

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Project Leadership Associates,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** remote migration of the current SharePoint enviroment to SharePoint Online.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 14,570.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from April 1, 2016 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY.**

10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Mais Shelor, Business Manager	Peter Mikula, Director of Operations
Name and Title	Name and Title
1590 Moffett Street Salinas, California 93905	2710 Gateway Oaks Blvd, Suite 310-South Sacramento, California 95833
Address	Address
831-755-5465	916-526-0781
Phone	Phone

**15.0 MISCELLANEOUS PROVISIONS.**

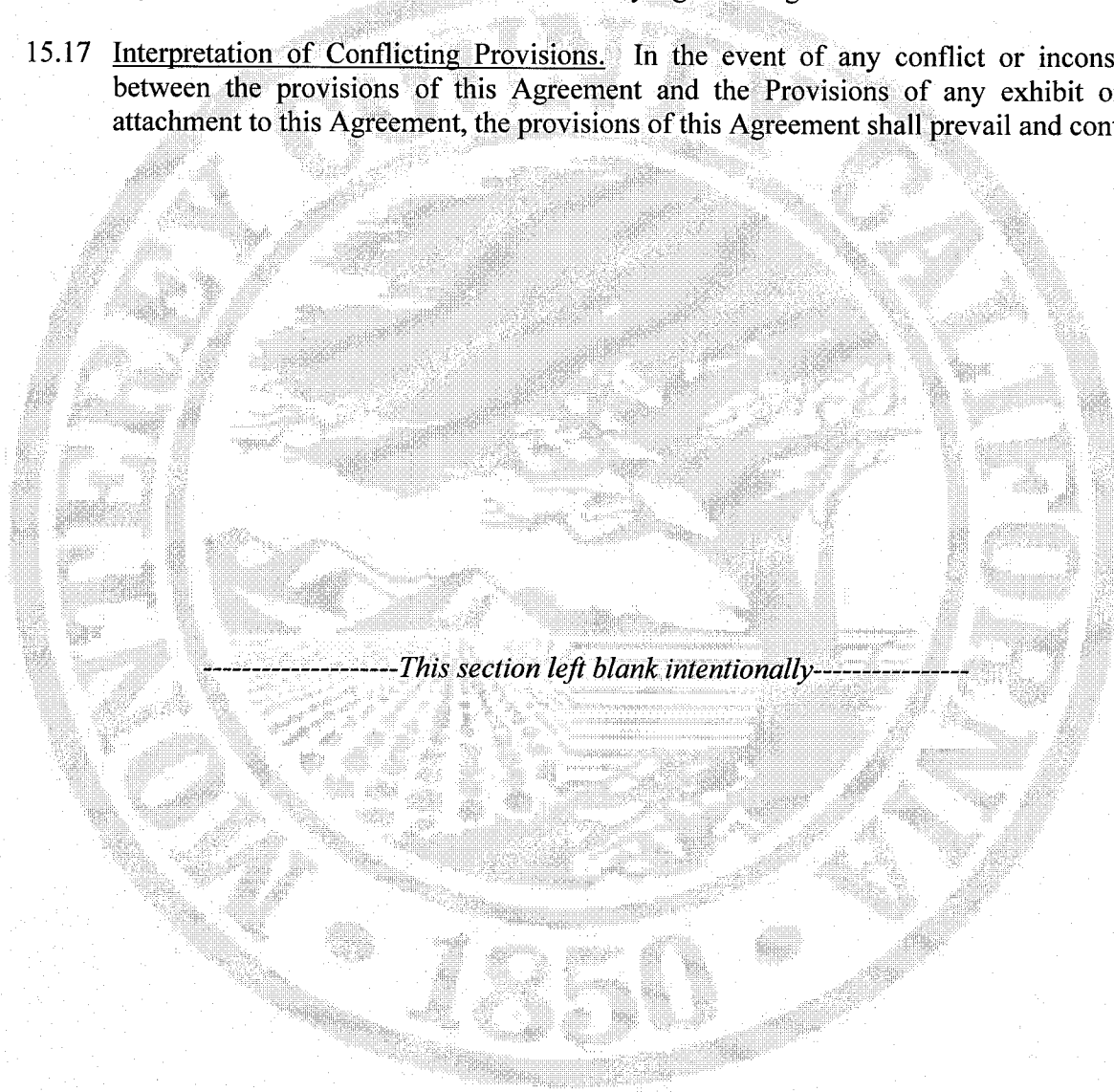
15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: *Hebra Wiker*  
Contracts/Purchasing Officer

