

**INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY & SERVICES**  
**Schedule 37 – Merit Network Shared Internet Connection**

This is a Schedule issued under the terms and conditions of Interagency Agreement for Collaborative Technology and Services. This Schedule is effective August 1, 2020. 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 particular as described below:

1. **Service Title:** Merit Networks Shared Internet Connection
2. **Service Description:** Internet service connection and related services provided through Merit Network, Inc. as outlined in Attachment A. Contract term is for three (3) years with the option to automatically renew upon receipt of Merit consolidated invoice for an additional three (3) year service. Service, provisioning, and maintenance of access connection is provided through the Merit Network, Inc.
3. **Provider:** Merit Network, Inc. and Washtenaw County
4. **Subscriber:** Washtenaw County, City of Ann Arbor, and Ann Arbor Area Transportation Authority (AAATA)
5. **Provider Responsibilities:** Washtenaw County, City of Ann Arbor, and (AAATA) with equal access to Merit Network Inc.'s internet access connection; provider, along with Subscribers will use reasonable efforts to ensure service remains available 24 hours a day, 7 days a week, 365 days a year, excluding published scheduled maintenance times. Invoices will be upon receipt of invoice from Merit Network, Inc.; see Section 11 Subscriber Fees.
6. **Subscriber Responsibilities:** providing their own single point of contact and back up point contact for all Provider communications and notifications; adhere to Merit Network, Inc. Acceptable Use Policy as out lined in Attachment "A" of service contract; provide facilities access as required to facilitate the repair, maintenance, and restoration of service; provide backup staff support for unplanned outages and general maintenance when staff is out of the office; responsible for all internal and external network connections, Merit Network, Inc. connection fees, network protocols and network services after Providers POP; and will handle on an annual basis pay 1/3 of total network access charges.
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. Emergency service will be provided by the Provider or service provider. All attempts will be made to contact Subscribers within the context of available and viable communications in the event a network service interruption is unavoidable. Provider and Subscribers will communicate all relevant changes to the other party. Both the Provider and Subscribers will work equally and collaboratively to support network service connections and equipment. Internet service access is expected to remain available 24 hours a day, 7 days a week, 365 days a year, excluding published scheduled maintenance times.
8. **Maintenance Schedules (Scheduled and Critical):**

**Scheduled Maintenance:** Scheduled (non-emergency) maintenance will be performed between the hours of 6 p.m. to 6 a.m. local time based on a mutually agreeable schedule.

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**Critical Maintenance:** Critical maintenance may be performed at any time to correct operating 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 Subscribers' designated point of connect as is reasonably practicable under the circumstance.

9. **Communication 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.

**Point of contacts:****Washtenaw County**

Help desk, 734.222.3737

Christopher Noyed, 734.222-6637

**City of Ann Arbor**

On call/after hours: 734-883-6312

Tom Shewchuk: 734.794.6550

**Ann Arbor Area Transportation Authority**

Help desk: 734-794-1798

Mike Blackston: 734-777-2040

10. **Role of Contractors:** Provide internet access service as outlined to Merit affiliate per service agreement.

**11. Annual Fee for 1 Gbps Bandwidth:**

Due Date	Dates Covered	Total	Fee for Each Party
Upon receipt	08/01/20 – 07/31/21	\$38,880.00 + \$250.00* = \$39,130.00	\$13,043.33
Upon receipt	08/01/21 – 07/31/22	\$38,880.00	\$12,960.00
Upon receipt	08/01/22 – 07/31/23	\$38,880.00	\$12,960.00

\*One-time administrative fee.

Payment due within 30 days.

12. **Additional Fees:** Any fees in additional to the annual subscription charges will be allocated equitably among Washtenaw County, City of Ann Arbor, and AATA.
13. **Term:** This agreement begins on August 1, 2020 and will end July 31, 2023 and will automatically renew thereafter.
14. **Reference Material(s):** Attachment A: Merit CR 51047 and Attachment B: Merit CR 51047.1.
15. **Acceptance of Agreement – Signatures:** All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

**Merit Network Shared Internet Connection – Schedule ~~30~~**

**ATTESTED TO:**

\_\_\_\_\_  
Lawrence Kestenbaum    DATE  
Clerk/Register

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Christopher Noyed    DATE  
IT Manager

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Andrew DeLeeuw    DATE  
Interim Infrastructure Manager


**CITY OF ANN ARBOR  
APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Tom Crawford    DATE  
Ann Arbor City Administrator

**CITY OF ANN ARBOR  
APPROVED AS TO CONTENT:**

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

**ANN ARBOR AREA TRANSPORTATION  
AUTHORITY  
APPROVED AS TO CONTENT:**

    12-14-20  
\_\_\_\_\_  
Mike Blackston    DATE  
IT Manager

**WASHTENAW COUNTY:**

\_\_\_\_\_  
Gregory Dill    DATE  
County Administrator

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Nicole Hann    DATE  
Operations Manager


**CITY OF ANN ARBOR  
APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Matthew Horning    DATE  
Interim Chief Financial Officer

**CITY OF ANN ARBOR  
APPROVED AS TO FORM:**

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

**ANN ARBOR AREA TRANSPORTATION  
AUTHORITY  
APPROVED AS TO FORM:**

    12/31/2020  
\_\_\_\_\_  
John Metzinger    DATE  
Deputy CEO Finance and Administration