

INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 29

This is a Schedule issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services, effective June 1, 2017. 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:** Dell/EMC Avamar Enterprise Backup and Recovery System
2. **Service Description:** This agreement is for a shared lease of an enterprise backup and recovery system: Dell/EMC Avamar, Dell/EMC lease 810-6711324-003 and Washtenaw County contract CR 44553.2.

The equipment that supports this service is outlined in Attachment A. Primary equipment will be located in the City of Ann Arbor data center, 301 E. Huron Street, Ann Arbor. Offsite replication and disaster recovery equipment will be located at the City of Ann Arbor Wheeler Center, 4251 Stone School Road, Ann Arbor.

3. **Provider:** Washtenaw County
4. **Subscribers(s):** City of Ann Arbor
5. **Provider Responsibilities:**
 - Provider will supply subscriber with network backup and recovery capacity as outlined in Attachment A.
 - Provider, along with the Subscribers will use 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 the Subscribers to ensure that regular patching and code updates are applied to keep the unit secure and reliable.
 - Provider will provide, at the minimum, view access into the configuration and monitoring utility for the system.
 - Provider will work with the Subscribers to ensure that data is placed at the optimum place for the unit to achieve maximum efficiency.
 - Provider will provide backup staff support for unplanned outages and general maintenance when staff is out of the office.
6. **Subscribers Responsibilities:**
 - The Subscribers are responsible for providing a point of contact for all Provider communications.
 - Subscribers will participate in all aspects of support including, but not limited to, patching, updates and upgrades.
 - Working with Vendor to resolve issues with their use of equipment.
 - Subscribers will provide backup staff support for unplanned outages and general maintenance when staff is out of the office.

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 this equipment.

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. Normal maintenance includes (1) upgrades of hardware and software and (2) upgrades to capacity.
- **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:

- Contractors providing services to the Provider's equipment located within the Data Centers will have access to the Data Centers as per Schedule 1 of the InterAgency Agreement for Collaborative Technology and Services. This access shall be limited and managed by the Provider of Schedule 26 - Data Center Services - Renewal (City of Ann Arbor).

11. Storage Capacity

- Provider and Subscriber have rights to 50% of system capacity.
- By mutual agreement, either party may temporarily use a portion of the other's capacity.
- If a long term use is anticipated, payment schedule will be modified to recognize actual usage.

12. Additional Partners

- Either Provider or Subscriber may provide services to other agencies using this system.
- Provider or Subscriber will provide capacity and services from their portion of overall system capacity.
- Services under such an agreement would be provided by the party making the agreement.

13. Subscribers Fee and Term:

- The total cost of the new Dell/EMC Avamar Enterprise Backup and Recovery System total cost is \$1,077,266, shared equally and paid through a 3 year lease with shared cost model identified below.

Payment Date	Period Covered	Annual Payment	Washtenaw Share	Ann Arbor Share	Annual Support
July 2017 (upon acceptance)	June 2017-May 2018	\$359,088.69	\$179,544.35	\$179,544.35	Included


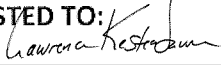
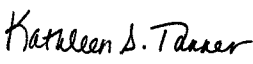


July 2018	June 2018-May 2019	\$359,088.69	\$179,544.35	\$179,544.35	Included
July 2019	June 2019-May 2020	\$359,088.69	\$179,544.35	\$179,544.35	Included
Totals		\$1,077,266.10	\$538,633.05	\$538,633.05	

Additional incidental costs in support of the services included in this agreement will be mutually agreed upon and billed at cost up to a maximum of up to 10% of total amount of this agreement.

14. **Term:** This agreement shall commence on June 1, 2017 for a period of 3 years. This agreement will renew annually unless and until either party provides 90 days written notice to discontinue

15. **Reference Material:**

- Attachment A: Dell Financial Services Lease
- Attachment B: Bill of Materials

Subscriber	Provider
CITY OF ANN ARBOR	WASHTENAW COUNTY
Howard Lazarus City Administrator	 11/01/2018 Gregory Dill County Administrator
APPROVED AS TO SUBSTANCE	ATTESTED TO:  11/02/2018 COUNTY CLERK
Tom Crawford, CFO/Finance and Administrative Services Administrator	Lawrence Kestenbaum County Clerk/Register
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Stephen K. Postema, City Attorney	 10/25/2018 Kathleen S. Tanner, IT Operations Manager Office of Infrastructure Management
	APPROVED AS TO CONTENT:  10/30/2018 Jason Fee, Manager Office of Infrastructure Management
	APPROVED AS TO CONTENT:  10/31/2018 PROXY SIGNED BY NICOLE HANN Dave Shirley, Director Office of Infrastructure Management