Project Leadership Associates  
Contractor's Business Name\*

Date: 01 Apr 2016

By: \_\_\_\_\_  
Department Head (if applicable)

By: *Lee Havermale*  
(Signature of Chair, President, or Vice-President)\*

Date: \_\_\_\_\_

Approved as to Form

Lee Havermale - CEO  
Name and Title

By: *Rebecca M. Duncan*  
County Counsel

Date: 3/15/16

Date: March 28, 2016

By: signed concurrently, see attached  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>

By: *[Signature]*  
Auditor/Controller

\_\_\_\_\_  
Name and Title

Date: 3/29-16

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Council is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

**16.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Project Leadership Associates  
Contractor's Business Name\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Mark Knapczyk  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

MARK KNAPCZYK CFO  
Name and Title

Date: \_\_\_\_\_

Date: 3/9/2016

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

**EXHIBIT A**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. Service Delivery Site**

CONTRACTOR will deliver remote implementation services to Information Technology Department staff, by computer access, at the Monterey County ITD Department, 1590 Moffett St, Salinas, California 93905.

**II. Scope of Services**

Microsoft has requested Project Leadership Associates (PLA) to assist the County by providing services to migrate the current SharePoint environment to SharePoint Online in two phases. Microsoft will pay for the full cost of Phase 1 on behalf of the County and the County will be responsible to pay for the full cost of Phase 2 and the ShareGate rental of the PLA license. Payment will be made at the completion of the migration, upon verification from the County that services were satisfactorily delivered.

**III. CONTRACTOR shall provide the following:**

**Project Kickoff**

- A. Conduct a kickoff session at the beginning of each of the two phases of the project with all County stakeholders and County project sponsors to review and validate scope, define/refine requirements, identify Contractor and County team members, identify assumptions and risks and establish/confirm timelines and overall project schedules.

**Phase 1 – Initial Migration**

- A. Migrate the following 4 site collections to SharePoint online:

1. <http://sharepoint/sites/itd>
2. <http://sharepoint/sites/agcomm>
3. <http://sharepoint/sites/mchd>
4. <http://SharePoint/sites/dses>

- B. Migration of these sites will be broken down into the following phases:

1. Discovery
  - a. Contractor will analyze the sites listed above for any variances to the current SharePoint site that need to be taken into consideration during the migration. Contractor will communicate each variance to the County and Contractor will create a remediation plan (if necessary).
2. Plan
  - a. Contractor will create the mapping of current SharePoint site collections and sites to the SharePoint Online environment.

3. Prove

a. Contractor will carry out mock migrations of a representative subset, such subsets to be identified by County in its sole discretion, of all of the content targeted for migration to SharePoint online and will mitigate any issues that are found. Contractor will re-execute mock migrations until all migration issues have been mitigated.

b. After Contractor deems the mock migrations successful, Contractor will turn over the sites to the County for verification of successful migration. County site owners /subject matter experts will check the migrated content to validate that the content was moved correctly.

4. Migrate

a. Contractor will fully migrate the content from the existing, specified SharePoint site collections to the SharePoint online environment. In order to ensure that no content is lost, the existing SharePoint site collections will be put into read-only mode just before the migration is started. Contractor will work with the County to identify a date/time to perform the migration. After the migration is complete, County site owners /subject matter experts will check the migrated content again to verify that the final migration was complete.

**Phase 2 – Migration of remaining 16 sites.**

A. In Phase 2 the same methodology (Discover, Plan, Prove, and Migrate) as Phase 1 will be followed for the remaining sites not migrated in Phase 1.

B. Project Closeout

1. During the Project Close, the Contractor will hold a closure review session with the County team and the designated project sponsors. Final deliverables will be reviewed for final acceptance. A Project closeout meeting will be scheduled with County project sponsors to review:

a. Deliverables

i. The following are the key deliverables of this project. Certain deliverables that require formal acceptance will be accompanied by a deliverable acceptance form, to be signed by the County:

Deliverable Name	Descriptio
Project Kickoff Presentation	PowerPoint presentation that describes at a summary level, the project scope, team, roles,
Migration Mapping Document	Document outlining how the existing Site Collections will be mapped to the new SharePoint
Deployments/Migrations Completed	All SharePoint content will be migrated to SharePoint Online
Status Reports	Regular reports that show dashboard health of project, progress to-date, work to come,

