

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Strategic Business Technology

BOARD AGENDA #: B-8

AGENDA DATE: May 16, 2017

SUBJECT:

Approval of the 2017 Stanislaus County Information Technology Strategic Plan and Approval of Agreements with Crayon Software Experts LLC and Catapult Consultants LLC for the Purchase and Implementation of Microsoft Products Funded from Appropriations for Contingencies

BOARD ACTION AS FOLLOWS:

No. 2017-257

On motion of Supervisor Olsen, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

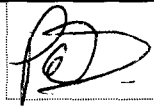
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Strategic Business Technology
Urgent Routine

BOARD AGENDA #: B-8

AGENDA DATE: May 16, 2017



CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval of the 2017 Stanislaus County Information Technology Strategic Plan and Approval of Agreements with Crayon Software Experts LLC and Catapult Consultants LLC for the Purchase and Implementation of Microsoft Products Funded from Appropriations for Contingencies

STAFF RECOMMENDATIONS:

1. Approve the Information Technology Strategic Plan.
2. Authorize the Purchasing Agent to enter into a 3-Year Enterprise Agreement with Crayon Software Experts LLC for the purchase of Microsoft Products.
3. Authorize the Purchasing Agent to negotiate and sign an agreement with Catapult Consultants LLC for consulting services.
4. Authorize the Auditor Controller to transfer \$1,900,000 from CEO – Appropriations for Contingencies to Strategic Business Technology to fund the Crayon Software Experts LLC enterprise agreement enrollment and related project costs per the attached budget journal.

DISCUSSION:

Stanislaus County's central information technology ("IT") department, Strategic Business Technology, manages certain enterprise systems and practices. Simultaneously, many County departments have their own IT units responsible for some gradient of departmental technology needs. While there have been groups formed over the years tasked with a level of oversight for cross-departmental IT practices, strategic planning for information technology in Stanislaus County has not been operationalized on a fixed schedule.

In 2000, an Information Technology Strategic Plan ("ITSP-2000") was approved by the Board of Supervisors which laid out several key initiatives. In 2007, a follow-up plan, known as the Business Technology Strategy ("BTS") was approved by the Board, carrying forward some of the key recommendations that had not been fully realized from ITSP-2000, as well as presenting new recommendations. These recommendations are provided in the Information Technology Strategic Plan Review section of the updated strategic plan document.

The 2017 Stanislaus County Information Technology Strategic Plan ("ITSP-2017") is the first in an on-going series of focused information technology strategic plans. ITSP-2017 has three main goals:

Approval of the 2017 Stanislaus County Information Technology Strategic Plan and Approval of Agreements with Crayon Software Experts LLC and Catapult Consultants LLC for the Purchase and Implementation of Microsoft Products Funded from Appropriations for Contingencies

- Goal One: ITSP-2017 is intended to inform County leadership about the key challenges faced by departments today that are, to some extent, IT-related;
- Goal Two: ITSP-2017 is intended to make key recommendations for addressing the challenges identified in Goal One;
- Goal Three: ITSP-2017 is intended to put in place a structure for routine reporting on the status of implementation of Goal Two recommendations and for revisiting the challenges and recommendations in future ITSP updates, to occur every 36 months.

To that end, ITSP-2017 makes use of a structure planned to be incorporated into future ITSP iterations. Challenges are categorized and recommendations are tied to specific challenges. While individual challenges will change over time, the general structure of ITSP planning and reporting is likely to remain consistent. When ITSP-2020 is published, it will include a section describing the implementation of ITSP-2017 recommendations – what worked and what did not.

ITSP-2017 asks the following questions regarding challenges facing Stanislaus County where technology currently plays a role, or arguably should play a role:

1. How do we best meet the customer where they are – summarized in the IT Innovations mantra of “Online not in line”?
2. How do we select the best products to solve the given challenge or issue?
3. How do we best secure the systems and data we are responsible for?
4. How do we best support the use of County IT systems, whether owned or subscribed?
5. How do we do all of the above in the most efficient way?

The specific recommendations that ITSP-2017 promotes are each tied to the 5 preceding questions. The recommendations are summarized below:

A1. Continue to emphasize Web-based services through the IT Innovations program

The IT Innovation focus on moving services online in support of providing service delivery “Online not in line” should continue. Departments should also incorporate this emphasis wherever possible into their practice, regardless of whether Innovation funds are involved or not.

A2. Embrace the use of mobile devices as a key element of the enterprise information technology toolset

Mobile devices, such as smartphones and tablet computers have become legitimate computers. The best smartphones and tablets are full-featured and supported by the computer industry, and are viable tools for County employees and for citizens to access County services and information. This recommendation suggests several ways to ensure that Stanislaus County is mindfully making the best use of these technologies.

B1. Cloud services should be considered for most future acquisitions of IT systems or services

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Vendor-hosted solutions delivered over the Internet, referred to in this document as “Cloud” services have become reliable, as secure as traditional on premise solutions, and often highly cost-effective. Stanislaus County should include Cloud-based solutions whenever major IT expenditures are being considered.

C1-C13. Improve County-wide IT security

A number of IT security-related recommendations are identified in ITSP-2017. These recommendations are organized into four functional areas: At the Network Edge, On the County Network, Related to Staff and Related to Policies.

Recommendation C10 is put forth as the most critical next step in Stanislaus County’s evolution as a highly secure enterprise. Recommendation C10 recommends hiring a dedicated Cybersecurity Officer (CSO) with county-wide responsibility and authority. In the absence of a well-trained, experienced and highly qualified CSO, the other IT security-related recommendations will likely fail, or at least fail to achieve the benefits anticipated.

D1 Investigate alternatives to the existing management practice for the County’s Oracle Financial Management System and PeopleSoft Human Resources Management System

The County’s financial system – Oracle Corporation’s Financial Management System (“FMS”) and its human resources system - PeopleSoft Human Resource Management System (“PeopleSoft”) have been in place since approximately 1999. Many public sector organizations over that period have successfully deployed other products to meet similar needs. Stanislaus County currently pays approximately \$600,000 per year in license, service and support costs to Oracle for these products. Significant IT staff time is likewise tied up in managing and maintaining these systems.

Stanislaus County should conduct a review of alternatives to using the existing FMS and PeopleSoft products, including Cloud service options. If it is determined that FMS and PeopleSoft continue to be the best fit for Stanislaus County in terms of cost and functionality, a review should be conducted to determine if the current arrangement regarding support of these platforms continues to be a best fit.

D2. Develop sustainability plans for significant IT expenditures

In the Business Technology Strategy several objectives were identified related to IT capital investment. Those recommendations are summarized in the Information Technology Strategic Plan Review section. Those recommendations focused on two key elements: creating an inventory of software licenses County-wide, and developing replacement cycles for key IT systems and infrastructure.

D3: Evaluate the effectiveness of the Stanislaus County IT classification structure

D4: Evaluate strategies for improving the success rate of IT recruitments, especially for the Software Developer class

D5: Evaluate the role that IT technical training and IT certifications could play in building a highly competent IT workforce

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In the 2007 Stanislaus County Business Technology Strategy, several objectives were identified that are still of primary concern: IT classification structure, IT staff training and certifications, and IT staff recruitment.

E1: Implement a single sign-on solution County-wide

A County-wide single sign-on (“SSO”) solution would allow County employees to access IT services using their existing username and password, as compared to the current arrangement whereby staff may have a different username and password for each system. Not only does having so many different sets of credentials create confusion among employees, it also negatively impacts IT costs by requiring that Help Desks deal with password resets, and lowers security since employees tend not to observe good password creation and management practices when they are overwhelmed with so many different requirements.

E2: Implement a County-wide email system using Microsoft’s Office 365 product

Stanislaus County currently employs 10 unique email systems, based on various versions of the GroupWise and Microsoft Exchange platforms. Complications arise from having so many different systems, not the least of which is the inefficiencies involved. Implementation of this recommendation would lead to a single hosted email platform which all County staff would use.

This recommendation is being brought to the Board of Supervisors for consideration. If approved by the Board of Supervisors, the Purchasing Agent would sign Microsoft Corporation’s “Enterprise Agreement”, with pricing and product delivery through their partner Crayon Software Experts, LLC.

Crayon Software Experts, LLC. was one of seven Microsoft distributors identified by a competitive Request for Proposal (RFP) process conducted by the County of Riverside for the acquisition of Microsoft software licensing and maintenance (upgrades). Riverside County’s RFP allows for other governmental entities to sign on, and provides the highest level of discounts available for Microsoft products.

At Strategic Business Technology’s request, Microsoft asked distributors identified in the County of Riverside’s RFP to provide competitive quotes to Stanislaus County. Three distributors did such: Crayon Software Experts, LLC; CDW Government, LLC; and Insight. Crayon Software Experts, LLC was selected due to providing the lowest-priced quote as detailed in the below chart.

Vendor	Annual Cost for 3 Years	3 Year Total
Crayon Software Experts, LLC	\$1,253,424	\$3,760,272
CDW Government, LLC	\$1,253,658	\$3,760,974
Insight	\$1,255,617	\$3,766,851

If the Board of Supervisors authorizes the Purchasing Agent to enter into the Enterprise Agreement, Microsoft and its partners will begin to assist Stanislaus County with a detailed

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implementation plan including a master schedule. It is anticipated that County departments would begin to transition to Office 365 before the end of Fiscal Year 2017-2018, with all County departments completing the move before the end of Fiscal Year 2018-2019.

Some anticipated benefits of Office 365 include:

- A single County-wide email system, hosted by Microsoft, would reduce staff time spent on maintaining many different email systems; freeing them up for more productive work on behalf of their departments;
- Office 365 provides increased capabilities on mobile devices when compared to GroupWise, an email system used by many County departments;
- Office 365's core applications (Exchange/Outlook; Microsoft Word, Excel, Power Point) are the de facto standards in most organizations today;
- Under the Enterprise Agreement negotiated by Riverside County, costs for these products are the lowest available; and
- With all County departments in a single environment, collaboration opportunities would be greatly increased, training could be provided County-wide on these systems, in a way that is impossible today given the many different email systems in use, and issues of incompatibilities with Address Books and document formats would be mitigated.

The County will also require the services of a consultant to assist with the transition to Office 365. Catapult Consultants, LLC holds a competitively-negotiated agreement with the federal General Service Agency. The County is permitted to negotiate professional services agreements, and is planning to execute a "piggy-backed" agreement with a maximum value of \$115,000, based on Catapult's price quotes. Of this amount, only \$45,000 will be paid by the County, with Microsoft contributing towards the balance.

POLICY ISSUE:

Board of Supervisors concurrence is being sought regarding the Information Technology Strategic Plan and its recommendations. Board of Supervisors' authorization is being requested to allow the Chief Executive Officer to transfer funds from CEO – Appropriations for Contingencies to Strategic Business Technology to fund the Crayon Software Experts LLC enterprise agreement enrollment and to authorize the Purchasing Agent to enter into the enterprise agreement with Crayon Software Experts LLC.

FISCAL IMPACT:

Currently, \$1,964,655 of General Fund fund balance is assigned to automation for county-wide enterprise IT projects. It is recommended the Enterprise Agreement enrollment for the Office 365 project be funded from these funds through Appropriations for Contingencies this fiscal year with a corresponding adjustment to fund balance as part of the Fiscal Year 2016-2017 year-end close process. For Budget Year 2017-2018 and 2018-2019, the Enterprise Agreement subscription costs will be allocated to the Strategic Business Technology budget and charged back to County departments based on usage.

The \$1.9 million transfer from Appropriations for Contingencies will cover the first year enrollment costs valued at \$1,616,628 for 4,150 County staff, which represents all staff minus

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the majority of District Attorney employees who are already using Office 365 and the staff of the Department of Child Support Services who are working with the State on a State-funded move to Office 365. Additionally, the \$1.9 million transfer will fund \$23,756 for the purchase under the enterprise agreement of Windows Server licenses associated with this project, \$75,000 for consultant fees, \$100,000 for the purchase of tools to migrate existing email and calendar events and \$84,616 for project contingencies.

