

Rev

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 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 Subscriber, 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.

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

**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. **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 Biush, 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	\$6,780.004
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 addition 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)

Merit Network Shared Internet Connection – Schedule 30

15 Accepts of Agreement – Signatures: All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement

ATTESTED TO:  
*Lawrence Kestenbaum* 06/21/2019  
 \_\_\_\_\_  
 Lawrence Kestenbaum DATE  
 Clerk/Register

WASHTENAW COUNTY:  
*Gregory Dill* 06/20/2019  
 \_\_\_\_\_  
 Gregory Dill DATE  
 County Administrator

APPROVED AS TO CONTENT:  
*Dave Shulcy* 06/17/2019  
 \_\_\_\_\_  
 Dave Shulcy DATE  
 Director

APPROVED AS TO CONTENT:  
*Chris Noyed* 06/11/2019  
 \_\_\_\_\_  
 Chris Noyed, IT Operations Manager DATE

APPROVED AS TO CONTENT:  
*Jason Fee* 06/11/2019  
 \_\_\_\_\_  
 Jason Fee DATE  
 Infrastructure Manager

APPROVED AS TO FORM:  
 \_\_\_\_\_  
 Curtis Hedger DATE  
 Corporation Counsel

CITY OF ANN ARBOR  
 APPROVED AS TO CONTENT:  
*Howard Lazarus* 05/26/2019  
 \_\_\_\_\_  
 HOWARD LAZARUS, CITY ADMINISTRATOR

CITY OF ANN ARBOR  
 APPROVED AS TO CONTENT:  
*Tom Crawford* 05/16/2019  
 \_\_\_\_\_  
 TOM CRAWFORD, CHIEF FINANCIAL OFFICER

CITY OF ANN ARBOR  
 APPROVED AS TO FORM:  
*Stephen K. Postema* 05/23/2019  
 \_\_\_\_\_  
 STEPHEN POSTEMA, CITY ATTORNEY

*Christopher Taylor* 06/03/2019  
 \_\_\_\_\_  
 CHRISTOPHER TAYLOR, MAYOR  
*Jacqueline Beaudry* 06/05/2019  
 \_\_\_\_\_  
 JACQUELINE BEAUDRY, CITY CLERK

ANN ARBOR AREA TRANSPORTATION  
 AUTHORITY  
 APPROVED AS TO CONTENT:  
*Jan Black* 6/7/2019  
 \_\_\_\_\_  
 Jan Black DATE  
 Manager of IT

ANN ARBOR AREA TRANSPORTATION  
 APPROVED AS TO FORM:  
*John Metzinger* 6/7/19  
 \_\_\_\_\_  
 John Metzinger DATE  
 Deputy CEO Finance and Administration

CR 51047

Merit Network, Inc.  
1000 Oakbrook, Suite 200  
Ann Arbor, MI 48104-6794  
1-734-527-5700 1-734-527-4125  
www.merit.edu



This SERVICES AGREEMENT Number 2018005 IED-747 KMM-1, dated as of August 1, 2018 (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Washington County ("Member").

1. Background

Merit is a non profit corporation, governed by Michigan's laws, a publicly supported university, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) General. Merit will provide to Member the internet access services, optional fees/services, and other mutually agreed upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time to time by Merit and Member for the further additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) Network Access. Merit will provide to Member internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) Installation. Merit will provide the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computer to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to designated equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) Service and Support. Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time to time to other Merit Members. This service and support will include assistance and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. These upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense.

(e) Maintenance. Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance for circuit and Merit owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit owned equipment located at the Member premises. Should Merit owned equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 9:00 a.m. and 4:00 p.m. Monday through Friday except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Service Agreement Number (ii) any additional Services or upgrades in the applicable Service Agreement, and (iii) applicable maintenance services at the then

applicable rates. Without limiting the foregoing, Member shall pay all one time set up and installation charges, any one time or recurring telecommunication service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunication provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. All non recurring and recurring fees not billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed for the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one time set up and installation charges with addition of an appropriate administrative fee. Payment is due within (10) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (15) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) Term. The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term(s) defined in attached schedule.