DELL Financial Services

WASHTENAW COUNTY, MICHIGAN
 LEASE PURCHASE SCHEDULE NO. 810-6741324-003
 TO MASTER LEASE AGREEMENT NO. 553829-4597

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO 553829-4597 ("Agreement") DATED 08/29/14 BETWEEN DELL FINANCIAL SERVICES LLC ("Lessor") AND WASHTENAW COUNTY, MICHIGAN ("Lessee")

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION See below or Exhibit "A" attached to and made a part hereof

PRODUCT SELLER EMC Corporation (US), 176 South Street, Hopkinton, MA 01748-9103

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
Exhibit A	Exhibit A	40715	36	06/01/17

Rent is payable Advance

Payment Period Annually

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A"

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined. The Commencement Date is determined as the first day of the month following the Acceptance Date. The first Rent payment under this Schedule will be due on the Commencement Date.

For purposes of this Schedule only, and notwithstanding anything to the contrary in Section 2(a) of the Agreement, the "Acceptance Date" of the Products subject to this Schedule shall be determined as follows: Promptly upon delivery of the Products subject to this Schedule, Lessee will inspect the Products, and not later than 30 days following the delivery date, Lessee will execute and deliver to Lessor either (i) a Certificate of Acceptance for the Products in the form provided by Lessor, or (ii) written notification of any defects in the Products. Unless Lessor receives written notification of any defects in the Products, Lessor shall conclusively deem the Products accepted by Lessee on the earlier of (a) the date of acceptance as indicated on the Certificate of Acceptance signed by Lessee or (b) the thirtieth day following the delivery date (either (a) or (b) above being the "Acceptance Date").

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement.

1 SECTION 4 RENT, TAXES, PAYMENT OBLIGATION

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof:

<u>Payment Number</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>	<u>Purchase Date</u>
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Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 11 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

For purposes of this Schedule, add paragraphs (j) through (t) as follows

(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor,

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code,

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule,

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule,

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof,

(o) No fund or account which secures or otherwise relates to the Rent has been established,

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes,

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code,

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made,

(s) To the best of our knowledge, information and belief, the above expectations are reasonable, and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation

Without limiting the generality of the foregoing, Lessee shall acknowledge any assignment of this Schedule in writing and complete an accurate record of all such assignments in a manner that complies with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder"

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12 WARRANTY ASSIGNMENT, EXCLUSION OF WARRANTIES, LIMITATIONS ON LIABILITY, FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d)

4. SECTION 17. OWNERSHIP, LIENS AND ENCUMBRANCES, LABELS

Insert at the end of this paragraph the following "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement, provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to

- (i) purchase the Products for \$1 00 at the end of the Primary Term,
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full, or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or unto Lessor

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever

5. COMPLETION OF SCHEDULE Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B"

APPROVED AS TO CONTENT

WASHINGTON COUNTY

Jason Lee
Jason Lee, Manager 10/23/2017

Andy Brush
Andy Brush, Deputy Director 10/18/2017

Dave Stanley
Dave Stanley, Director 10/23/2017
PROXY SIGNED BY NICOLE HANN

ATTESTED TO:
Lawrence Kestenbaum
Lawrence Kestenbaum, County Clerk/Registrar 10/26/2017

WASHINGTON COUNTY
Gregory Dill
Gregory Dill, Administrator 10/26/2017

APPROVED AS TO FORM
Curtis Hedger, Office of Corporation Counsel

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By *Kim Vodicka*
(Aul) Kim Vodicka Vice President

(Name) REVIEWED
By WAC/FR/KUC/IN/ES 2/12/11 on Sep 29, 2017
(Date)



Washtenaw County, Michigan
 Amortization Schedule 810-6711324-003
 Exhibit 'B'