Recurring costs are, as identified in the attached Crayon Software Experts LLC quotation, \$1,640,384 each in Fiscal Year 2018-2019 and Fiscal Year 2019-2020, which will be charged to County departments through the Strategic Business Technology department's billing process. Approximately \$515,000 of the annual costs will be attributed to the General Fund. Implementing Office 365 and the on-going costs associated with it will replace the costs associated with maintaining the current e-mail systems and purchasing and maintaining Microsoft products, which is approximately \$1,600,000 annually. Therefore, the net cost increase to the County to implement Office 365 is minimal, and the benefits of increased security, efficiencies, collaboration, and additional programs included with Office 365, such as SharePoint, Skype, and Yammer are a net benefit to the County.

Future costs associated with the Information Technology Strategic Plan will be separately identified and presented to the Board of Supervisors for approval as they are identified.

Cost of recommended action:	1,900,000
Source(s) of Funding:	
None	
Funding Total:	\$ -
Net Cost to County General Fund	<u>\$ 1,900,000</u>

Fiscal Year:	FY 2016-2017
Budget Adjustment/Appropriations needed:	YES

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support the Board's priority of the Efficient Delivery of Public Services. Promoting a vision for Information Technology in Stanislaus County and moving forward with the elements of the Information Technology Strategic Plan will position Stanislaus County to better and more efficiently serve its citizens.

STAFFING IMPACT:

Approval of the IT Strategic Plan and recommended actions have no immediate staffing impact. Existing IT staff will begin the implementation of Office 365 and Single Sign-on. The IT Strategic Plan does call for the addition of a Manager position to serve as the County IT Cybersecurity Officer. The plan also requires a comprehensive review of the current IT classifications. At this time there will be no request to add a Manager position. It is anticipated that the request to add the County IT Cybersecurity Officer will be included as part of 2017-

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2018 Final Budget. Any requested changes to IT classifications will be brought back to the Board for approval.

CONTACT PERSON:

Paul Gibson, Strategic Business Technology Director (209) 525-4357

ATTACHMENT(S):

1. 2017 Stanislaus County Information Technology Strategic Plan
2. Microsoft Enterprise Agreement quotation from Crayon Software Experts LLC
3. Budget Journal

Attachment 1

2017 Stanislaus County Information Technology Strategic Plan

Stanislaus County Information Technology Strategic Plan

March 2017

Preface

Stanislaus County employs a model for information technology governance that could best be described as federalist. There is a central information technology (“IT”) department, Strategic Business Technology which manages certain enterprise systems and practice. Simultaneously there are IT functions in many County departments responsible for some gradient of departmental technology needs. While there have been groups formed at times over the years tasked with a level of oversight for cross-departmental IT practice, strategic planning for information technology in Stanislaus County has not been operationalized on a fixed schedule.

In 2000, an Information Technology Strategic Plan (“ITSP-2000”) was approved by the Board of Supervisors which laid out several key initiatives. In 2007, a follow-up plan, known as the Business Technology Strategy (“BTS”) was approved by the Board, carrying forward some of the key recommendations that had not been fully realized from ITSP-2000, as well as presenting a few new recommendations. These recommendations are provided in the Information Technology Strategic Plan Review section of this document.

The document that you hold in your hands – or, hopefully, that you eschewed printing and are reading in an electronic form – is the first in an on-going series of focused information technology strategic plans. This version of the Stanislaus County Information Technology Strategic Plan (“ITSP-2017”) has three fundamental goals:

Goal One: ITSP-2017 is intended to inform County leadership about the key challenges faced by departments today that are, to some extent, IT-related;

Goal Two: ITSP-2017 is intended to make key recommendations for addressing the challenges identified in Goal One;

Goal Three: ITSP-2017 is intended to put in place a structure for routine reporting on the status of implementation of Goal Two recommendations and for revisiting the challenges and recommendations in future ITSP updates, to occur every 36 months.

To that end, you will find that ITSP-2017 makes use of a structure planned to be incorporated into future ITSP iterations. Challenges are categorized and recommendations are tied to specific challenges. While individual challenges will change over time, the general structure of ITSP planning and reporting is likely to remain consistent. When ITSP-2020 is published, it will include a section describing the implementation of ITSP-2017 recommendations – what worked and what did not. That section (“Information Technology Strategic Plan Review”) in this version of the ITSP is more summary in scope than readers should expect of future versions.

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Executive Briefing

The following is a description of the five primary challenges faced by Stanislaus County for which an IT-based solution may be indicated, or that are directly related to IT service delivery.

For each challenge, the reader will see a brief summary of specific recommendations of this Plan intended to address some component of that challenge. Details of the recommendations are provided in a later section.

In examining the challenges faced by Stanislaus County where technology currently plays a role, or arguably should play a role, it's useful to ask the following 5 questions:

1. How do we best meet the customer where they are – summarized in the IT Innovations mantra of “Online not in line”?
2. How do we select the best products to solve the given challenge or issue?
3. How do we best secure the systems and data we are responsible for?
4. How do we best support the use of County IT systems, whether owned or subscribed?
5. How do we do all of the above in the most efficient way?

From the 5 questions we could potentially construct a mission statement for IT (writ large) in Stanislaus County:

Our mission is to efficiently support the citizens of Stanislaus County by striving to select, secure and support technologies in the service of meeting our customers where they are.

Challenge One: Meeting the customer where they are. “Online not in line.”

Our IT efforts must be focused on creating the best environment to encourage customer self-service. The benefits of allowing the customer to engage directly in government processes electronically are well documented. Not only is an engaged citizenry a compelling goal in and of itself, self-service can cut down on staff time and effort, and minimize errors. Citizens should be able to answer their own questions, to be able to find easily what is required of them, to complete any forms that must be provided, to submit, respond to and follow their issue, request or process to successful completion via our technology solutions. This is as true for our internal customers (County staff), as it is for our external customers (County citizens).

For the foregoing to be successful, Stanislaus County must continue to emphasize the provision of high-quality public-facing services via the Web and on mobile devices. These services must be friendly to use, real-time and responsive.

Additionally, services intended to be used primarily by County staff should embrace mobile and Web-based implementations. Encouraging delivery of services outside of the traditional office environment both creates efficiencies, and provides a more friendly option for meeting the customer where they are.

Key Recommendations in response to Challenge One:

Recommendation 1A: Continue to emphasize Web-based services through the IT Innovations program. The IT Innovation program’s focus on moving services online in support of providing service delivery “Online not in line” should continue. Departments should also incorporate this emphasis wherever possible into their practice, regardless of whether Innovation funds are involved or not.

Recommendation 1B: Seek opportunities to make online services more accessible and usable via mobile devices such as smartphones and tablet computers. This recommendation is described in more detail in the Key Recommendations section.

Challenge Two: Selecting the right product or products

When selecting a product to solve a business challenge, one is confronted with many possible options. It is important to take into account whether a Commercial Off-the-Shelf (“COTS”) solution is the best fit, whether software developed in-house (e.g. by employee Software Developers) or developed by consultants or contractors is the best fit, or if a solution can be crafted utilizing existing platforms such as Microsoft Access or SharePoint or some similar product without the need for, or with a minimal need for custom software development. While this analysis can be a complicated undertaking, it is important to consider each option diligently.

In looking at potential commercial products to meet the business need, the maturity of Cloud-based services has been realized to the extent that such solutions should be included in any investigation.

Key Recommendations in response to Challenge Two:

Recommendation 2A: Cloud services should be considered for most, if not all, future acquisitions of IT systems or services. This recommendation is described in more detail in the Key Recommendations section.

Challenge Three: Securing IT Systems and Data

We have all witnessed the ever-increasing threats facing our IT systems. It is no longer the case that the greatest risks are limited to high-dollar-value targets such as financial institutions. Attackers today are as likely to be motivated by ideology and political views as by financial gain. As the threat landscape has become more complicated, every organization, Stanislaus County included, needs to up increase its efforts in regards IT security.

A rationale often given for why County departments have not fully embraced Cloud services, customer-facing technology solutions and mobility is the fear of increased security risks of such an implementation. From this, we can conclude that improving our security posture will also support our response to other challenges identified here.

In approaching IT security, we focus on threats to the availability of our systems, on protecting the confidentiality of the data, and of ensuring the integrity of the data.

This strategy has several recommendations related to the challenge of securing our IT systems and data. Each is identified in the following contexts: *security at the network edge*, *inside the network*, *related to staff* and *related to policies and practices*. These recommendations are described in more detail in the Key Recommendations section as Recommendations 3A-3M.

Challenge Four: Supporting the use of County IT systems

Once selected and implemented, the IT systems employed in Stanislaus County must be effectively managed. It is not enough to simply continue to manage a given system into perpetuity, however. The County must have plans for managing the full lifecycle of a given IT solution, including determining at which point it is necessary to investigate replacement of that system.

This strategy has several recommendations related to this challenge. These recommendations include investigating alternatives to the current implementations of the Oracle Financial Management System and

PeopleSoft Human Resources Management System (Recommendation 4A), of developing sustainability plans for significant IT expenditures (Recommendation 4B), as well as recommendations related to IT staffing. These may be found in the Key Recommendations section.

Challenge Five: Improving efficiencies in our IT practices

Stanislaus County citizens expect that we strive to be efficient in our practices. Citizens understand that it is not acceptable for us to deliver a service at a high level of quality if it could be conducted to a similar level of quality at a lower cost or using fewer resources. It is important that we consistently emphasize the need to revisit how our practices might be made more efficient.

This strategy has the following recommendations related to this challenge:

Recommendation 5A: Implement a single sign-on solution County-wide

Recommendation 5B: Implement a County-wide email system using Microsoft's Office 365 product

These recommendations are described in more detail in the Key Recommendations section.

Information Technology Strategic Plan Review

As previously described in the Executive Briefing, this Information Technology Strategic Plan (ITSP) is meant to be a document laying out important challenges facing Stanislaus County related to technology, or for which some technological solution should be investigated. IT strategic plans from 2000 and 2007 also made recommendations intended to guide the County's direction related to technology. Neither document laid out a specific framework for plan review or future plan development, however.

Beginning with this plan, identified here as ITSP-2017, a formal structure is proposed for constant iteration on IT strategic planning for Stanislaus County. In future Plans, this Information Technology Strategic Plan Review section will include an analysis of the implementation of recommendations from previous Plans.

The following table provides a schedule for the publication and review of this Plan, and of the preparation and publication of a future IT Strategic Plan (ITSP-2020):

IT Strategic Plan: 2017	
Publication:	March 2017
First Status Report:	June 2018
Planning Committee convenes:	March 2019
IT Strategic Plan: 2020	
Publication:	March 2020

This review schedule recommends that the ITSP Planning Committee (those involved in crafting the most recently published Plan) meet 15 months after publication of the latest Plan and issue a Status Report on the implementation of that Plan, describing successes and challenges in implementing the Plan's recommendations.

On the 24-month anniversary of the Plan's publication, the ITSP Planning Committee responsible for the development of the next Plan (ITSP-2020, in this case) should convene and begin to craft the next IT Strategic Plan, an element of which will be providing a review of the implementation of the previous ITSP. The section you are now reading will be where that information is promulgated.

Who should be involved in these ITSP Planning Committees? Certainly County IT Managers will play a crucial role. Special interest groups involved in certain technologies, such as the IT Security Special Interest Group, and the Oracle/PeopleSoft and GIS management committees must be involved, at least related to their areas of focus. Should Stanislaus County hire a Chief Information Officer, that individual would naturally lead these future planning efforts. In the absence of a Chief Information Officer, the Strategic Business Technology director should continue to lead. Other key stakeholders should be sought, especially when it comes to identifying the challenges reported in the Executive Briefing, around which the Plan is structured.