(b) Renewal. Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) Early Termination. If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of their term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunication services charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunication carrier, plus (iv) the balance of any remaining fiber access fees or unamortized install charges, plus (v) all costs associated with discontinuing Member's service and removing any equipment from Member's site (except of the then applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the part during the term in which the termination occurs, and plus (viii) if Member previously received extended payment terms for one time set up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those services at the then applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) Proration. Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent term, or an early termination from Merit's CHS11 block shall be promptly returned in addition, Member shall be responsible for the installation responsibility of primary and/or secondary DNS to their own DNS server, or that of the new server.

(e) Price Adjustments. If Merit initiates reduced Service Fees to its Non Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at its charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT

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SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and obligations of Member

(a) Member is responsible to its Authorized Users. Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) Acceptable Use Restrictions. Member's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsecured anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <http://www.merit.com/aup>, and any changes made from time to time thereafter. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for installing and managing its own network that interfaces with the Services. Merit shall not be responsible for enabling that connects Member owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the installation or interruption of any physical telecommunication media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or malfunction or defect of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, or appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any work or alleged (i) breach of this Agreement by the Indemnifying Party, or (ii) negligence or intentional or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of the performance of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available"

basis. Merit does not warrant that the Services will be uninterrupted or free of harmful contingents. Merit makes no express warranty and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the necessity, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Service(s), Member's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's assumption of liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the claim giving rise to the claim. Merit shall not be liable for injuries or delay in positioning its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbances, interruption of or delay in transportation, or inability to obtain any materials, supplies or power used in or equipment needed for provision of the Services.

10. Data Consent

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

(a) Governing Law, Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) Entire Agreement. This Agreement, and the Service Agreements entered into by the Parties from time to time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise or delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise hereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) Headings. Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

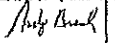
\_\_\_\_ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials

IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed and delivered as of the date first written above


APPROVED AS TO CONTENT,

 11/27/2018  
Jason Fox, PM Infrastructure Manager

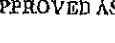
APPROVED AS TO CONTENT


 11/23/2018  
IT Operations Manager

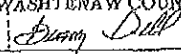
APPROVED AS TO CONTENT

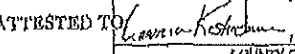
 11/30/2018  
PROXY SIGNED BY NICOLE HANN  
DAVE SHADY, CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM

 11/27/2018  
CURTIS N. HEDGER  
CORPORATION COUNSEL

Merit Network, Inc.  
Signed By   
Printed Name: Mary Shindell  
Title: Member Engagement Manager  
Date Signed: 10/16/18

WASHINAW COUNTY:  
 11/08/2018  
Gregory Gill, Administrator

ATTESTED TO  12/07/2018  
LAWRENCE-RESTIGBAUM, COUNTY CLERK/REGISTRAR

2/0

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Mail Network Services Agreement Schedule  
 10/15/2016 to 12/31/2018  
 Prepared For: [Name]

10/15/2016 to 12/31/2018  
 10/15/2016 to 12/31/2018  
 10/15/2016 to 12/31/2018

Prepared For:  
 And County  
 10/15/2016 to 12/31/2018

June 0, 2010

Prepared By:  
 10/15/2016 to 12/31/2018

Select One - 1

Category	Description	1 Year Annual		2 Year Annual		3 Year Annual		4 Year Annual	
		Quantity	Rate/Unit	Quantity	Rate/Unit	Quantity	Rate/Unit	Quantity	Rate/Unit
Category 1	Item 1	10	10	10	10	10	10	10	10
	Item 2	10	10	10	10	10	10	10	10
	Item 3	10	10	10	10	10	10	10	10
	Item 4	10	10	10	10	10	10	10	10
Category 2	Item 1	10	10	10	10	10	10	10	10
	Item 2	10	10	10	10	10	10	10	10
	Item 3	10	10	10	10	10	10	10	10
	Item 4	10	10	10	10	10	10	10	10
Category 3	Item 1	10	10	10	10	10	10	10	10
	Item 2	10	10	10	10	10	10	10	10
	Item 3	10	10	10	10	10	10	10	10
	Item 4	10	10	10	10	10	10	10	10

