



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

PUBLIC NOTICE OF A REGULAR MEETING

The **Executive Committee of the Michigan Municipal Services Authority** (Authority) will hold a regular meeting on the following date, at the following time, and at the following location:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Thursday, June 8, 2017	2:00 PM	Livonia City Hall 4 th Floor Conference Room 33000 Civic Center Drive Livonia, MI 48154

The meeting is open to the public and this notice is provided under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the meeting should contact the Authority at (248) 925-9295 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, and 42 USC 12131 to 12134.

A copy of the proposed meeting minutes will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, June 8, 2017 at 2:00 PM

Livonia City Hall
4th Floor Conference Room
33000 Civic Center Drive Livonia,
MI 48933

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes**
 - a. Minutes of the April 13, 2017 regular Executive Committee meeting
- V. Administrative Report (see Authority Board agenda)**
- VI. New Business**
 - a. Resolution 2017-03 Merit Membership Services Agreement
- VII. Public Comment**
- VIII. Other Business**
- IX. Adjournment**

A copy of the proposed minutes of the meeting will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority
PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, April 13, 2017 at 1:30 p.m.

Capitol View Building
201 Townsend St Suite 900
Lansing, MI 48933

MINUTES

Proposed Minutes Approved Minutes

MEETING TYPE: Regular Special

I. Call to Order

The meeting was called to order at 1:32 PM.

II. Roll Call

Executive Committee Member Attendance:

Stacie Behler, Chairperson	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
James Cambridge, Secretary*	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Eric DeLong, Treasurer	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Doug Smith, Member*	<input checked="" type="checkbox"/> Present	<input type="checkbox"/> Absent
Al Vanderberg, Member	<input type="checkbox"/> Present	<input checked="" type="checkbox"/> Absent

*Participated via teleconference.

Other attendees:

- Robert Bruner, Michigan Municipal Services Authority
- Kristen Delaney, Michigan Municipal Services Authority
- Steven Liedel, Dykema

III. Approval of Agenda

Moved by: Smith
Supported by: DeLong

Yes: X No: ___

IV. Approval of Minutes

a. Minutes of the March 9, 2017 regular Executive Committee meeting

Moved by: DeLong
Supported by: Smith

Yes: X No: ___

V. Administrative Report

The administrative report was delivered by CEO Robert Bruner.

VI. New Business

a. Resolution 2017-01 FY 2016-2017 General Appropriations Act
Amendment

Moved by: Cambridge
Supported by: Smith

Yes: X No: ___

b. Resolution 2017-02 Procurement of Auditing Services

Moved by: Smith
Supported by: DeLong

II. Public Comment

None

III. Other Business

None

IV. Adjournment

Motion to adjourn the meeting at 1:54 PM.

Moved by: Smith
Supported by: DeLong

Yes: X No: ___

Certification of Minutes

Approved by the Executive Committee on June 8, 2017.

Authority Secretary

Date

PROPOSED



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2017-03**

Merit Membership Services Agreement

The Executive Committee of the Michigan Municipal Services Authority (“Authority”) resolves that the Chief Executive Officer of the Authority (“CEO”) is authorized to execute the attached Membership Services Agreement with Merit Network, Inc.

Secretary’s Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on June 8, 2017.

By: _____
James Cambridge
Authority Secretary

SERVICE AGREEMENT No:

PREPARED FOR:

Name:

Organization:

Street Address:

City, State, Zip:

Phone:

Email:

PREPARED BY:

Name:

Phone:

Email:

Thank you for joining the Merit Community! We are confident that your organization will benefit greatly from the wide array of advantages available only to Members, such as discounted professional development and licensing programs, collaboration opportunities with leaders in your field, a dedicated Member Relations Manager, and 24x7x365 Merit Support Center, and so much more.

Merit is proud to be your collaborator for superior network services and an educational resource.

Please select your desired term below:

Annual Merit Membership*	1 year	2 year	3 year	5 year
	\$1,500	\$1,250 (per year)	\$1,000 (per year)	\$750 (per year)

**Membership fees waived for organizations that purchase Merit Internet Service. Membership Agreement is effective the date the contract is signed.*

Desired Billing Cycle:

If Other Please Specify: _____

Signature _____ Date _____

Name _____ Title _____

BILLING CONTACT:

Check if same as primary contact above.

Name:

Street Address:

City, State, Zip:

Phone:

Email Address:

BILLING FREQUENCY:

Annual

Semi-Annual

Quarterly

Monthly

Invoice frequencies other than annual incur a \$25 billing fee per invoice.



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Drive Suite 200
Ann Arbor, MI 48104
734.527.5785
Fax: 734.527.4125
www.merit.edu



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

This SERVICES AGREEMENT Number: _____, dated as of _____
(collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc.
("Merit") and _____ ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks and hosted services to the education, research, government, healthcare, and non-profit community.

2. Services Provided

Merit will provide to Member the opportunity to purchase services, attend professional development classes and events, purchase licensing, and collaborate within the Merit Member community, all at Member pricing. Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") will be quoted in separate Service Schedules, which may be executed from time-to-time by Merit and the Member.

3. Payment

Member shall pay a Membership Fee, billed in advance on an annual basis, 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. Membership Fees beginning within a billing cycle will be prorated through the end of the billing cycle and billed in advance. Payment is due within (30) days from the date appearing on the invoice. Membership Fees are waived if Member is purchasing Merit Internet Service.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the date that this signed agreement is received by Merit, and extends over _____ (_____) years, unless a mutually agreed upon Agreement start date is chosen by Merit and the Member.

(b) *Renewals.* 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 the 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 an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs if Member previously received a discount as a result of agreeing to a term longer than one (1) year.

(d) *Member Rates for Merit Services.* Under this Agreement, Member is eligible to purchase other Merit products and services at designated Member rates. Upon termination or expiration of this Agreement, the Member will be responsible for any remaining, ongoing service fees to be paid at non-Member rates. If Member purchases Merit Internet Service, the Member will be credited a prorated Membership Fee.

5. Indemnification

Member and Merit will indemnify, save harmless and defend each other and all of Merit's 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, on 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 (i) the breach or alleged breach of this Agreement by Member or Merit; or (ii) any negligent or tortious act or omission to act of Member or Merit.

6. Limitation of Liability

Merit shall not be liable for failure or delay in performing 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 disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

7. 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 and no 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 thereof 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 and each of the parties' respective rights and obligations under this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Merit may assign this Agreement without consent of, but with notice to, Member. 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.

(f) *Publicity/Marketing.* For purposes of promoting Merit Services, Merit will occasionally issue a press release, news story or publish information on social media sites announcing new Members in Merit's community. Specific information such as pricing and other contractual details will not be included in these announcements. Your organization can be exempt from these announcements by placing your initials below.

_____ 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 hereto have caused this Agreement to be executed and delivered as of the date first written above.

Merit Network, Inc.

Signed by: _____

Signed By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____