On the following page, the recommendations from the 2007 Business Technology Strategy ("BTS") are provided. The 2017 Information Technology Strategic Plan does not contain a formal review of the BTS recommendations, however, some of these recommendations are also referred to individually in other sections of this document.

Business Technology Strategy Recommendations

1. Expand Electronic Access to County Services

Continued migration of service delivery to electronic, especially web-based, methods is inevitable and should be embraced and adopted as a formal goal. Electronic access to services includes access by the citizens of Stanislaus County as well as by county employees and county partners.

2. Manage County IT Activities as a Partnership

County departments have specific needs from IT. The County as a whole benefits from making the best use of IT systems and assets. Wherever practicable the County should attempt to find avenues for improved collaboration in regards IT throughout the County, involving the Departments in key decisions about IT and listening to the needs of customers to manage IT in a prudent, responsible way. To this end, the creation of an IT Steering Committee is recommended to facilitate this communication and collaboration.

3. Establish Standards for Electronic Data Management (EDM)

Stanislaus County, like most organizations, struggles with the number of forms and records required by our business practices. While moving the paper component of these documents to an electronic format is a natural direction, it is important that this be done in an organized, coordinated fashion in order to not simply replace an organized but floor space-hungry paper system with a disorganized but compact electronic one. The development of standards for electronic forms, policies, procedures, guidelines and standards around electronic document management should all be developed to ease this migration to electronic documents.

4. Share and Manage Geographic Information System (GIS) Data

GIS data has quickly become pervasive in the County, as it has in our private lives. The ability to associate data with geographic location is a very effective method of communicating information visually. That data could represent locations of library branches, Megan's Law data or a map projecting impacts on vehicle traffic from proposed road work; in each case the user is better able to assimilate the information visually. While the County has long provided GIS services, in order to improve and expand those services, data standards and data maintenance procedures should be developed to improve the quality of the GIS offering. Additionally, partnering with other local governmental entities to share and improve GIS data could provide benefits for all parties.

5. Implement Business Process Management (BPM)

Ultimately, IT is implemented to improve or extend some business process, or it is probably implemented ineffectively. Understanding the business process first is critical to the success of any business process improvement. It is recommended that a formalized approach be created and adopted for analyzing business processes and evaluating whether an IT-based solution is appropriate to improve those processes. Additionally, mid- to large-scale IT projects would benefit from formalized project management procedures and methods, including standardized reporting and communication protocols. It is recommended that those protocols be developed and used where appropriate.

6. Develop and Sustain IT Capital Investments

Once IT systems are implemented, they must be maintained and there should be some plan for continued operation and ultimately, upgrade or replacement of the system. This includes computer applications such as word

processing and spreadsheet programs, and how their licenses are accounted for and managed, as well as larger enterprise applications such as financial management and human resources systems. Additionally hardware, including desktop computers, portable computers, printers, scanners, file servers, and the various types of network equipment have limited useful lives and forethought should be given to the entire lifecycle of this equipment, including eventual replacement. Planning, including the funding requirements, should be developed in collaboration with County departments for sustaining our IT systems.

7. Move Toward Common County-Wide Data Communication and Network Services

It is recommended that the County look at providing some core IT services either centrally or try to develop a standard platform for common capabilities. In particular, user directories, which are distributed databases used by applications to store information about system users such as user names, passwords and privilege levels, exist in multiple implementations throughout the County. It would be prudent to explore the possibility of tying these diverse systems together. Nearly every County employee has an e-mail account in one system or other, but there have always been challenges in communication between the different systems. It is further recommended that the County explore the feasibility of standardizing on a single e-mail platform. Given the number of IT initiatives already in place, as well as those under consideration, effectively communicating what is being implemented, what stage of delivery it is in currently and specifics about the IT initiative can be a daunting task. However, understanding and communicating what is really happening in IT in the County is critical and it is recommended that an effective method for sharing this information be developed and implemented.

8. Invest in Human and Organizational Capital

It is recommended that the current state of County IT staffing be studied. In particular, classifications should be analyzed to determine if the appropriate number, level and type of IT classifications exists and to recommend improvements where appropriate. Also, given the difficulty in finding and retaining qualified staff with a high level of IT competency, it is recommended that a study be performed to recommend ways of addressing this challenge. Additionally, some thought should be given to IT staffing levels and the distribution of IT staff throughout the County.

9. Develop a Comprehensive Business Continuity Plan

The more dependent we become on IT systems, the more critical it is that those systems remain available a very high percentage of the time. The current Business Continuity/Resumption plan should be reviewed and updated and formal methods of building Business Continuity and Disaster Recovery planning into the business process improvement process should be implemented.

Key Recommendations

1A. Continue to emphasize Web-based services through the IT Innovations program

The IT Innovation focus on moving services online in support of providing service delivery “Online not in line” should continue. Departments should also incorporate this emphasis wherever possible into their practice, regardless of whether Innovation funds are involved or not.

1B. Embrace the use of mobile devices as a key element of the enterprise information technology toolset

Synopsis:

Mobile devices, such as smartphones and tablet computers have become legitimate computers. The best smartphones and tablets are full-featured and supported by the computer industry, and are viable tools for County employees and for citizens to access County services and information. This recommendation suggests several ways to ensure that Stanislaus County is mindfully making the best use of these technologies.

Critical Outcomes:

For this recommendation to become a successful reality, it would be necessary for the following outcomes to be achieved:

- Future major IT expenditures would give preference to products that offer a rich mobile experience;
- Platform lock-in would be avoided through the selection of products that are not tied to a particular vendor’s (e.g. Apple, Google or Microsoft) mobile platform

Additional recommendation specifics

All future IT solutions procured should take into account the possible use of that system on mobile devices. Business cases for future major IT expenditures should give preference to products that offer a rich mobile experience.

Future IT expenditures for products that offer a mobile component should ensure full support for Apple iOS, Microsoft Surface and Google Android devices.

County departments must make sure that their supported mobile devices are kept current in terms of operating system and other security updates.

2A. Cloud services should be considered for most future acquisitions of IT systems or services

Synopsis:

Vendor-hosted solutions delivered over the Internet, referred to in this document as “Cloud” services have become reliable, as secure as traditional on premise solutions, and often highly cost-effective. Stanislaus County should include Cloud-based solutions whenever major IT expenditures are being considered.

Critical Outcomes:

For this recommendation to become a successful reality, it would be necessary for the following outcomes to be achieved:

- Cloud services would be considered for most if not all future acquisition of IT systems or services;
- Reliability of possible Cloud-based services would be a factor in selection;
- Contingencies would be developed for possible future separation from the Cloud service;
- When contracting with Cloud service providers, contracts would be clear in identifying ownership of data;
- County departments involved in contracting for Cloud services would perform their due diligence in investigating the security-related components of the service;

- Business cases for major IT expenditures would diligently identify the true cost differences between both Cloud and more traditional County-hosted solutions;

Additional recommendation specifics

A procurement planning workflow should be developed related to major IT expenditures. Elements of this workflow include a checklist including key considerations when considering Cloud services:

- Reliability metrics;
- Security and privacy measures;
- Procurement vehicles (such as existing agreements with other public sector entities that include necessary “piggy-back” language), and taking into account external mandates, such as Federal requirements prohibiting the use of “local preference” in vendor selection;
- Data ownership stipulations;
- Mechanisms for data export, both for routine data management purposes, and at separation from the vendor or service;
- A business case calculator for identifying cost differences between Cloud and traditional County-hosted solutions

3A-3M. Improve County-wide IT security

Synopsis:

A number of IT security-related recommendations follow. These recommendations are organized into four functional areas: At the Network Edge, On the County Network, Related to Staff and Related to Policies.

Critical Outcomes:

For this recommendation to become a successful reality, it would be necessary for the following outcomes to be achieved:

- An inventory of all County network entry points would be completed, as well as a comprehensive internal IT system catalog;
- IT security audits, both external and internal would become a standing practice;
- Tools for monitoring, reporting on, and resolving security vulnerabilities are required for our success;
- IT Security requires a dedicated, County-wide Cybersecurity Officer (CSO) ; Cybersecurity cannot be managed effectively as an ad-hoc assignment;
- For the CSO to be successful, his or her authority must be County-wide;
- Staff, both IT staff and those in all functional areas, must receive updated IT security training on a regular basis

Additional recommendation specifics

At the network edge:

3A. Inventory all entry points to the County network, Internet connections, and connections to third party networks

3B. Contract with a reputable IT Auditor to conduct a security assessment

3C. Evaluate findings from 3B and implement needed changes as soon as practicable

Inside the network:

3D. Require logging of all inbound and outbound traffic through the entry points identified in 3A as well as alerting of any suspicious activity associated with that traffic

- 3E. Research, procure and implement and require the routine use of internal vulnerability assessment tools
- 3F. Conduct peer-reviewed internal evaluations of compliance with security policy
- 3G. Implement a comprehensive internal software catalog
- 3H. Develop and implement secure software development standards
- 3I. Research, procure and implement and require the use of a software security assessment tool for all new software developed in-house and for-hire

Relating to staff:

- 3J. Hire a dedicated Cybersecurity Officer (CSO) with county-wide responsibility and authority
- 3K. The CSO will develop and conduct mandatory cybersecurity training for all County staff. Staff will be required to attend these trainings every three years. Information Technology staff should be trained more frequently – at least every 24 months
- 3L. Implement an internal Critical Incident Response Team (CIRT) including the CSO, County Security Officer and Terrorism Liaison Officer who train and practice incident response and have jurisdiction when cybersecurity issues are suspected

Relating to policies and practices:

- 3M. Update the County IT security policy with elements from these recommendations, acknowledging the authority of the Cybersecurity Officer and CIRT

Additional recommendation specifics

The foregoing will represent a major change to how IT security is managed in Stanislaus County. Each recommendation above will represent a significant undertaking in and of itself. For each recommendation to be properly scoped, and for costs and impacts to be clearly articulated to all stakeholders, will require someone to dedicate their time and effort. For that reason, *Recommendation 3J is put forth as the most critical next step in Stanislaus County's evolution as a highly secure enterprise.* In the absence of a well-trained, experienced and highly qualified CSO, the other IT security-related recommendations will likely fail, or at least fail to achieve the benefits anticipated.

Existing staff technical expertise in County departments should continue to be leveraged via the Security Special Interest Group, and those individuals may find roles in the internal auditing process (Recommendation 3F) and on the CIRT (Recommendation 3L) depending on the nature of any given incident.

4A Investigate alternatives to the existing management practice for the County's Oracle Financial Management System and PeopleSoft Human Resources Management System

Synopsis:

The County's financial system – Oracle Corporation's Financial Management System ("FMS") and its human resources system - PeopleSoft Human Resource Management System ("PeopleSoft") have been in place since approximately 1999. Many public sector organizations over that period have successfully deployed other products to meet similar needs. Stanislaus County currently pays approximately \$600,000 per year in license, service and support costs to Oracle for these products. Significant IT staff time is likewise tied up in managing and maintaining these systems.

Stanislaus County should conduct a review of alternatives to using the existing FMS and PeopleSoft products, including Cloud service options. If it is determined that FMS and PeopleSoft continue to be the best fit for Stanislaus County in terms of cost and functionality, a review should be conducted to determine if the current arrangement regarding support of these platforms continues to be the best fit for Stanislaus County.

Critical Outcomes:

For this recommendation to be successful, it would be necessary for the following outcomes to be achieved:

- A “blank slate” approach will be necessary if an unbiased review is to be conducted effectively;
- Key stakeholders from throughout the County must be engaged in this process;
- A long-term strategic analysis will be necessary that takes into account current needs as well as probable future requirements;
- Realities of the existing marketplace for these types of solutions will need to be acknowledged in any analysis

Additional recommendation specifics

A survey of alternatives to the existing FMS and PeopleSoft products should be conducted. In particular, products which are in use in other similar public sector entities should be identified.

