

INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 19a

This is a Schedule issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services, effective April 1, 2015. 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:** Merit Networks Shared Internet Connection
- 2. Service Description:** Internet service connection and related services provided through Merit Network, Inc. Contract term is for 3 years with an access rate of 200 Mbps provided through a direct fiber optic connection to Merit Network, Inc. point of presence (POP). Service, provisioning and maintenance of access connection is provided through Merit Networks, Inc.

3. Provider(s):

Merit Network, Inc (Provider)
Washtenaw County

4. Subscribers(s):

Washtenaw County
City of Ann Arbor
Ann Arbor Transportation Authority

5. Provider Responsibilities:

- Provider will supply Washtenaw County, City of Ann Arbor and AATA with equal access to Merit Network's internet access connection.
- Provider, along with the Subscribers will use commercially reasonable efforts to ensure service remains available 24 hrs/day, 7 days a week, 365 days a year, excluding published scheduled maintenance times.
- Provider will work with subscribers concerning any required service or maintenance which will/may cause any interruption in service.
- Provider is solely responsible for its equipment and continued maintenance and network monitoring.
- Provider will provide backup staff support for unplanned outages and general maintenance when staff is out of the office.
- Provider is responsible for its network service(s) and connections up to its POP or service hand off point.
- Washtenaw County will generate and manage invoicing of Subscriber billing on an annual basis. Invoices will be issued no later than 30 days prior to due date.

6. Subscribers Responsibilities:

- The Subscribers are responsible for providing a single point of contact and back up point contact for all Provider communications and notifications.
- Subscribers and staff will adhere to Merit Network, Inc Acceptable Use Policy as outlined in Attachment "A" of service contract.
- Subscribers will provide facilities access as required to facilitate the repair, maintenance and restoration of service.
- Subscribers will provide backup staff support for unplanned outages and general maintenance when staff is out of the office.
- Subscribers are responsible for all internal and external network connections, network protocols and network services after Providers POP.
- Subscribers will on an annual basis pay 1/3 of totally network access charges. All payments are due no later than October 30th of the current year.

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. 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 hrs/day, 7 days a week, 365 days a year, excluding published scheduled maintenance times.

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 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 contact as is reasonably practicable under the circumstance.

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. Role of Contractors:

- Provide internet access services as outlined to Merit affiliate per services agreement and attachments dated April 14, 2015.

11. Subscribers Fee:

Total annual fee of \$14,280 shared equally among parties

Due Date	Dates Covered	Each Party
4/30/2015	04/01/15 – 03/31/16	\$ 4,760
4/30/2016	04/01/16 - 03/31/17	\$ 4,760
4/30/2017	04/01/16 - 03/31/17	\$ 4,760

Additional Fees:

Any fees in addition to the annual subscription charge will be allocated equitably among Washtenaw County, City of Ann Arbor and AAATA.

12. Reference Material: N/A

Subscriber	Provider
CITY OF ANN ARBOR	WASHTENAW COUNTY
By: _____ Steve Powers (Date) City Administrator	By: _____ Verna McDaniel (Date) County Administrator
APPROVED AS TO SUBSTANCE _____ Tom Shewchuk, Information Technology Director	ATTESTED TO: _____ Lawrence Kestenbaum (DATE) County Clerk/Register
	APPROVED AS TO CONTENT:
APPROVED AS TO FORM:	_____ Andy Brush Information and Technology Manager
_____ Stephen K. Postema, City Attorney	APPROVED AS TO FORM:
	_____ Curtis N. Hedger Office of Corporation Counsel
Subscriber	
ANN ARBOR AREA TRANSPORTATION AUTHORITY	APPROVED AS TO CONTENT:
By _____ Michael Ford, Chief Executive Officer	_____ Dave Shirley Facilities Managert
Approved as to Substance _____ Dawn Gabay Deputy CEO	_____ Gregory Dill Director, Infrastructure Management