Month	OPENING BALANCE	RENT	INTEREST	PRINCIPAL	BALANCE	PURCHASE PRICE
	1,054,127 97	359,088 69	-	359,088 69	695,039 28	(695,039 28)
1	695,039 28	-	1,267 98		696,307 26	-
2	696,307 26	-	1,270 29		697,577 55	-
3	697,577 55	-	1,272 61		698,850 17	-
4	698,850 17	-	1,274 93		700,125 10	-
5	700,125 10	-	1,277 26		701,402 36	-
6	701,402 36	-	1,279 59		702,681 95	-
7	702,681 95	-	1,281 92		703,963 87	-
8	703,963 87	-	1,284 26		705,248 14	-
9	705,248 14	-	1,286 61		706,534 74	-
10	706,534 74	-	1,288 95		707,823 69	-
11	707,823 69	-	1,291 30		709,115 00	-
12	709,115 00	359,088 69	1,293 66	357,795 03	351,319 97	359,088 69
13	351,319 97	-	640 92		351,960 89	-
14	351,960 89	-	642 09		352,602 98	-
15	352,602 98	-	643 26		353,246 25	-
16	353,246 25	-	644 44		353,890 68	-
17	353,890 68	-	645 61		354,535 30	-
18	354,536 30	-	646 79		355,183 09	-
19	355,183 09	-	647 97		355,831 06	-
20	355,831 06	-	649 15		356,480 21	-
21	356,480 21	-	650 34		357,130 55	-
22	357,130 55	-	651 52		357,782 08	-
23	357,782 08	-	652 71		358,434 79	-
24	358,434 79	359,088 69	653 90	358,434 79	0 00	359,088 69



CERTIFICATE OF ACCEPTANCE
SCHEDULE NO. 810-6711324-003 TO MASTER LEASE
AGREEMENT NO 553829-4597 DATED AUGUST 29, 2014
BETWEEN WASHTENAW COUNTY, MICHIGAN ("LESSEE") AND
DELL FINANCIAL SERVICES L L C ("LESSOR")

Lessee certifies that the Products leased under the above referenced Schedule have been delivered to the location specified on the Schedule, installed and/or found to be in good working order and are irrevocably accepted for use under the terms and conditions of the above referenced Master Lease Agreement and Schedule all on the Acceptance Date set forth below

Accepted _____ ("Acceptance Date")

Quantity Model/Mfg Feature Description New/Used Serial Numbers
See Exhibit A attached hereto and made a part hereof

APPROVED AS TO CONTENT

WASHTENAW COUNTY

[Signature]
Jason Fea, Manager 10/23/2017
PROXY SIGNED BY NICOLE HANN

[Signature]
Andy Brush, Deputy Director

[Signature]
Dave Shirley, Director 10/23/2017
PROXY SIGNED BY NICOLE HANN

ATTESTED TO
[Signature]
Lawrence Kestenbaum, County Clerk/Registrar 10/25/2017
COUNTY CLERK

WASHTENAW COUNTY
[Signature]
Gregory Dill, Administrator 10/26/2017

APPROVED AS TO FORM

Cut us Hedger, Office of Corporation Counsel

**SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
One Dell Way
Round Rock, TX 78682

Ladies and Gentlemen:

We are counsel to the WASHTENAW COUNTY, MICHIGAN (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. 553829-4597, dated as of August 29, 2014, and the Lease Purchase Schedule No. 810-6711324-003 to Master Lease Agreement No. 553829-4597 thereto, dated _____ as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,
*Authorized Signatory of Lessee under the Agreement.



CERTIFICATE OF ACCEPTANCE
SCHEDULE NO. 810-6711324-003 TO MASTER LEASE
AGREEMENT NO. 553829-4597 DATED AUGUST 29, 2014
BETWEEN WASHTENAW COUNTY, MICHIGAN ("LESSEE") AND
DELL FINANCIAL SERVICES L.L.C. ("LESSOR")

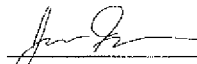
Lessee certifies that the Products leased under the above referenced Schedule have been delivered to the location specified on the Schedule, installed and/or found to be in good working order and are irrevocably accepted for use under the terms and conditions of the above referenced Master Lease Agreement and Schedule all on the Acceptance Date set forth below.