A cost and fit analysis of the alternatives should be carried out by a team made up of key stakeholders. It will be necessary that users of the existing FMS and PeopleSoft products be invited to participate in this process, as they will be needed to understand how any significant change to County financial management and human resource management would impact their business requirements.

A recommendation should be prepared describing the outcome of this evaluation, and spelling out what changes, if any, should be pursued. This will of necessity be a detailed report taking into account many factors.

In order for the foregoing to be conducted in a timely and thoughtful manner, it is recommended that a lead for this project be identified who has the authority to carry this process through to completion. *It is recommended that a senior manager in either the Auditor-Controller’s Office or in Strategic Business Technology be assigned this leadership role.*

4B. Develop sustainability plans for significant IT expenditures

Synopsis:

In the Business Technology Strategy several objectives were identified related to IT capital investment. Those recommendations are summarized in the Information Technology Strategic Plan Review section. Those recommendations focused on two key elements: creating an inventory of software licenses County-wide, and developing replacement cycles for key IT systems and infrastructure.

Creating an inventory of IT systems is also proposed in Recommendation 3G. This recommendation restates the BTS’s emphasis on the development of standards related to replacement cycles for key IT systems and infrastructure.

Critical Outcomes:

For this recommendation to be successful, it would be necessary for the following outcomes to be achieved:

- County procurement of new IT systems would involve a business case that addresses the lifecycle of the planned system, and of what replacement at the end of that lifecycle would entail;
- Replacement plans for existing IT systems would be developed

Additional recommendation specifics

A number of recommendations in this Plan propose a business case document be prepared when significant IT purchases are being pursued. County IT managers, working with the General Services Agency – Purchasing Division (“GSA – Purchasing”) should develop a model business case document that incorporates these elements, including a planned lifecycle for each product. That business plan document should become an expected element of proposed IT purchases.

Departmental budget documents should reference their identified lifecycle for IT systems and components when pursuing replacement of existing products. A lead will need to be identified in each department who can work with GSA – Purchasing on developing and monitoring their sustainability plans. County departments whose IT needs are provided by Strategic Business Technology (“SBT”) may request that SBT play this role.

Should the County hire a Chief Information Officer, that individual would play a coordinating role in this process.

4C, 4D, 4E: Recommendations related to IT staffing

Synopsis:

In the Business Technology Strategy, several objectives were identified related to IT capital investment. Those recommendations are summarized in the Information Technology Strategic Plan Review section. From those recommendations, there are three issues that are still of primary concern: IT classification structure, IT staff training and certifications, and IT staff recruitment. The recommendations, specifically:

4C: Evaluate the effectiveness of the Stanislaus County IT classification structure

4D: Evaluate strategies for improving the success rate of IT recruitments, especially for the Software Developer class

4E: Evaluate the role that IT technical training and IT certifications could play in building a highly competent IT workforce

Critical Outcomes:

For these recommendations to be successful, it would be necessary for the following outcomes to be achieved:

- A “blank slate” approach will be necessary if an unbiased review is to be conducted effectively;
- Successful practices in similar public sector entities must be taken into account;
- For the Software Developer class, especially at the most senior levels, new approaches will be required

Additional recommendation specifics

Regarding the IT Classification structure

In developing this recommendation, it is not evident that sweeping changes to County IT classifications are necessary. However, in the rapidly changing world of technology, stagnation is the enemy. It has been at least 17

years since a County-wide evaluation of IT classes was conducted. The field evolves quickly, and Stanislaus County must be nimble if we are to continue to attract, retain and promote quality technologists.

Regarding Information Technology Recruitments

It has been the case for decades and will likely continue to be the case in the coming years that attracting talented, skilled technology professionals to work in local government service is especially difficult. Given the proximity of Stanislaus County to Silicon Valley, there is a large pool of candidates with amazing skills upon which we might draw. Unfortunately, these individuals can often demand far higher salaries in the Bay Area than we can afford to pay. And yet, the need for these people exists.

For us to succeed in attracting and retaining quality talent, we must try new approaches. There is a significant need in Stanislaus County for experienced Software Developers, in particular. There is a great deal of competition for these resources, however. Stanislaus County must find ways of either attracting these types of skilled individuals, or else look at ways of providing a leg up to our own staff so that they can attain the necessary skills to serve where they are needed in the County. And, conversely, it may simply not be feasible to employ these types of individuals as County employees. If the latter is true, some strategy related to software development-for-hire must be developed. This is the most critical issue in the arena of IT staffing in Stanislaus County.

Regarding the Role of IT Certifications and Training

Stanislaus County should review how best to make use of computer industry-recognized technical certifications. Most major vendors such as Microsoft, Cisco and Oracle offer certifications in their technology products. Other interest groups have developed certifications that are less specific to a particular vendor, such as the A+ and Network+ certifications. There may be a role for IT certifications among Stanislaus County IT employees in creating a more consistent baseline of skills, and in articulating expectations for staff as they advance in their careers, irrespective of which department that they serve.

Additionally, in keeping with Recommendation 4D, the County should evaluate what is appropriate, prudent and allowable in terms of investing in our own IT staff. It is not sensible to think that an individual hired as a Software Developer I will over the course of their career acquire the necessary skills to eventually promote to a Senior Software Developer/Analyst without some level of formal training or education. Perhaps there is a role for County-sponsored training that can help us “grow our own” technical experts, especially in hard to fill classifications.

These IT staff-related recommendations (Recommendations 4C, 4D, 4E) should be reviewed by County IT Managers in conjunction with Chief Executive Office Human Resources staff. Should the County hire a Chief Information Officer, that individual would lead this effort. In the absence of a Chief Information Officer, the SBT Director will lead.

5A: Implement a single sign-on solution County-wide

Synopsis:

A County-wide single sign-on (“SSO”) solution would allow County employees to access IT services using their existing username and password, as compared to the current arrangement whereby staff may have a different username and password for each system. Not only does having so many different sets of credentials create

confusion among employees, it also negatively impacts IT costs by requiring that Help Desks deal with password resets, and lowers security since employees tend not to observe good password creation and management practices when they are overwhelmed with so many different requirements.

The recommended SSO system would also be a necessary component of Recommendation 5B, regarding a County-wide email system.

Critical Outcomes:

For this recommendation to be successful, it would be necessary for the following outcomes to be achieved:

- A master directory containing all County employees would be created and managed at the Strategic Business Technology department;
- Existing Active Directory systems in departments that maintain them would need to be linked to the master directory in order to support updates such as for new hires, assignment changes and password changes;
- Applications which the County wished to integrate would need to be configured to make use of the master directory;
- New IT systems should be evaluated for their potential integration into SSO

Additional recommendation specifics

This implementation will involve every County department which manages their own user directory. Trust among departments and consultants involved in this project will be critical. It is recommended that the existing contract which encompasses the system known as DMS – Directory Management System used by many County departments be amended to encompass that vendor’s involvement in this project in order to take advantage of trust relationships already well established.

A master Enterprise Agreement with Microsoft that will cover Office 365 enrollment (see Recommendation 5B) can also incorporate the necessary server and user licenses for the SSO.

There will likely be subsequent phases of a single sign-on implementation, incorporating additional features such as password self-service and multi-factor authentication. These probable next steps should be considered in the initial implementation.

Strategic Business Technology staff at the Manager or Senior Systems Engineer level will lead this effort, in conjunction with the DMS vendor and the Microsoft implementation partner referenced in the next recommendation.

5B: Implement a County-wide email system using Microsoft’s Office 365 product

Synopsis:

Stanislaus County currently employs 10 unique email systems, based on various versions of the GroupWise and Microsoft Exchange platforms. Complications arise from having so many different systems, not the least of which is the inefficiencies involved. Implementation of this recommendation would lead to a single hosted email platform which all County staff would use.

Critical Outcomes:

For this recommendation to be successful, it would be necessary for the following outcomes to be achieved:

- All County staff are transitioned to using the Office 365 email product;
- The specific options chosen for Office 365 county-wide ensure that security and compliance are maintained or upgraded relative to the current email implementations;
- Collaboration and mobility features of Office 365 are adopted by all County departments;
- Year One costs of moving to Office 365 would be funded out of County Enterprise IT funding; departments should then incorporate the recurring costs into their budgeting

Additional recommendation specifics

Regarding Budgeting

Office 365 is a Cloud service from Microsoft Corporation with multiple tiers. An advantage of the subscription model employed by Microsoft is that the recurring cost is a fixed monthly/annual expense. It can be transparently budgeted for, and would license all Stanislaus County employees for the most current version of the Microsoft Office product. Microsoft Office is currently used by all departments.

Regarding County-wide email integration

Not only will a move to Office 365 greatly reduce the back-office IT effort of maintaining an email system (see also "Regarding potential cost savings" below), it will connect all email systems together, and make it possible for an employee to be trained once on an email platform and wherever their career takes them as a County employee, they will already be familiar with the email system in use in that department.

Regarding compatibility

Office 365 uses Microsoft Exchange as its email infrastructure and Microsoft Outlook as its email client. These are the most widely deployed email server and email clients in enterprises. The market has chosen these products as the standard, and any products that Stanislaus County might wish to integrate with email, if they can be integrated at all, probably already work with the email system in use in Office 365.

During the transition from existing email systems to Office 365, especially for departments currently on the GroupWise email system, additional tools will be required to migrate email and calendar events, and manage coexistence between GroupWise and Office 365. These products will not be required after all County departments have migrated to Office 365.

Regarding mobility and collaboration

As we increasingly move to a model where work must be done outside of the traditional context of the desk in an office (as previously described in Recommendation 1B), Office 365 is optimized for use on mobile devices. As collaboration between co-workers, teams and between County agencies becomes the expectation, Office 365 is built to enable document sharing and collaborative work.

Regarding the selection of the appropriate Office 365 features

Defining the mix of Microsoft Office 365 features that would be best for Stanislaus County has been the key work of the Office 365 working group. The Office 365 working group met internally, with Microsoft sales staff, and with Microsoft 3rd party integration specialists to understand the myriad licensing options for Office 365. The intent of that process was to define what it would take, at a minimum, to license Office 365 to serve as a true "County-wide email platform." The group looked at the current state of practice for County departments who manage their own email. Specifically, the group considered what security features, compliance and eDiscovery features, and features related to supporting mobile devices are in use today. The group felt it important that the capabilities already present in existing email systems be accounted for in a possible move to Office 365.

Regarding initial costs

There would be implementation costs including consulting and migration assistance tools. As a component of the Office 365 investigation, the working group was able to take advantage of Microsoft incentive funding of \$60,000 that would be applied to consulting efforts through their partner Catapult Systems to develop a comprehensive implementation plan, and to identify any additional components necessary to successfully bring Office 365 to Stanislaus County.

It is recommended that an overall project manager be assigned to guide this implementation. Given the County-wide coordination required, this task would best be handled by a manager or Senior Systems Engineer at Strategic Business Technology. Time spent on this project management activity would be carefully tracked.

Additionally, for Office 365 to be implemented, it is necessary to have one Active Directory with all Office 365 users contained within it. This could be accomplished via a Single Sign-On implementation (see Recommendation 5A). The Office 365 Working Group has made efforts to identify overlap between Office 365 licensing and Single Sign-On (“SSO”) licenses, and are recommending that an Enterprise Agreement for Office 365 also include the necessary licensing to support SSO, as it will be more cost-effective than making these purchases separately. Catapult Systems and Coneth Solutions, the local DMS provider referenced above will provide the necessary specifics regarding SSO costs as a component of their work.

Regarding potential cost savings

One benefit of entering into an Enterprise Agreement for Office 365 is that all of the products included in the Agreement could be procured at the best available pricing. Microsoft already provides an attractive pricing level for government. Microsoft’s “Level D” pricing provides a 45% discount off of list price for most products to qualifying government agencies. Under the Enterprise Agreement recommended here, the County would qualify for an additional 7% discount on top of that level D pricing. This is the most attractive pricing for Microsoft products currently available.

