INTERAGENCY AGREEMENT FOR COLLABORATIVE TECHNOLOGY AND SERVICES SCHEDULE 3

This is a Schedule issued under the terms and conditions of InterAgency Agreement for Collaborative Technology and Services, effective______, 2011 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: Enterprise Backup Services
- **2. Service Description:** Provide a redundant backup system that is tapeless and provides the ability of automated offsite storage and advance automated data de-duplication.

3. Provider:

Washtenaw County

4. Subscriber(s):

City of Ann Arbor

5. Provider Responsibilities:

- Provider will use EMC's Avamar 6.0 solution unless otherwise agreed upon.
- Provider will provide access to 50% of the Enterprise Backup Service's total usable storage for the use of the Subscriber's data.
- Provider will ensure that regular patching and code updates are applied to keep the unit secure and reliable
- Provider will provide, at the minimum, view-level access into the configuration and monitoring utility for the system for Subscriber
- Provider will work with the Subscriber to ensure that data is placed at the optimum place for the unit to achieve maximum efficiency
- Provider will ensure offsite replication of the Subscribers data through the use of the provider's network to the Subscriber's offsite location
- Provider will ensure that schedules for backups do not conflict with each other's backup and that they are staggered to not exceed the capacity of the the Enterprise Backup Service
- Provider will work with Subscribers to ensure backup time schedules are regularly met and that the data is secure
- Provider will work with Subscriber to test disaster recovery plans and to test restoration of servers when requested.
- Provider will ensure Subscriber has adequate levels of security and access to the system console so that Subscriber can add, modify, delete jobs from the system as well as monitor job completion. Subscriber also will perform their own simple restores.

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6. Subscriber Responsibilities:

- The Subscriber is responsible for providing a Point of Contact for all Provider Communications.
- Subscriber is responsible to work with Provider to develop Subscriber backup schedule.
- Subscriber will work with provider to test disaster recovery plans and to test restoration of servers when requested.

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7. Performance Expectations:

- Any major planned service outages will be discussed with Subscriber at a minimum 10 business days prior planned service outages and a mutually agreed upon schedule will be implemented.
- Provider shall provide 48 hour response and best effort resolution on standard service requests..
- Provider shall provide 4 hour response and best effort resolution on emergency service requests, including restorations.

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. 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
 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 Subscriber's 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 Subscriber Point of Contact no later than 10 business days prior to planned service outages.

10. Role of Contractors:

- Contractors providing services to the Data Center or Subscriber's equipment located within the Data Center will have access to the Data Center as per per Schedule 1 of the InterAgency Agreement for Collaborative Technology and Services. This access shall be limited and managed by the Provider.

11. Subscriber Fee:

- **Annual Fee Due Provider:** \$102,607

Date Due: December 31st of each year beginningDecember 31, 2011
 Expiration Date: June 30, 2015

12. Reference Material: N/A

Provider CITY OF ANN ARBOR	Participant WASHTENAW COUNTY
By: (Date) Roger W. Fraser (Date) City Administrator	By: (Date) Verna McDaniel (Date) County Administrator
APPROVED AS TO SUBSTANCE	ATTESTED TO:
Tom Crawford, CFO/Finance and Administrative Services Administrator	Lawrence Kestenbaum (DATE) County Clerk/Register APPROVED AS TO CONTENT:
Daniel Rainey Director, Information Technology	James McFarlane Manager, Information Technology
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Stephen K. Postema, City Attorney	Curtis N. Hedger Office of Corporation Counsel