- b. Overall Project Delivery
- c. Budget
- d. County Acceptance

**IV. County shall provide the following:**

- A. Ensure County Project Sponsors communicate County Goals, Project Objectives, and Priorities to entire project team.
- B. Work with Contractor to help schedule and organize any onsite visits.
- C. Work with Contractor to schedule all envisioning, design, other workshops and interviews at or prior to project kickoff.
- D. Coordinate and approve participation of key decision makers.
- E. Provide timely access to County staff and management required for the Contractor team to complete work in an efficient manner. Such access will not be unreasonably withheld.
- F. Provide required Physical and System Access: Appropriate onsite physical workspace, onsite telephone, and Internet access, domain system logon accounts with required permissions needed for successful project implementation, direct remote access to systems via VPN or Citrix, so that Contractor can implement and support the included systems while offsite from County's office. Required system access will be provided by County prior to the first scheduled work-day.
- G. Ensure that County project team members are available to review deliverables at the appropriate project checkpoints as defined in Contractor's plan. County will review and approve all project related documentation within three (3) business days.
- H. Provide the resources to adequately test and validate the functionality of the solutions implemented by Contractor.
- I. Provide all hardware, software media and licenses, tools, and third party products required for Contractor to complete its assigned tasks.
- J. Provide all test cases, test data, procedures and personnel needed to conduct acceptance testing needed for any solution, including interfaces with other client systems.
- K. Document any issues and perform best efforts, working with Contractor management, to attempt to resolve any issues/concerns.

- L. Provide Contractor with access to any relevant existing system documentation, as requested.
- M. Make site collection owners / subject matter experts available to validate mock migrations (within 3 days) and Final migrations (within 1 day) of migrations.
- N. Provide SharePoint Administrator access to current SharePoint environment and SharePoint online Tenant.
- O. Communicate migration timeline / actions to end users.
- P. Remove any content that does not need to be migrated from the existing SharePoint environment before the migration.

## **V. Assumptions and Risks**

### **Assumptions**

- A. Deliverables and review documents will be prepared and delivered in either MS-Office or Adobe PDF formats, using templates consistent with PLA documentation standards.
- B. Product issue support – Contractor resources can facilitate issue resolution but will not be responsible for the support issues with any product identified during the engagement. Those who have Microsoft Premiere Support, incident cases will be opened under County's Premiere Support Agreement to facilitate quicker response, to leverage Microsoft support personnel familiar with the County's infrastructure, and to leverage County's Microsoft TAM for escalation, if required.
- C. Contractor is not the manufacturer of any hardware or software that will be used for this project. Contractor will use reasonable efforts to identify any defects and issues with such hardware and software. Contractor will address any such defects or issues identified to the extent possible within the originally estimated hours for the engagement.
- D. Contractor will perform actual configuration work directly on targeted systems, either onsite or remotely via VPN or Citrix type remote application connection. If instead, County requires that Contractor only provide instruction to County IT Staff on how to perform the necessary configuration work, for County IT staff to execute, additional hours will be needed to complete the work.
- E. Infrastructure, network and/or system issues, changes, etc. that are not directly stated as tasks to be completed by Contractor in this Scope of Work, are considered out of scope. In the event that County requests Contractor's assistance with such issues or changes, the work effort will be reported as a variance to the project and will be billed pursuant to a

separate Agreement between the parties or pursuant to an amendment to this Agreement. Contractor will require formal approval of such new contract or amendment prior to commencing requested work.

- F. Any additional tasks or activities not specifically identified in this Scope of Work will be considered out-of- scope for this engagement. Contractor and County will collectively review any additional tasks or activities on a case- by-case basis to determine the appropriate course of action.
- G. In the event it is necessary to deviate from this scope of work for services not originally defined as in scope, Contractor will gain approval from County, and the parties will execute a new Agreement or an amendment to this Agreement on a time and materials basis, based on hourly rates agreed to by each party.
- H. Changes to this scope of services will be documented by formal amendment to this Agreement, executed by the parties.
- I. Content for each site collection will be moved "As is" with no restructuring or archiving of the data to be performed during the migration.
- J. No new content types or Site templates will be created after March 15, 2016. Existing content types and site templates as of March 15, 2016 will be migrated.
- K. No SharePoint Administrator or end user training is included. Contractor assumes any knowledge transfer to the client will be done to resources that understand how to user/administer SharePoint.
- L. No SharePoint MySites will be migrated.
- M. Only "out of the box" standard SharePoint workflows will be migrated. No custom workflows will be migrated
- N. Custom web parts will not be migrated.
- O. For purposes of this Agreement a week is five (5) work days.
- P. The UAT / content verification activities will be a maximum of 1 week each for Phase 1 and Phase 2.
- Q. Phase 1 timeline is 4-5 weeks. Contractor will be provided a 2 week lead time before beginning Phase 1 to allocate resources, to satisfy the County's May 30 deadline. Phase 2 timeline is 30 weeks. The project will be approved by County on/before April 15th, 2016.