The Office 365 Working Group has not focused on identifying current costs County-wide that would be eliminated in moving to Office 365. In 2010 an effort was made to identify non-staff costs for maintaining the many email systems in the County. The total identified County-wide cost for email at that time, not including staff time spent on system administration, was approximately \$325,000 per year. Those costs seem to be consistent with current costs. Additionally, an Office 365 enrollment would save Stanislaus County in the following areas:

- Microsoft Office licensing – as all County staff would be licensed at the “User” level, no additional Office licenses would need to be procured. Under Office 365, a single User license can be deployed on multiple devices (e.g. on a desktop and on a laptop).
 - Cost comparison: Purchasing these licenses would need to be done at least every five years in order to support staying current. Assuming an organization-wide purchase every five years, that cost annualized is approximately \$731,000;
- Microsoft Windows licensing -- There are additional enterprise benefits of the Windows 10 Enterprise license that is included in this recommendation. Some departments, regardless of a move to Office 365, are considering enrolling for additional Microsoft Windows license features that are already included in the Office 365 options recommended here.
 - Cost comparison: The value of the Windows 10 Enterprise license, as a 5 year annualized cost is approximately \$370,000 County-wide.
- Storage – Office 365 includes storage of 100 Gigabyte of email per user. It also includes Microsoft OneDrive, which provides for each user an unlimited amount of personal storage, plus SharePoint Online includes 1 Terabyte of storage plus 500 Megabyte per user of shared storage. As departments begin to take advantage of these features, our County-wide need for additional file server storage will certainly be positively impacted.
 - Cost comparison: It is difficult to calculate the monetary value of this component; however current storage costs are approximately \$.004/Megabyte for raw, high performance storage. There are many elements that go into actually providing enterprise storage, but a useful metric is that the cost to provide one Megabyte of storage is in the range of \$.005-\$.01. It should be safe

to assume that the value of this storage is at least \$40,000 and depending on how OneDrive is used and adopted, it could easily amount to \$150,000 or more.

Regarding staff time savings

It is difficult to calculate what savings Stanislaus County might experience regarding technical staff whose time, to one extent or another is spent on tasks related to email system administration. In this Plan we are not recommending that an Office 365 implementation be accompanied by actual IT staff reductions in the County. The savings in staff time should be anticipated to be reallocated to other work that today is either not done as often or as effectively as it should be, or is not being performed at all. This time could be better spent on training non-IT staff, on gaining expertise with County and departmental systems and otherwise becoming involved in making the best use of IT systems that bring value, rather than on back-office maintenance tasks.

Much of the IT staff time savings is anticipated to come from two areas: basic administration of email systems and related (e.g. security, compliance) components, and from responding to security-related problems. While some basic email administration tasks will remain, the care-and-feeding of the systems themselves will be managed by Microsoft's support teams. System upgrades, backups and other *system tasks* will no longer be a primary concern for County IT staff. The work that will remain will be in responding to *user tasks* – setting up new accounts, dealing with name changes, changing job titles, et cetera. Much of this work can be done at a lower technical level, reducing the costs of such efforts. It is certainly not realistic to think that there will be zero security incidents in an Office 365 environment. However, the scale at which Microsoft operates – millions of users, has dictated that they develop, acquire and partner with the best security services available anywhere. It is reasonable to think that the number and severity of email security threats in an Office 365 environment will be significantly diminished, and staff time involved in mitigating those threats will likewise be diminished.

Based on analysis done at Strategic Business Technology, savings of Systems Engineer time in email-related tasks (system tasks and email-security-related efforts) in an Office 365 environment was projected to be approximately 400 hours per year, spread across three Systems Engineers. From that analysis, we project that County-wide IT staff savings could easily be the equivalent of one Systems Engineer, or approximately \$100K per year.

Regarding other benefits of moving to Office 365 County-wide

- Office 365, as licensed here, includes Skype for Business, which allows scheduling of online meetings, shared desktop presentations and Video Conferencing features via Skype;
- It also includes SharePoint, Microsoft's collaboration and document management solution. SharePoint could become a robust and extensible County Intranet, and is used in several departments successfully already. The cost of licensing SharePoint for the entire organization would be approximately \$50,000 per year;
- The Yammer enterprise Instant Messaging platform is also included;
- Integrated Voice Messaging is included, which could eventually prove the successor to the current Voice over Internet Telephony ("VoIP") voice mail system

In summary, this recommendation covers a County-wide adoption of Microsoft's Office 365 platform. A project to move forward with Office 365 would provide the following benefits:

- A County-wide email platform would be achieved, reducing current inefficiencies and allowing improved collaboration;

- The email platform includes a robust bundle of security and compliance features, equivalent to the best that any individual department has managed to assemble on their own, supporting every County employee;
- Cloud storage, in support of email and collaboration features, securely and professionally managed, is also included;
- Licensing for the Microsoft Office suite of products would be included for all County staff, centralizing procurement, ensuring the best available pricing and supporting product replacement after a 5-year useful life of the suite;
- Licensing for the Windows operating system is also included, at the Enterprise level that is most appropriate for the County, at the best available pricing;
- Additional products such as SharePoint and Skype for Business are also included that will likely become standard tools for many departments;
- As Office 365 employs a Software-as-a-Service model, upgrades and new features are included and implemented by the vendor without large upgrade projects or significant downtime;
- All of the products included in this suite are in wide use in government and in the private sector; and the Exchange and Microsoft Office products in particular are de facto standards in their product niche, ensuring compatibility with future efforts.

Some of these components are not in use throughout the County today. For example, GroupWise, rather than Microsoft Exchange, is used for email by many departments. Some departments have deployed Microsoft's SharePoint, many have not. Not all departments have deployed email compliance or mobile device management systems. There are a variety of approaches used by departments to fight email spam, viruses and other security threats, with varying degrees of success. This recommendation would create a baseline for these products across the County that is of the highest level.

Email administration in Stanislaus County is fragmented, and as a result, inefficient. Uniting the County under a single email umbrella, ensuring the best pricing and off-loading much of the day-to-day responsibility of administering a reliable, enterprise-class email offering to an organization who specializes in that service is good business sense. Freeing County IT staff of the need to manage a service that can more effectively be managed by the private sector allows them to focus on the unique needs of their department and the County. This recommendation would create the most efficient mechanism for providing email County-wide.

Allowing County employees to make use of a best-of-breed email system that supports mobility and collaboration allows them to be more effective in their actual work. Having a single platform that all County employees use makes new employee training simpler. Having a single email platform makes it less costly for staff to pursue a career with Stanislaus County that might include tenures in multiple County departments, as one of their key business tools will be the same regardless. Having a single email platform makes it easier for technical staff to gain mastery of the email system for the purpose of integrating other systems County-wide. This recommendation would create an environment that supports mobility, collaboration and expertise.

The annual costs of this recommendation are in line with what the County currently pays for email, Microsoft Office and Windows licensing. It provides much more in value, in terms of products and features alone. However, uniting all County employees under one Office 365 umbrella as is recommended here creates a community of County employees, focuses on collaboration and mobility, with an eye toward future needs that far exceeds anything that exists today.

Matrix of Information Technology Strategic Plan 2017 Challenges and Recommendations

Challenge One	Meeting the customer where they are. "Online not in line."
Challenge Two	Selecting the right product or products
Challenge Three	Securing IT Systems and Data
Challenge Four	Supporting the use of County IT systems
Challenge Five	Improving efficiencies in our IT practices
Recommendation 1A	Continue to emphasize Web-based services through the IT Innovations program. The IT Innovation program's focus on moving services online in support of providing service delivery "Online not in line" should continue. Departments should also incorporate this emphasis wherever possible into their practice, regardless of whether Innovation funds are involved or not
Recommendation 1B	Seek opportunities to make online services more accessible and usable via mobile devices such as smartphones and tablet computers
Recommendation 2A	Cloud services should be considered for most, if not all, future acquisitions of IT systems or services
Recommendation 3A	Inventory all entry points to the County network, Internet connections, and connections to third party networks
Recommendation 3B	Contract with a reputable IT Auditor to conduct a security assessment
Recommendation 3C	Evaluate findings from 3B and implement needed changes as soon as practicable
Recommendation 3D	Require logging of all inbound and outbound traffic through the entry points identified in 3A as well as alerting of any suspicious activity associated with that traffic
Recommendation 3E	Research, procure and implement and require the routine use of internal vulnerability assessment tools
Recommendation 3F	Conduct peer-reviewed internal evaluations of compliance with security policy
Recommendation 3G	Implement a comprehensive internal software catalog
Recommendation 3H	Develop and implement secure software development standards
Recommendation 3I	Research, procure and implement and require the use of a software security assessment tool for all new software developed in-house and for-hire
Recommendation 3J	Hire a dedicated Cybersecurity Officer (CSO) with county-wide responsibility and authority
Recommendation 3K	The CSO will develop and conduct mandatory cybersecurity training for all County staff. Staff will be required to attend these trainings every three years. Information Technology staff should be trained more frequently – at least every 24 months
Recommendation 3L	Implement an internal Critical Incident Response Team (CIRT) including the CSO, County Security Officer and Terrorism Liaison Officer who train and practice incident response and have jurisdiction when cybersecurity issues are suspected

Recommendation 3M	Update the County IT security policy with elements from these recommendations, acknowledging the authority of the Cybersecurity Officer and CIRT
Recommendation 4A	Investigate alternatives to the existing management practice for the County's Oracle Financial Management System and PeopleSoft Human Resources Management System
Recommendation 4B	Develop sustainability plans for significant IT expenditures
Recommendation 4C	Evaluate the effectiveness of the Stanislaus County IT classification structure
Recommendation 4D	Evaluate strategies for improving the success rate of IT recruitments, especially for the Software Developer class
Recommendation 4E	Evaluate the role that IT technical training and IT certifications could play in building a highly competent IT workforce
Recommendation 5A	Implement a single sign-on solution County-wide
Recommendation 5B	Implement a County-wide email system using Microsoft's Office 365 product

Acknowledgments

This strategic plan was created in consultation with the following committees, groups and functions:

Information Technology Managers committee;

Geographical Information System Management committee;

Microsoft Office 365 Working Group;

Chief Executive Office

Keith Boggs, Assistant Executive Officer;

Human Resources; specifically Tamara Thomas, HR Director,

Budget team; specifically Patrice Dietrich, Deputy Executive Officer;

Patrick Cavanah, Management Consultant

Auditor-Controller's Office; specifically Lauren Klein, Auditor-Controller and Roger Lovell, Payroll Manager

I would like to thank all who played a part in this process. To all of you and all who will be involved going forward, I would remind you that everything will be OK!

Finally, this work would have been impossible without the support, diligence and supreme professionalism of the employees of the Strategic Business Technology department. It's impossible to give enough credit or thanks for all that you do on behalf of your County. Yours is an impossible task which you manage to find a way to accomplish anyway.

