

AgreeYa Solutions, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5823

THIS SECOND AMENDMENT to that Agreement for Services #5823 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and AgreeYa Solutions, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Coolidge Drive, Suite 200, Folsom, California 95630, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist in the coordination, communication, and migration from the County's Google G Suite Business Workspace to the Microsoft 365 (M365) Suite for email, calendar, document management, and collaboration needs for the Information Technologies Department pursuant to Agreement for Services #5823, dated August 10, 2021 and First Amendment to Agreement for Services #5823, dated December 7, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to reduce the services within the scope of work, amending **ARTICLE I, Scope of Work**, and replacing Exhibit A, Scope of Work with Amended Exhibit A, Amended Scope of Work;

WHEREAS, the parties hereto desire to amend the Agreement to decrease the not-to-exceed compensation amount of the Agreement by \$145,250, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #5823 on the following terms and conditions:

- I. **ARTICLE I, Scope of Work**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Amended Exhibit A, marked "Amended Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to assist the Information Technologies Department with the coordination, communication, and migration from G Suite Business to the M365 Suite and perform the services and tasks required under this Agreement, including those services and tasks that are identified in Amended Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

II. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in Amended Exhibit A, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work for each task/subtask as listed in the table below, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered under each task/subtask.

Task 1: Assessment and Planning	\$12,960
Task 2: Tenant Provision and Tune	\$6,812
Task 3: SharePoint, Teams, OneDrive Implementation	\$18,232
Task 4: Migration Preparation with FastTrack Validation	\$13,086
Task 5: Pilot Migration	\$16,825
Task 6: Microsoft Intune MDM Implementation	\$ -
Task 7.1: Training (For Technical and System Administrators)	\$2,244
7.2 Training (For Beginner End Users)	\$2,244
7.3 Training (For Experienced End Users)	\$1,247

The total amount of this Agreement, as amended, shall not exceed \$73,650, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office - Fiscal
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #5823 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5823 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- AGREEYA SOLUTIONS, INC. --

By: _____ Dated: _____
Ajay Kaul
Secretary
"Consultant"

AgreeYa Solutions, Inc.

Amended Exhibit A

Amended Scope of Work

Project Description

The scope of the project is to transition from the County's Google Workspace to Microsoft Office 365 for email, calendar, document management, and collaboration needs. This includes transitions from Gmail and Google Calendar to Microsoft Outlook and MS Exchange Online, Google Drive to OneDrive, implement Teams.

Project Schedule

Project timeline has been determined to be thirty-seven (37) weeks upon execution of the Agreement, and in accordance with the following:

Task 1: Assessment and Planning	Weeks 1-11
Task 2: Tenant Provision and Tune	Weeks 6-11
Task 3: SharePoint, Teams, OneDrive Rollout and Governance Implementation	Weeks 11-29
Task 4: Migration Preparation and FastTrack Validation	Weeks 11-30
Task 5: Pilot	Weeks 12-24
Task 6: Intune Design/Planning	Weeks 22-28
Task 7: Training	Weeks 28-37

Consultant shall complete all migration services identified in this Exhibit A, no later than April 30, 2022.

Task 1: Assessment and Planning

Assessment, Discovery, and Requirements

Consultant shall assess County's following environments and evaluate its readiness for 365 deployments. Consultant shall evaluate the following AS-IS environments:

- AD Services
- Azure AD
- M365 Network Connectivity
- Google Sites & Forms
- Google Mailboxes & Drive
- Google Vault
- M365 Exchange Online
- Teams
- SharePoint & OneDrive
- Desktop & Office Suite

Deliverable(s):

Due upon completion of Task 1 -

One (1) written Assessment Report containing:

