

INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY & SERVICES
Schedule 30 – 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, 2017 and replaces Schedule 19. Delivery of services under this Schedule shall be performed in accordance with the general terms and conditions of the above referenced Interagency Agreement, as amended, 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. as outlined in Attachment A, which is incorporated herein. Contract term is for six (6) years with the option to automatically renew, subject to extension of the Interagency Agreement. Service, provisioning, and maintenance of access connection is provided through the Merit Networks, Inc.
3. **Provider:** Merit Networks, Inc. and Washtenaw County
4. **Subscriber:** Washtenaw County, City of Ann Arbor, and Ann Arbor Area Transportation Authority (AAATA)
5. **Provider Responsibilities:** Provide Washtenaw County, City of Ann Arbor, and AAATA with equal access to Merit’s Network’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 due net thirty upon receipt of invoice from Merit Networks, 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 outlined 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
Andy Brush, 734.323-4550

City of Ann Arbor

Tom Shewchuk, IT Director: 734-794-6000 EXT. 45510
On Call/after hours: 734-883-6312

Ann Arbor Area Transportation Authority

Help Desk: 734-794-1798
Jan Black: 734-777-2040

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

11. Subscriber Fee:

Due Date	Dates Covered	Total	Fee for Each Party
Upon receipt	08/01/2017 – 07/31/2018	\$14,280.00	\$4,760.00
Upon receipt	08/01/2018 – 07/31/2019	\$20,590.00	\$6,863.34
Upon receipt	08/01/2019 – 07/31/2020	\$20,340.00	\$6,780.00
Upon receipt	08/01/2020 – 07/31/2021	\$20, 340.00	\$6,780.00
Upon receipt	08/01/2021 – 07/31/2022	\$20, 340.00	\$6,780.00
Upon receipt	08/01/2022 – 07/31/2023	\$20, 340.00	\$6,780.00

Payment is due within 30 days.

Fees after 2022 will be calculated once Merit send invoice to Washtenaw County. Any rebates or refunds to Washtenaw County related to Merit Network, Inc. performance issues will be shared equitably among Subscribers

- 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 schedule begins on August 1, 2017 and ends July 31, 2023, subject to the extension of the Interagency Agreement. This schedule may automatically renew unless a subscriber objects in writing to Washtenaw County forty five (45) days in advance of renewal date stated in Attachment A.

- 14. Reference Material:** Merit contracts 44735 & 51047 and Merit invoices CI-00021 (dated August 4, 2017), and 81192 (dated January 8, 2019).