Thank you,

Paul E. Gibson

Director, Strategic Business Technology

1 March 2017

gibsonp@stancounty.com

(209) 525-6529

Attachment 2

Microsoft Enterprise Agreement
quotation from
Crayon Software Experts LLC

Program Signature Form

MBA/MBSA number		7-LMBEXHWMM
Agreement number	01E73970	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

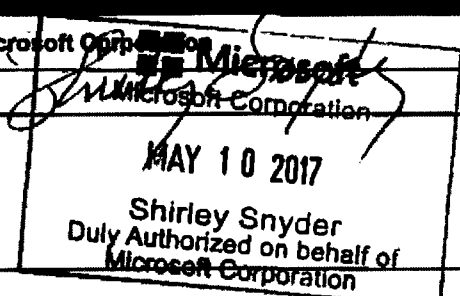
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Enterprise Amendment	CSD (New)
Product Selection Form	0579550.005 PSF


By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Stanislaus County
Signature*	_____
Printed First and Last Name*	Keith D. Boggs
Printed Title	Assistant Executive Officer, GSA Director/Purchasing Agent
Signature Date*	
Tax ID	

* Indicates required field

Microsoft Affiliate	
Signature	
Printed First and Last Name	Shirley Snyder
Printed Title	Duly Authorized on behalf of Microsoft Corporation
Signature Date (date Microsoft Affiliate countersigns)	MAY 10 2017
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	Paul Gibson
Printed Title	Director, Strategic Business Technology
Signature Date*	05/11/2017

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

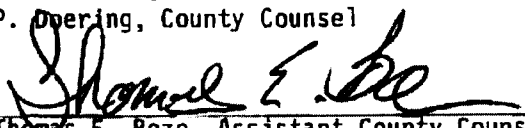
* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Stanislaus County
Approved as to Form:
John P. Overing, County Counsel

By: 
Thomas E. Boze, Assistant County Counsel



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	86443396	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the Initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Stanislaus County

Contact name* First Paul **Last** Gibson

Contact email address* gibsonp@stancounty.com

Street address* 1010 10th Street suite 5400

City* Modesto

State/Province* CA

Postal code* 95354-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 209-525-6339

Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible

Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Paul Last Gibson
Contact email address* gibsonp@stancounty.com
Street address* 1010 10th Street suite 5400
City* Modesto
State/Province* CA
Postal code* 95354-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 209-525-6339

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Paul Last Gibson
Contact email address* gibsonp@stancounty.com
Phone* 209-525-6339

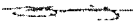
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller Information.** Reseller contact for this Enrollment is:

Reseller company name* Crayon Software Experts LLC
Street address (PO boxes will not be accepted)* 8111 LBJ Freeway Suite 1000
City* Dallas
State/Province* TX
Postal code* 75251-1313
Country* United States
Contact name* Crayon US OPS TEAM
Phone* 469-964-3865
Contact email address* license.us@crayon.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* Greg Landry
Printed title* MS Operations Manager
Date* 5/10/2017

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

7-LMBEXHWMM

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Enterprise Enrollment Multi-Tenant Enrollment Amendment M130

1. *Definitions.*

- a. "Tenant" means the environment established by Microsoft on its multi-tenant servers from which Online Services are hosted for Enrolled Affiliate's Enterprise. More information about Tenants may be found in the applicable Services Descriptions posted to the following or a successor site Microsoft identifies: <http://technet.microsoft.com/en-us/library/1f819284.aspx> and included below in Section "Technical considerations for multi-Tenant deployment".
- b. "Tenant Administrator" means any licensed user of a Tenant that has their role set to "Global Administrator" in their profile settings in the Tenant User Administration page of the tenant portal. A Tenant can have multiple users configured as "Global Administrator" and in this case there is no differentiation of technical capabilities between them, they are each Tenant Administrators for that Tenant and can perform their technical functions unilaterally. The login credentials must be unique across the entire global system for each user, including but not limited to, users that are configured as Tenant Administrators.

2. *Tenant Enrollment terms.*

- a. Customer Data in each Tenant is logically isolated from Customer Data in other Tenants, and each Tenant is managed separately by Tenant Administrator(s) using entirely different login credentials. Two Tenants may not share Tenant Administrator(s) with the same login credentials or share data objects such as address lists or SharePoint Online sites.

To enable multiple Tenants for Online Services Plans, as identified in the Product Terms, Enrolled Affiliate can request assignment of an enrollment number ("Tenant Enrollment") for each Affiliate or subset of Affiliates included in its Enterprise that require separate Tenants ("Tenant Affiliate"). Tenant Enrollments may only be established for Affiliates included in the Enrolled Affiliate's Enterprise in the "Enrolled Affiliate's Enterprise" section of the Enrollment.

To facilitate Tenant Enrollments for Tenant Affiliates, the parties agree that an enrollment number will be assigned for each Tenant Affiliate listed in the table in Appendix A to this amendment. Enrolled Affiliate hereby accepts the terms and conditions of the Lead Enrollment on behalf of each Tenant Affiliate. Enrolled Affiliates represents and warrants that it has the right, power, and authority to accept on behalf of Tenant Affiliate.

- b. Notwithstanding that the Tenant Affiliates listed in the table in Appendix A will appear as Enrolled Affiliates in Microsoft's Volume Licensing Servicing Center ("VLSC"), Enrolled Affiliate acknowledges and agrees that it is the sole Enrolled Affiliate, and sole Licensee, with respect to each Tenant Enrollment, and Enrolled Affiliate will be solely responsible for each Tenant Enrollment's compliance with the terms and conditions of the Lead Enrollment and the associated Enterprise Agreement.
- c. Price level under each Tenant Enrollment will be the same level that is reflected on the Product Selection Form and is based upon the aggregate of License and Software Assurance quantity of the Lead Enrollment and each Tenant Enrollment as described in the Product Selection Form or as described in other agreement documents.
- d. The effective date, term, anniversary dates and payment dates for each Tenant Enrollment shall coincide with the Lead Enrollment identified above.
- e. All Product Licenses that are not covered in the scope of the Online Services must be purchased under the Lead Enrollment, including Enterprise Products and Additional Products.

- f. Enrolled Affiliate must submit an annual true up order for each Tenant Enrollment per the terms of the Lead Enrollment and must comply with the requirements set forth in the Lead Enrollment under the Section titled "Order Requirements", with the exception of the initial order requiring a minimum of 250 Licenses for each Tenant Enrollment and (if applicable) the submission of an Update Statement under each Tenant Enrollment. The initial order and all subsequent orders will be submitted separately for each respective Tenant Enrollment. For any included Affiliate that remains licensed with on-premise Licenses and does not require a separate Tenant Enrollment, orders must be placed under the Lead Enrollment.
- g. If the Enrolled Affiliate is Transitioning Licenses (as contemplated in the Lead Enrollment), Licenses from which the Enrolled Affiliate is Transitioning will be reduced from the Lead Enrollment identified above and the Licenses to which the Enrolled Affiliate is Transitioning will be ordered under the specific Tenant Enrollment(s).
- h. Due to technical considerations for multi-tenant deployment, described below, Licenses may not be reassigned between the Tenant Affiliates.
- i. Each Tenant Enrollment may be managed separately in VLSC (or a successor site) by the individuals whose names and contact information are identified in Appendix A, or by other individuals to whom each Tenant Affiliate may delegate such management responsibilities, to the same extent as if such Tenant Affiliate had enrolled separately as an Enrolled Affiliate under the Enterprise Agreement pursuant to its own Enrollment.
- j. Enrollment acceptance and order reminders will be sent to contact(s) identified on the Lead Enrollment only.

3. *Technical considerations for multi-Tenant deployment.*

Each Tenant Affiliate will be assigned a separate Tenant, provided that it complies with the terms and conditions of this amendment. Each Tenant will require Tenant Administrator(s) with unique login credentials, and each Tenant Affiliate will manage its Tenant separately in the administrator console. This will permit and require each Tenant Affiliate to be managed and operated independently of the other. Due to the independent nature of each Affiliate Tenant from the other, there will be a number of technical boundaries associated with managing or using the tenants together, including but not limited to those in the following list:

- a. No ability to provide consolidated administrative reporting or control across Tenants.
- b. No automated ability to move users between Tenants. For example, if a user moves from one affiliate to another, this will require Tenant Administrators to manually create new User accounts, download mail to PST files and import, and delete old user.
- c. No consolidated Global Address List for all Tenants.
- d. No ability for a single individual with the same Tenant Administrator login credentials to manage more than one Tenant. However it is possible for a single person to have unique login credentials for each tenant as long as they track their own login credentials.
- e. No ability to share domain names across Tenants.
- f. No ability to share SIP domains; each Tenant will have a separate Skype for Business Online SIP domain.
- g. Separate Licenses required if users in one Tenant need to access SharePoint Online in another Tenant.
- h. No master SharePoint content index combining all Tenants; each Tenant's index will be restricted to that Tenant.
- i. Additional on premise configuration required for directory synchronization; some scenarios may not be possible. Affiliate is advised to consult with technical specialists prior to signing this Amendment to determine if their proposed configuration will work.

4. Common Enrollment information for Tenant Enrollment based upon Enrollment.

The following information will be applied to all Tenant Enrollments based upon the information provided in the Lead Enrollment, as well as any change requested to such information. Changes to individual Tenant Enrollments for these details will not be allowed.

- a. Primary Contact. For purposes of delineating enrollments, Tenant Enrollments will be delineated uniquely in the enrollment details to be displayed on VLSC with the following format "Tenant-Lead Enrollment number-Tenant Affiliate Entity Name". This entity name must be provided in Appendix A for this Amendment under Tenant Affiliate Entity Name. The individual contact identified as Primary contact will be the same individual with the same physical address across all Tenant Enrollments as identified on the Lead Enrollment.
- b. Notices Contact and Online Administrator
- c. Microsoft Account Manager
- d. Media Delivery Address
- e. Billing contact and Software Advisor/Reseller information
- f. Financing and Tax Elections as provided in the Lead Enrollment

5. Online Services Manager.

For each Tenant Enrollment, a unique Online Services Manager must be provided in Appendix A. This contact is authorized to (1) manage the Online Services ordered under the Enrollment and (2) reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Appendix A

1	Tenant Details	Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Sheriff Tenant Purchase Order Number: Tenant Affiliate Entity Name: Sheriff Tenant
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	Online Services Manager Contact Details	<p>Contact name: First: Scott Last: Campbell Contact email address: scampbell@stanislaussheriff.com Street address: 1010 10th Street, Suite 5400 City: Modesto State/Province: California Postal code: 95354-0873 (For U.S. addresses, please provide the zip + 4, e.g. xxxx-xxxx) Country: United States Phone: 209.567.4435 Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
	Tenant Details	<p>Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Purchase Order Number: Tenant Affiliate Entity Name:</p>
<p>2</p>	Online Services Manager Contact Details	<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxx-xxxx) Country: Phone: Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>

3	Tenant Details	Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Purchase Order Number: Tenant Affiliate Entity Name:
	Online Services Manager Contact Details	Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxx-xxxx) Country: Phone: Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
4	Tenant Details	Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Purchase Order Number: Tenant Affiliate Entity Name:
	Online Services Manager Contact Details	Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxx-xxxx) Country: Phone: Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO

		<p>Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
5	<p>Tenant Details</p>	<p>Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Purchase Order Number: Tenant Affiliate Entity Name:</p>
	<p>Online Services Manager Contact Details</p>	<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxx-xxxx) Country: Phone: Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
6	<p>Tenant Details</p>	<p>Prior Tenant Enrollment number (if renewal): Tenant Enrollment Number (Microsoft to Complete): Profile ID: Purchase Order Number: Tenant Affiliate Entity Name:</p>

	<p>Online Services Manager Contact Details</p>	<p>Contact name: First: Last: Contact email address: Street address: City: State/Province: Postal code: - (For U.S. addresses, please provide the zip + 4, e.g. xxxx-xxxx) Country: Phone: Fax: Is this contact a third party (not Enrolled Affiliate)? <input type="checkbox"/> YES <input type="checkbox"/> NO Warning: This contact receives personally identifiable information of the Customer and its Affiliates.</p>
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Enterprise Enrollment Effective Date Amendment ID M23

The paragraph of the Enrollment titled "Effective date" is amended by adding the following:

Both parties to the Enrollment have agreed, for their mutual benefit, that the Enrollment will have an effective date other than the date it is signed by Microsoft. Therefore, the effective date of the Enrollment will be 5/22/2017.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Apr2016)v2(IU).docx		M97	B
(M130)EnrAmend(MultiTenantTerms)(WW)(ENG)(Apr2017)(IU).docx		M130	B
(M23)EnrAmend(EffectiveDate)(WW)(ENG)(Jan2016)(IU).docx		M23	PLSS

Proposal ID

0578550.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	0	4 150	-	Yes	User Licenses

Products	Enterprise Quantity
Secure Productive Enterprise	
Secure Productive Enterprise USL	4,150

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	4150	4150	4150	4150

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents Price level set using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p> <p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Attachment 3

Budget Journal

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text
* List - Text USD
List - Text MAY-17
Text
Text
Text Office 365 Agreement
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (5 char)	Other (5 char)	Debit Incr appropriations Decr est revenue * Number	Credit decr appropriations Incr est revenue * Number	Line Description Text	
Fi	0100	0016071	89000	0000000	000000	000000	000000		1900000	Approp for Cont. Decrea	
Fi	0100	0016401	85850	0000000	000000	000000	000000	1900000		GF Cont. to Other Progra	
Fi	5031	0048100	46620	0000000	000000	000000	000000		1900000	SBT County Match Incre	
Fi	5031	0048100	62210	0000000	000000	000000	000000	1900000		SBT Annual Lic. Increase	
Totals:									3800000	3800000	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Transfer of \$1.9 million in Appropriations for Contingencies to Strategic Business Technology for the purchase and implementation of Office 365.

