

AMENDMENT NUMBER ONE
INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND
SERVICES

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 (“City”), the County of Washtenaw, a Michigan municipal corporation, with offices at 220 North Main, Ann Arbor, Michigan 48107 (“County”) and the Ann Arbor Transportation Authority, with offices at 2700 South Industrial Highway, Ann Arbor, Michigan 48104 (“AATA”) (collectively “Parties”), entered into an Interagency Agreement for Collaborative Technology and Services (the “Agreement”), effective _____, 2011, agree as follows this ____ day of _____, 2012.

Recital:

Whereas, the Parties having received a request by the City to amend the Agreement between the Parties, which sufficiency of notice of the amendment request is acknowledged by the undersigned; and

Whereas, Agreement between the Parties on the terms of the amendment having been reached;

Terms:

The terms and conditions of the Agreement are amended as follows:

- 1) Article I, Authority, is amended to add the following sub-provision:

1.3 This Agreement may be extended to allow additional participants to join this agreement contingent on such additional Participant having taken all necessary corporate acts to duly authorize the execution of and delivery of the Interagency Agreement and any other incidental documents required for participation to the original Founding Members to this Agreement. On execution of the Interagency Agreement, the new Participant shall warrant performance by it of all covenants and obligations to be performed under the Agreement and any other incidental documents required for participation and assume sole responsible for liabilities or payments due as a result of its participation. Participation by a new Participant in collaborative technology services shall be authorized effective the receipt date, as defined in Section 7.6, of the executed Interagency Agreement by the new member and the Founding Members of this Agreement. All new Participants to this agreement must follow the same process and be approved by the Founding Members. Each Founding Member may internally approve a process to enable an administrative individual to sign on behalf of that Founding Member for purposes of this article.

2) Article III, Definitions is amended to add the following sub-provisions:

3.1 Participant shall mean the founding members and any other municipal corporation to as defined in Section 1 of P.A. 35 of 1951 which is later added to this agreement pursuant to section 1.3.

3.1.1 Founding Members shall mean the original signatories which created this agreement (Washtenaw County, City of Ann Arbor, and Ann Arbor Transportation Authority).

All terms, conditions, and provisions of the original agreement between the Parties executed _____, 2011, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the Agreement between the Parties shall be binding on the successors and assigns of the Parties.

This amendment may be executed in counterpart, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Approved as to form

Stephen K. Postema, City Attorney

COUNTY OF WASHTENAW

By _____
Verna McDaniel, County Administrator

ATTESTED TO:

Lawrence Kestenbaum, County
Clerk/Register

Approved as to form

Curtis N. Hedger
Office of Corporation Counsel

**ANN ARBOR TRANSPORTATION
AUTHORITY**

By _____
Michael Ford, Chief Executive Officer