Accepted: _____ ("Acceptance Date")

Quantity Model/Mfg. Feature Description New/Used Serial Numbers
 See Exhibit A attached hereto and made a part hereof

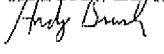
WASHTENAW COUNTY, MICHIGAN
 "Lessee"

APPROVED AS TO CONTENT:



 Jason Fee, Manager, OIM 10/23/2017
PROXY SIGNED BY NICOLE HANN

APPROVED AS TO CONTENT



 Andy Brush, Deputy Director, OIM 10/19/2017


APPROVED AS TO CONTENT



 Dave Shirley, Director, OIM 10/23/2017
PROXY SIGNED BY NICOLE HANN

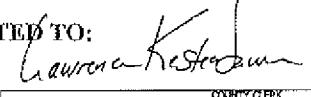
APPROVED AS TO FORM

 Curtis Hedger, Office of Corporation Counsel

WASHTENAW COUNTY


 Gregory Dill, Administrator 10/26/2017

ATTESTED TO:



 Lawrence Kestenbaum, County Clerk/Register 10/26/2017
COUNTY CLERK

44553.2



[Signature] 11/2/17



CERTIFICATE OF ACCEPTANCE
SCHEDULE NO. 810-6711324-003 TO MASTER LEASE
AGREEMENT NO. 553829-4597 DATED AUGUST 29, 2014
BETWEEN WASHTENAW COUNTY, MICHIGAN ("LESSEE") AND
DELL FINANCIAL SERVICES L.L.C. ("LESSOR")

Lessee certifies that the Products leased under the above referenced Schedule have been delivered to the location specified on the Schedule, installed and/or found to be in good working order and are irrevocably accepted for use under the terms and conditions of the above referenced Master Lease Agreement and Schedule all on the Acceptance Date set forth below.

Accepted: 11/2/17 ("Acceptance Date")

Quantity Model/Mfg. Feature Description New/Used Serial Numbers
See Exhibit A attached hereto and made a part hereof

WASHTENAW COUNTY, MICHIGAN
"Lessee"

APPROVED AS TO CONTENT:

[Signature]
Jason Fee, Manager, OIM
10/29/2017

APPROVED AS TO CONTENT

[Signature]
Andy Bush, Deputy Director, OIM
10/14/2017

APPROVED AS TO CONTENT

[Signature]
Dave Shirley, Director, OIM
10/12/2017

APPROVED AS TO FORM

Curtis Hedger, Office of Corporation Counsel

WASHTENAW COUNTY
[Signature]
10/16/2017

Gregory Dill, Administrator

ATTESTED TO:
[Signature]
10/16/2017
Lawrence Kestenbaum, County Clerk/Registrar



OFFICE OF CORPORATION COUNSEL

220 North Main, P O Box 8645
Ann Arbor, Michigan 48107-8645
(734) 222-6745
FAX (734) 222-6758
<http://www.ewashtenaw.org>

MEMORANDUM

October 31, 2017

Dell Financial Services, L L C
One Dell Way
Round Rock, Texas 78682

Ladies and Gentlemen.

My office is counsel to Washtenaw County, Michigan (the "Lessee") and, in that capacity I have examined the Master Lease Agreement No 553829-4597, dated as of August 29, 2014, and the Lease Purchase Schedule No 810-6711324-003 to the Master Lease Agreement No. 553829-4597 thereto dated as of October 26, 2017 (collectively, the "Agreement") between the Lessee and Dell Financial Services L L C (the "Lessor")

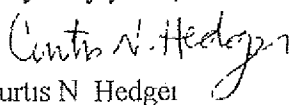
Based on my examination of the Agreement and such other examinations as I have deemed appropriate, I am of the following opinion.

- (a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute and/or constitutional provisions of the State of Michigan and is a state or political subdivision as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated and to perform all of its obligations under the Agreement,
- (b) The Agreement has been duly authorized, executed and delivered by Gregory Dill, County Administrator of Washtenaw County, Andy Brush, IT Manager and Tom Fielder, Infrastructure Technology Supervisor, all of whom are acting pursuant to authority granted to them under Washtenaw County's Purchasing Policy adopted by the Washtenaw County Board of Commissioners in 2012 (Resolution #12-0178),

- (c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms,
- (d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and related transactions,
- (e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and related transactions,
- (f) The execution and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or
- (g) constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement,
- (h) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of Michigan,
- (i) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of my knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement, and
- (j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement

Very truly yours,


Curtis N Hedge