- As-Is state overview
- High-level plan and roadmap for migration of mailboxes, email archive, user and corporate data, Compliance, and Governance over to Microsoft 365
- Recommendations as per best practices which include validating the architecture with FastTrack specialist
- Validation with the Microsoft FastTrack specialist the architecture and plan finalized with County
- Develop “to-be Identity landscape” incorporating planning architecture for on-premise Active Directory, Azure Active Directory (AD) Connect, Microsoft 365 tenant readiness, and Network and Domain Name System (DNS)

Consultant shall develop and design the architecture of the Microsoft 365 tenant, and produce the following deliverables as part of the Microsoft 365 Tenant Design and Architecture:

One (1) written plan including the following:

- Compliance and Governance implementation
- Data Migration
- Exchange Online
- Microsoft 365 Apps deployment
- Microsoft Teams
- OneDrive for Business
- SharePoint Online
- Microsoft Intune MDM deployment
- Teams configuration and governance
- Backup and Recovery
- Disaster Recovery/Business Continuity

Task 2: Tenant Provision and Tune***Identity and Access Management, Single Sign On (SSO), and Multi Factor Authentication (MFA)***

Consultant shall implement Microsoft 365 Identity models, authentication, and access procedures. Consultant shall configure the following:

- AADConnect
- Azure SSPR
- Azure MFA

- Azure Conditional Access
- Azure AD SSO

Deliverable(s):

Due upon completion of Task 2 –

- Configure Identity and Access
- Configure SSO

Task 3: Share Point, Teams, & OneDrive Rollout and Governance Implementation

SharePoint Online Implementation and Governance Recommendations

Consultant shall perform a review of the as-is state of the County’s existing SharePoint environment and public folders, and develop a Readiness/Environment Assessment. Consultant shall work with County to understand the current state of business and help build a plan for pilot and full migration rollout for Intranet, including plans for SharePoint deployment and implementation, user, governance, communications, training, and testing. Consultant shall define the Migration strategy and plan which will be executed for pilot migration and full migration, and develop a Requirements Document. Consultant shall:

- Configure SharePoint Admin Center
- Provide SharePoint Governance & Recommendations

Deliverable(s):

Due upon completion of Task 3 -

One (1) written plan of each of the following for SharePoint

- Governance
- Communications
- Training

One (1) written Requirements Document for SharePoint

OneDrive for Business Implementation

Consultant shall migrate a small proportion of real User Data, and Corporate file share data to OneDrive from Google Drive to determine if any issues arise and mitigate those issues on a small number of users for future migrations, before completing the implementation. Consultant shall:

- Configure OneDrive for Business Admin Center

Deliverable(s):

Due upon completion of Task 3 -

- OneDrive for Business Configured
- Implementation of OneDrive for Business on Microsoft 365

Microsoft Teams and Chatbot Implementation including Governance Recommendations

Consultant shall review the as-is way of communication and collaboration within the County. Consultant shall

- Configure Microsoft Teams Admin center
- Provide Teams Governance & Recommendations (Naming Conventions, Templates, Policies, Creation Process, and Archival Process)
- Configure Tenant-wide team settings
- Configure Guest access
- Configure Naming policy

Deliverable(s):

Due upon completion of Task 3 -

One (1) written plan of each of the following for Teams:

- Governance
- Communications
- Training
- Requirements Document

Security & Governance Implementation

Consultant shall:

- Configure Exchange Online Protection (EOP)
- Enable Auditing for the tenant
- Disable external access
- Configure Azure Information Protection
- Configure Retention policies
- Configure Archiving policies
- Enable Advanced eDiscovery and Advanced Data Governance
- Implement Advanced Threat Protection

Deliverable(s):

Due upon completion of Task 3 -

- Configure recommended eligible services settings
- Defined threat-protection policies to set the appropriate level of protection

Task 4: Migration Preparation and FastTrack Validation

Migration methodology

Consultant shall prepare and provide guidance in collaboration with Microsoft to help County plan the migration, configure the source environments and Microsoft 365 tenant, and leverage the data migration services to migrate County data. The County will create and schedule the migration events in tandem with Consultant. Consultant shall launch the migration events with Microsoft, in accordance with the schedule, monitor their progress, and provide status reports.