## Risks

- A. Microsoft throttles data throughput to SharePoint online so migration times / downtime may be longer if throughput is restricted to a level that affects migration times.
- B. Some content/sites might be dependent on ControlPoint software, to guarantee successful migration of content and formats. If so, County will be required to provide vendor use of a licensed version of that product for use during completion of those tasks.

## VI. Term of the Agreement

- A. The term of this Agreement shall be from April 1, 2016 to December 31, 2016, unless sooner terminated pursuant to the terms of this agreement.
- B. The Professional Services/Fees estimates outlined above, represent scheduled services that are performed during Contractor's standard business hours (8:00 AM to 5:00 PM local time, Monday through Friday, excluding Contractor and County holidays).
- C. Additional services, either routine or emergency, will not be performed by Contractor without formal approval of a new contract or amendment to this contract.

The following outlines Contractor's hourly minimum billing per work day:

- 1. All services provided by Contractor will be performed remotely. Contractor services will be billed in one (1) hour increments at a minimum of one (1) hour per work day when actual work is being performed. Rate is based on the resource being used per Section 4. "Payment Provisions" of this agreement.

## IV. Payment Provisions

- A. All fees for Phase 1 of the migration services are paid directly to PLA by Microsoft as a part of the Microsoft Business Investment Funds Program.
- B. The County shall be responsible for the payment of Phase 2 and the ShareGate rental of the PLA license. There shall be no travel reimbursement allowed during this Agreement. For Phase 2 and the ShareGate rental of the PLA license, the maximum obligation of the County will be **\$14,570.00**. The costs detail is as follows:

### Phase 1 – Professional Service Costs

Description	Estimated Hours	Total Cost
SharePoint Solution Architect	118	\$23,985
Project Manager	29	\$5,365
<b>Professional Services Total</b>		<b>\$29,460</b>
<b>Microsoft Funding Credit</b>		<b>\$(29,460)</b>

Agreement between Project Leadership Associates and  
County of Monterey, 4-1-2016 to 12-31-2016

<b>Phase 1 Total</b>	<b>\$0</b>
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**Phase 2 – Professional Services Costs**

Description	Estimated Hours	Total Cost
SharePoint Solution Architect	56	\$11,480
Project Manager	14	\$2590
<b>Professional Services Total</b>		
<b>Phase 2 Total</b>		<b>\$14,070</b>

**Product Costs**

Description	Qty	Unit Cost	Total Cost
ShareGate rental of PLA License	1	\$500	\$500
<b>PRODUCT TOTAL</b>			<b>\$500</b>

**Cost Summary**

Description	Total Cost
Phase 1 Total	\$0
Phase 2 Total	\$14,070
Product Total	\$500
<b>PRODUCT AND SERVICES GRAND TOTAL</b>	<b>\$14,570</b>

**Fixed Fee Payment Schedule**

Milestone	Payment Schedule	Amount
Phase 1 Complete	Phase 1 Costs (including MSFT funding)	\$29,460
Phase 2 Complete	Software / Phase 2 Costs	\$14,070

**C. Microsoft Funding**

1. Funding for Phase 1 is subject to Microsoft approval and must be assigned to PLA.
2. A portion of Microsoft funding may require an Adoption / Deployment plan or Proof of Execution (POE). County must approve these deliverables in order to obtain Microsoft funding.
3. A portion of Microsoft funding may require deployment and active usage on a percentage of County's purchased Microsoft product licenses. County is responsible for ensuring required deployment and usage requirements are met before expiration of funding.
4. If Microsoft funding is not approved, or not paid by Microsoft as a result of County not meeting the requirements of the funding program, County will be responsible for paying remaining time and material costs to Contractor directly.

