 2021 and annually on March 1 until expiration date of agreement.
- **Expiration Date:** June 30, 2025

Provider:  
City of Ann Arbor

Subscriber:  
Downtown Development Authority (DDA)

By: \_\_\_\_\_  
Tom Crawford (Date)  
City Administrator

By: Maura Thomson 1/5/2021  
Maura Thomson (Date)  
Interim Executive Director

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Matthew Horning, Interim CFO/Finance  
and  
Admin. Services Administrator

\_\_\_\_\_  
Tom Shewchuk, IT Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen K. Postema, City Attorney