Requesting Department Paul Gibson Prepared by 5/1/2017 Date	CEO Paul Gibson Supervisor's Approval 5/1/2017 Date	Data Entry Keyed by Date	Auditors Office Only Prepared By Approved By 5/2/2017 Date
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**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Catapult Systems, LLC, ("Consultant"), on June 20, 2017 (the "Agreement").

Introduction

WHEREAS, the County has a need for Consultant to provide services assisting the County with the transition to Office 365 as identified in Exhibit C;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A and Exhibit C**, ("Services") which are attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of

performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a semi-monthly, monthly or a quarterly statement, as services warrant, in U.S. dollars, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

All payments are due and payable in U.S. dollars at Consultant's offices in Austin, Travis County, Texas, or as Consultant may designate in the future. Disputes with respect to invoiced amounts shall be deemed waived if not raised in writing within such 30-day period.

County agrees to pay any and all applicable Sales Tax.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

3.5 This Agreement may terminate upon 30 days' notice from Consultant of County's failure to pay Consultant's invoices in accordance with the payment terms stated above.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted

by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

(d) With the exception of indemnification obligations identified in this agreement, in no event will either party's total liability arising under or with respect to this agreement ever exceed the fees actually paid to consultant by count for the services under this agreement, regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service

is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County, upon 30 days advance written notice from County, at County's sole expense, and during customary business hours, shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national

origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:
Stanislaus County	Catapult Systems, LLC
Attn: GSA Contract Administrator	1221 South MoPac Expressway
1010 10 th Street, Suite 5400	Three Barton Skyway, Suite 350
Modesto, CA 95354	Austin, TX 78746
	Attn: Adam Ward

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under

this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.


(signatures on the next page)

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CATAPULT SYSTEMS, LLC

By: _____


Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: _____

Name
Title

"County"

"Consultant"

APPROVED AS TO CONTENT:

Strategic Business Technology

By: _____


Paul Gibson,
Director

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: _____


Thomas E. Boze
Assistant County Counsel

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CATAPULT SYSTEMS, LLC

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By:  _____

Name *David Rowe*
Title *National Practice Director*

"County"

"Consultant"

APPROVED AS TO CONTENT:
Strategic Business Technology

By: _____
Paul Gibson,
Director

APPROVED AS TO FORM:
John P. Doering, County Counsel

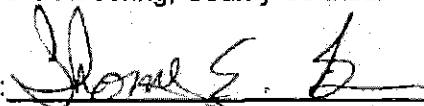
By:  _____
Thomas E. Boze
Assistant County Counsel

EXHIBIT A

A. SCOPE OF WORK

Consultant shall provide all of the labor, materials and supervision to perform the work described in the Statement of Work, Exhibit D dated June 19, 2017, attached hereto and made a part of this Agreement.

1. Schedule and Budget

Consultant shall complete the report on a mutually acceptable schedule. Consultant fee schedule is identified in Exhibit C. Consultant shall only bill for work completed and not for work in progress.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$75,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from June 20, 2017 through June 30, 2017, or until completed, unless otherwise terminated as provided below.

D. INVOICE TO:

Invoices shall be submitted to:

Stanislaus County
Attn: SBT Administration
801 11th Street, Suite 4100
Modesto, CA 95354

EXHIBIT B

Insurance Requirements for IT Vendor Services

IT Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Evidence of Coverage only)
(Not required if consultant provides written verification it has no employees)
4. **Cyber Liability** Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. (Evidence of Coverage only)

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

The Vendor (Consultant) shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, cancellation, any reduction in coverage or in limits of the required policy or policies.

Waiver of Subrogation

Vendor hereby grants to County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Vendor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Vendor and Vendor's officers, employees, agents, representatives or subcontractors. Vendor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: 

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 06/22/2017

Vendor: Catapult Consulting

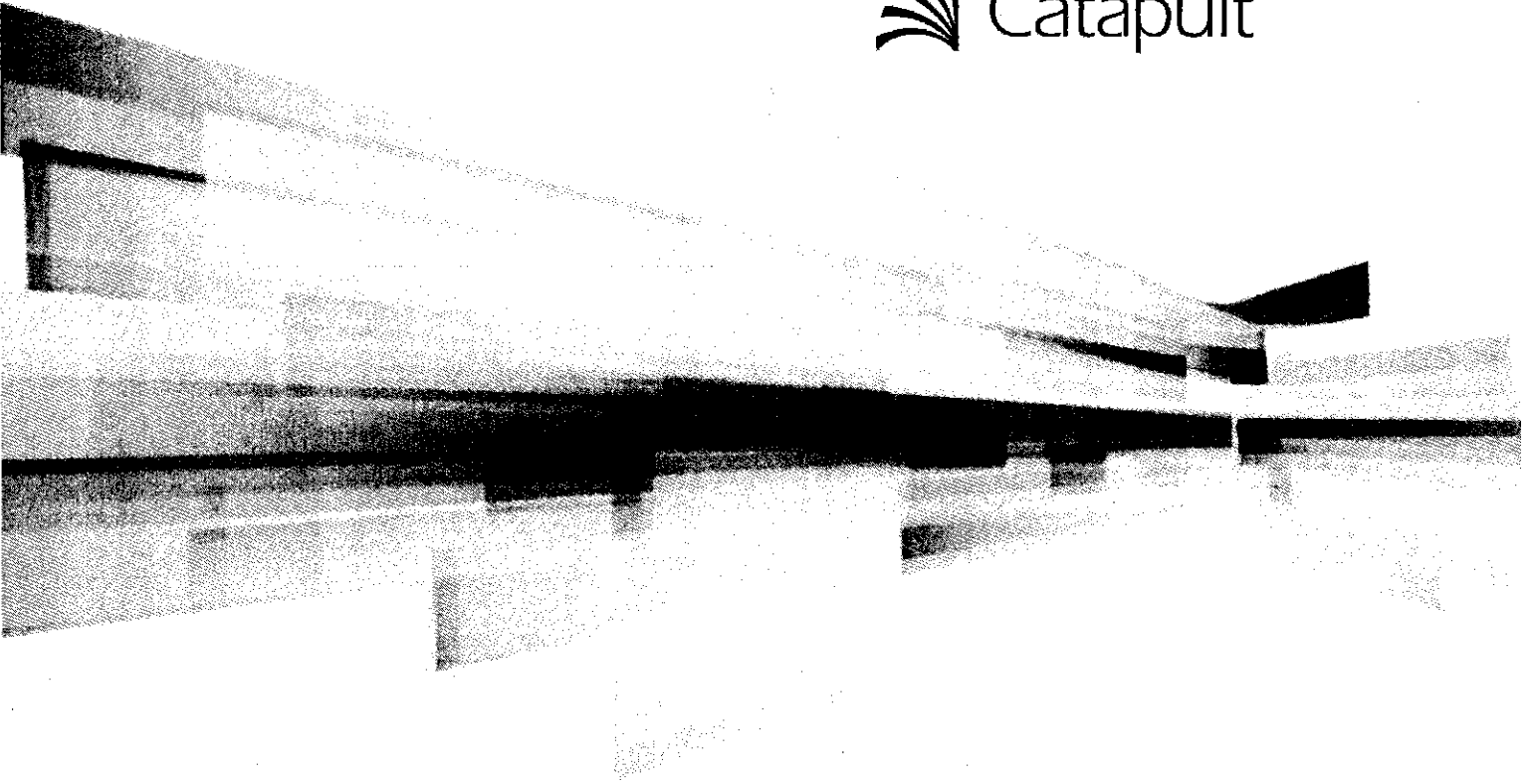


Exhibit C:
Office 365
Discovery
*For Stanislaus
County*

June 19, 2017

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1. Engagement Overview

Stanislaus County (Stanislaus) is planning to move multiple email systems (approximately 16 separate environments) into a single Microsoft Office 365 tenant. There are several email platforms (GroupWise, Exchange on premise, etc.) that will need to be consolidated into the Exchange Online Platform to consider this engagement a success. Stanislaus has achieved current "buy-in" from most of their target organizations and will need assistance with discovery and project planning to map out an effective migration strategy, ensure infrastructure readiness, and ultimately minimize risk during the migrations. Based on the items above as well as our previous discussions, we are recommending that this Office 365 Initiative begin with an Infrastructure Assessment.

Thus, the Assessment phase will document current environment setup and gather the data necessary to correctly plan for the full migration.

1.1 Success Criteria

This engagement will be successful when:

1. Infrastructure assessment has been completed on 16 existing email environments
2. Recommendation and remediation report has been delivered

2. Scope of Work

2.1 Catapult Scope

The Catapult team is responsible for the following work items to complete this engagement:

1. Infrastructure Assessment
 - a. Current Email Environments (16) Discovery
 - b. Document current
 - i. Mail flow
 - ii. Mail hygiene solutions
 - iii. Total mailbox counts
 1. User Mailboxes
 2. Resource Mailboxes
 - iv. Individual and total mailbox sizes
 - v. Journaling/Archiving/Litigation usages
 - vi. Unified Messaging
 - vii. Mobile Device Management (MDM)
 - viii. Application dependencies
 - ix. Any environment specific non-standard customizations
2. Assessment report and remediation task output
 - a. Catapult will provide a report of all items captured as a part of the assessment.
 - b. Catapult will provide a list of recommended remediation tasks to the Client. this will serve as a project check point before moving into phase 2

2.2 Client Participation

The Client team will participate in this engagement as follows.

1. Coordinate with Client resources and staff schedules.
2. Provide Catapult with appropriate access to systems to perform discovery and assessment tasks.
 - a. Any requirements the consultant is expected to complete before gaining access (background checks, etc) will be provided to Catapult and completed before the project begins
3. Facilitate and participate in planning sessions and workshops with the appropriate technical resources required.
 - a. We expect that Stanislaus will facilitate introductions across organizations and assist with meeting coordination with the required resources
4. Review and approve engagement deliverables.

2.3 Out of Scope

Deliverables and activities that are not identified in this document are, by definition, out of scope unless accompanied by an approved Project Change Request.

Some tasks required to successfully complete this project are considered out of scope or to have limited involvement by Catapult personnel. The following items should be considered with respect to the overall Client objective, but are not planned for this engagement.

1. Deployment or configuration of any software or hardware.
2. Remediation of any issues discovered that will impact future migration efforts.
3. Troubleshooting of any technical issues.
4. Deployment of any of the solutions planned for as part of this engagement.
5. Physical Server Installation – Catapult personnel are not responsible for the physical server installation including: rack-mounting and installing peripherals such as cards and memory.
6. Server Operating System Installation – Catapult personnel are not responsible for operating system installation and configuration tasks. However, they are responsible for making configuration recommendations and auditing installation to ensure compliance.

2.4 Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	Assessment and Remediation report	This will document the findings discovered during the assessment. This will also include a list of recommended remediation tasks.