The Invoice shall be mailed to:

County of Monterey, Information Technology  
1590 Moffett Street  
Salinas, California 93905  
ATTN: Accounts Payable

EXHIBIT B: CHANGES TO MONTEREY COUNTY STANDARD AGREEMENT

1. Section 3.02 is hereby deleted from the Agreement.
  - a. The following sentence is added to the end of Section 6.04 of the Agreement: "Notwithstanding the foregoing, upon determining, in its sole discretion, that the tasks listed in Exhibit A have been completed satisfactorily, County will complete documents presented by Contractor certifying completion of the tasks listed in EXHIBIT A. County will return these certifications to Microsoft to allow for release of payment by Microsoft to CONTRACTOR,
2. The last two sentences of Section 7.02 are hereby deleted from the Agreement.
  - a. The following sentence is added to the end of Section 7.03 of the Agreement: "Upon determining, in its sole discretion, that the tasks listed in Exhibit A have been completed satisfactorily, County shall complete documents certifying completion of tasks completed by Contractor and return to Microsoft to allow Microsoft to pay CONTRACTOR for all work performed prior to such a termination of the Agreement."
  - b. Section 8.01 of the Agreement is hereby deleted from the Agreement and the following is inserted in the Agreement in its place:

8.01 General Indemnity. CONTRACTOR agrees to defend, indemnify and hold County, its officers, employees, and agents (collectively, the "**County Indemnitees**") harmless from and against all claims, actions, suits or proceedings (collectively, "**Claims**"), and shall pay all resulting losses, liabilities, damages, settlement amounts costs or expenses (including attorney's fees) (collectively, "**Losses**"), incurred by any County Indemnitee arising out of or relating to any actual or alleged:

- (a) breach by CONTRACTOR or any of its employees, contractors or agents of any of the representations, warranties, obligations or covenants found in this Agreement;
- (b) personal injury, death, or damage to real or tangible property arising from any act or omission of CONTRACTOR or any of its employees, contractors or agents; and

(c) claims for any taxes, wages, or benefits brought by any of CONTRACTOR'S employees.

County agrees to defend, indemnify and hold CONTRACTOR and its directors, officers, employees, and agents (collectively, the "CONTRACTOR Indemnitees") harmless from and against all Claims, and shall pay all resulting Losses incurred by any CONTRACTOR Indemnitee arising out of or relating to any actual or alleged personal injury, death, or damage to real or tangible property arising from any act or omission of County and its employees, agents and other independent contractors.

The indemnifying party shall assume and have the right to conduct: (a) the defense of any Claim for which an indemnitee seeks indemnification pursuant to this Section 8.01; and (b) all negotiations for settlement or compromise unless otherwise mutually agreed to in writing between the parties hereto, provided that the indemnifying party shall not have the right to: (i) execute any agreement, document or pleading that names an indemnitee as a party; (ii) make statements regarding any indemnitee without such indemnitee's prior written consent, which consent will not be unreasonably withheld or delayed; or (iii) settle any claim that in any way assesses blame against any indemnitee or that provides a remedy other than the payment of money by the indemnifying party without such indemnitee's prior written consent.

3. The following Section 8.02 is hereby added to the Agreement:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER OR LOSS OF DATA, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) OR INDEMNIFICATION UNDER THIS

AGREEMENT SHALL NOT EXCEED THE GREATER OF TEN THOUSAND DOLLARS OR FEES PAID TO CONTRACTOR UNDER THIS AGREEMENT IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE FOREGOING LIMITS OF LIABILITY SHALL NOT BE APPLICABLE TO LOSSES ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY OR WILLFUL OR INTENTIONAL MISCONDUCT OR PERSONAL INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY. NO ACTION, SUIT OR OTHER PROCEEDING, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE TRANSACTIONS COVERED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION AROSE.

4. The following Sections 15.18 and 15.19 are hereby added to the Agreement:

15.18 Non-solicitation:

Each party agrees that, during the term of this Agreement, and for a period of twelve (12) consecutive months after termination or expiration of this Agreement, each party will not knowingly (i) induce or attempt to induce or otherwise counsel, advise, solicit or encourage any employee to leave the employ of the other party or accept employment with such party or any other person or entity, or (ii) induce or attempt to induce or otherwise counsel, advise, solicit or encourage any person who at the time of such inducement, counseling, advice, solicitation or encouragement had left the employ of the other party within the previous six (6) months to accept employment with any person or entity besides the other party.

15.19 Only Express Warranties:

**THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE WARRANTIES OR**

**CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Except as set forth in this Amendment, the terms of the Agreement are hereby ratified and confirmed.