Consultant shall:

- Provide a migration workshop covering the approach and process for the selected migration scenario
- Provide requirements for the source environment and Microsoft 365 tenant access to provide data migration services
- Provide guidance on configuring the source environments and Microsoft 365 tenant to enable data migration
- Configure FastTrack migration services to conduct the migrations

Migration Preparations

Consultant shall:

- Create Google Service Account
- Create migration endpoint
- Configure additional domain in Office 365
- Grant Google Application Programming Interface (API) permissions

Test Migration and Validation with Microsoft FastTrack (16TB Content)

Consultant shall:

- Create five (5) test user mailboxes in Google Workspace
- Test migration for Google Drive
- Initiate test user mailbox migration to check the endpoint and other settings
- Validate test migration and data
- Configure prerequisites for Fast Track Migration

Deliverable(s):

Due upon completion of Task 4 -

- Verification of migration preparations
- Test results for migration

Task 5: Pilot Migration

Data Migration Leveraging Microsoft FastTrack Services (Mailbox and OneDrive)

The pilot migration tests permissions and access verifies success, captures and addresses any errors, documents results, and gathers migration statistics. Consultant

shall migrate a small portion of content, verify results and make modifications, and test plans and mapping created during Task 1 specifically through:

- Initiating Google Mailbox migration to Microsoft Exchange Online using Microsoft FastTrack Services
- Initiating Google Drive migration to Microsoft OneDrive for Business using Microsoft FastTrack Services

Migration Validation and Remediation

Consultant shall:

- Validate the migration
- Remediate the migration issues (if any)

Google Vault to Microsoft 365 Archive and Google Sites and Google Drive to SharePoint online and Teams Migration

Consultant shall:

- Configure CloudM Migration Tool
- Configure Project at Google Admin Center
- Setup Impersonation Role to Admins
- Configure Azure Storage (Azure BLOB)
- Assign Tool Licenses
- Configure Source and Destination Endpoints
- Modify Default Migration Parameters
- Test Migration
- Initiate Migration from Google Vault to Exchange Online

Task 6: Microsoft Intune MDM Implementation

Microsoft Intune MDM Implementation

Consultant shall plan, deploy, and manage the implementation of Intune for Mobile Device Management, including:

- Configuring Policy Settings for Mobile Devices
- Configuring Device Auto-enrollment
- Configuring Conditional Access for Intune

Task 7: Training

Task 7.1 Training (For Technical and System Administrators)

- Technical and Sys Admins will receive up to three (3) training sessions of two (2) hours each. Each session will include up to ten (10) people

Task 7.2 Training (For Beginner End Users)

- Providing Fundamentals training for Beginner End-Users

Task 7.3 Training (For Experienced End Users)

Consultant shall provide training to forty-two (42) IT staff members, training of ten (10) System Admins, and training materials for one thousand six hundred (1600) Business Users, including

- Providing Training for Technical and Sys Admins to Configure, Implement and Support
- Providing Training for Technical and Sys Admins to Trouble-Shoot & Assist in Support
- Providing Fundamentals training for Beginner End-Users
- Providing Intermediate Training for Experienced End-Users
- Advanced Training of Features & Functions for Advanced Experienced End-Users
- Administration of Microsoft 365 services
- Creation and administration of archive and retention policies
- Provisioning and de-provisioning of users, including disposition of data that meets County retention and compliance policies
- Responding to e-discovery and legal hold requests
- Managing DirSync
- Microsoft 365 administration best practices, including role-based controls and separation of duties
- Creating reports for activity, performance, health, and access

Deliverable(s):

Due upon completion of Task 7 -

Training Materials/Documentation

One (1) PowerPoint training deck for each of the following classes:

- M365 Essentials
- SharePoint 3 (IT + 3 People)
- Teams 1
- OneDrive
- SharePoint 1
- Teams 2
- SharePoint 2