Other Information

Item	Description	1 Year		2 Year		3 Year		4 Year	
		Quantity	Rate/Unit	Quantity	Rate/Unit	Quantity	Rate/Unit	Quantity	Rate/Unit
Item 1	Item 1	10	10	10	10	10	10	10	10
Item 2	Item 2	10	10	10	10	10	10	10	10
Item 3	Item 3	10	10	10	10	10	10	10	10
Item 4	Item 4	10	10	10	10	10	10	10	10

Prepared By: [Name] Date: 11/27/2018

10/15/2016 to 12/31/2018

APPROVED AS TO CONTENT  
 [Signature] 11/27/2018  
 Jason Roe, PM Instructional Manager

WESTERN WYOMING  
 [Signature] 11/27/2018  
 Gregory Dill, Administrator

APPROVED AS TO CONTENT  
 [Signature] 11/21/2018  
 Kathy Tammes, IT Operations Manager

ATTESTED BY  
 [Signature] 12/06/2018  
 COUNTY CLERK  
 Lawrence Rothstein, County Clerk/Register

APPROVED AS TO CONTENT  
 [Signature] 11/30/2018  
 Dave SHERBY, [Name]

Mail Network, Inc.  
 [Signature] 12/01/2018  
 Mary Shindell, Member Engagement Manager

[Signature] 12/01/2018  
 CURTIS N. HEDGECOCK  
 CORPORATION COUNCIL

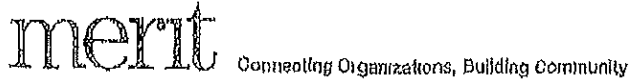
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Attachment D to (with) Interim Service Agreement (Number) 26100005 BFD 747 KMM 1

**Multi-Tenant Access Control Features**  
1. User Access Control  
- All users must be authenticated and authorized before access is granted  
- All users must be authenticated and authorized before access is granted  
- All users must be authenticated and authorized before access is granted  
- All users must be authenticated and authorized before access is granted  
- All users must be authenticated and authorized before access is granted

**Proposed Solution** THIS SECTION IS NOT REEDED

**Connectivity Diagram** THIS SECTION IS NOT REEDED



Addendum to  
Service Agreement Number 20180605-DED-747-BMM-1  
between

Merit Network, Inc.  
and  
Washtenaw County

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated agreement. The original stated agreement shall be signed in addition to this addendum,

3. Payment

The language of:

*"and all sales and use taxes,"*

is removed in its entirety by:

3. Payment

The language of:

*"1.5% late charge"*

is replaced in its entirety by:

*"1% late charge"*

8. Indemnification

The language of:

*"To the extent permitted by Michigan law,"*

is prepended to the section.

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Connecting Organizations, Building Community

No other terms or conditions of the above mentioned agreement shall be negated or changed as a result of this herein stated addendum

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed and delivered as of the date below.

Washtenaw County

Merit Network, Inc.

APPROVED AS TO CONTENT:

[Signature] 11/27/2018  
Jason Pae, PM Instructional Manager

Mary Shindell  
Signature

Mary Shindell  
Printed Name

APPROVED AS TO CONTENT

[Signature] 12/22/2018  
IT Operations Manager

11/15/2018  
Date Signed

APPROVED AS TO CONTENT

[Signature] 11/30/2018  
DAVE STROXY  
COURTNEY HARR

APPROVED AS TO FORM

[Signature] 12/04/2018  
Curtis Hedger, Corporation Counsel  
CORPORATION COUNSEL  
WASHTENAW COUNTY  
[Signature] 12/05/2018

[Signature] 06/20/2019

Gregory Hill, Administrator

ATTESTED TO:  
[Signature] 06/21/2019  
Lawrence Koenigsmann, County Clerk/Register

6/16