2.5 Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

- The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
- Information provided in Client documents and statements used to develop this Statement of Work are assumed to be an accurate representation of the respective subject matter.
- Client will provide Catapult Consultants with necessary permissions and credentials for accessing the client systems.

- In accordance with the project schedule, the assigned Catapult resources will be engaged on a full-time basis and work will be completed on consecutive business / working days for the duration of this engagement.
- Client key stakeholders will be readily accessible for key decision making throughout the course of the initiative.
- The Catapult team may perform portions of the work either on site or off site, depending on the nature of each task.
- Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work.
- Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, a change order will be presented for approval prior to commencement of the associated work.
- Client understands the success of this project is dependent upon the participation of Client staff, third party vendors and equipment availability based on the procurement of hardware to facilitate project needs. Participation levels will be determined and communicated during the engagement.
- The Catapult team assumes that the Client will have the proper facilities, space, and equipment to support the efforts of the project team. This will include all necessary hardware required for the installation and testing of each technology being designed.
- The Catapult team will assist the Client in determining hardware and software requirements to fulfill the objectives of the project. Client will be responsible for purchasing all required equipment and software.
- Client will review interim and final deliverables and report acceptance or discrepancy to the Catapult team within 3 days of submission of deliverables.
- Client will assume responsibility for management of all non-Catapult Systems managed vendors.
- Client will provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology.

3. Delivery Approach

3.1 Activity Plan

The table below summarizes the work activities and effort estimates planned for the completion of this engagement. Based on our current work estimates and staffing approach, we expect a total duration of approximately 3 weeks.

Phase	Activity	Work Effort (Hrs/Days)	Schedule (Week)
Discovery	Infrastructure Assessments		Weeks 1-2
	Report compilation		Week 2-3
	Present findings to client		Week 3

3.2 Staffing

Key Catapult roles are described below.

Role	Responsibilities
Senior O365 Migration Architect	<ul style="list-style-type: none"> • Conduct Infrastructure assessment • Compile assessment findings and remediation recommendations report
Project Manager	<ul style="list-style-type: none"> • Create and maintain the project plan. • Assign tasks to resources. • Perform risk analysis. • Approve project charges such as travel expenses, equipment, or billable time. • Create and communicate project status reports to management and clients. • Manage the budget and approve client invoices. • Ensure quality and timeliness for the services. • Maintain a healthy relationship with the client. • Ensure client acceptance for delivered services. • Provide updates to the Delivery Manager.
Delivery Manager	<ul style="list-style-type: none"> • Primary accountability for quality of delivery, communication and issue resolution. • Management oversight for status reporting, budget and schedule tracking

3.3 Status Reporting

The Catapult team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget and schedule tracking information. The Catapult team will conduct a weekly status meeting with the Client team to review the status report and address any issues or activities that require attention.

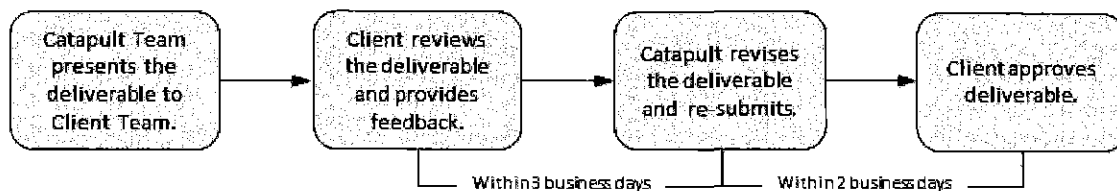
Below are sample sections from a Catapult project status report:

3.4 Project Closeout Report

Upon completion of the engagement, Catapult will provide a project closeout report. This document will indicate final project status including evidence of meeting acceptance criteria, outstanding issues, final budget and schedule outcomes and lessons learned.

3.5 Approving Deliverables

The Catapult and Client teams will jointly execute a deliverable review process as defined in the diagram below.



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Client requires more iterations of this process, the Catapult Delivery Manager will evaluate the related impact on budget and schedule and execute the change management process as appropriate.

3.6 Change Management

Catapult will notify Client immediately if there is any **material change in scope, schedule, or budget**. Conversely, Client will notify Catapult immediately of any changes in scope or timeline. Any change to the scope will be managed using Catapult Project Change Management process. Under this process, either Catapult or Client may initiate a change request when some change or event has occurred that may impact the scope, schedule, or budget of the project. Once submitted, Catapult will respond with formal documentation that includes description of the change, effort to implement the change, and cost of the change. The effort and

cost estimate will only be performed if Client has agreed in writing to any billable charges for this analysis. The change management process will provide Catapult and Client an understanding of the change and how it will impact the project in relation to duration and cost before the change is implemented.

Client can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a Change Request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Client requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned.).
- *Change in Schedule* – Material changes in the schedule due to circumstances outside the control of the engagement team

4. Professional Service Fees

Catapult will provide the services defined in this SOW on a *time and materials* basis at \$169.32/hr. Catapult estimates the work described in this SOW to require between 120 – 146 hours.

Item Description	Quantity Range		Unit Price	Pricing Range	
	Low Est	High Est		Low Cost	High Cost
Time and Materials Consulting Services	120	146	\$169.32	\$20,318.40	\$24,720.72
* Estimated Travel (Up to 2 weeks)			\$2000/week	\$2,000	\$4,000
TOTAL				\$24,318.40	\$28,720.72

*All travel reimbursement shall be in accordance with the County's travel policy.

Catapult Systems will provide the services defined in this Arrangement on a *time and materials* basis at the following hourly rates – GSA Pricing:

Labor Category	Cost per Hour
Information Technology Consultant IV	\$152.69
Information Technology Consultant V	\$169.32

*Description of Labor Categories is contained in Addendum A

Catapult Systems will provide services and submit invoices for actual hours worked in accordance with GSA Contract GS-35F0613W.

Addendum A: Description of GSA Labor Categories

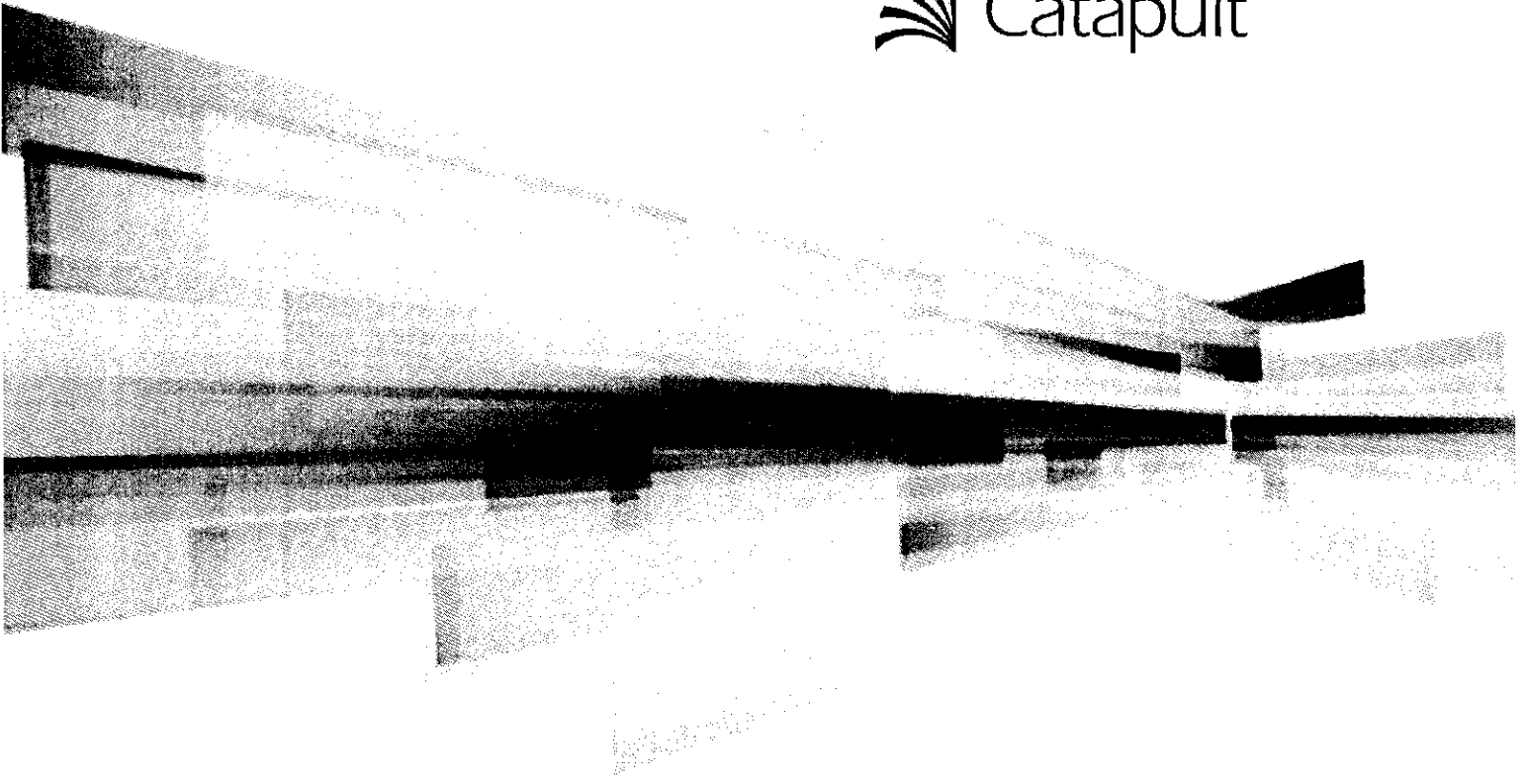
Information Technology Consultant IV

Bachelor's degree (BA/BS) or equivalent experience in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), over ten years' experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies.

Information Technology Consultant V

Bachelor's degree (BA/BS) or equivalent experience in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), over twelve years' experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies.

Please refer to Attached GSA 70 Schedule for full terms and conditions.



Office 365 E&P

Stanislaus County

June 19, 2017



This document was developed specifically for the client named on this page. The concepts and methodologies contained herein are proprietary to Catapult. Duplication, reproduction or disclosure of information in this document without the express, written permission of Catapult is prohibited.

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1. Engagement Overview

Stanislaus County (Stanislaus) is planning to move multiple email systems (approximately 15 separate environments) into a single Microsoft Office 365 tenant. There are several email platforms (GroupWise, Exchange on premise, etc.) that will need to be consolidated into the Exchange Online Platform to consider this engagement a success. Stanislaus has achieved current “buy-in” from most of their target organizations and will need assistance with discovery and project planning to map out an effective migration strategy, ensure infrastructure readiness, and ultimately minimize risk during the migrations. Based on the items above as well as our previous discussions, we are recommending that this Office 365 Initiative begin with an Envisioning and Planning phase.

Thus, the Envisioning and Planning phase will ensure migration readiness as well as produce a road map and Statement of work that defines the implementation phase(s) for this effort.

1.1 Success Criteria

This engagement will be successful when:

1. Identity Management plan has been created based on the outcome of the following:
 - a. Technical discovery sessions
 - b. Design planning session
 - c. Client requirements gathering
2. Authentication plan has been created based on solution chosen for identity management
3. High level migration plan for each email environment created
4. High level communication/adoption plan has been created
5. A statement of work for the full migration phase has been created

2. Scope of Work

2.1 Catapult Scope

The Catapult team is responsible for the following work items to complete this engagement:

1. Road-mapping Sessions

- a. O365 Planning workshop(s)
 - i. Educate client in understanding the full suite of Office 365 features
 1. Office 365 licensing overview
 - ii. Conduct as- needed workshops on individual Office 365 workloads
 1. May included the following workloads:
 - a. Exchange Online
 - b. SharePoint Online
 - c. One Drive for Business
 - d. Skype for Business
 - e. Office Pro Plus
 - f. Enterprise Mobility + Security (EMS)
 - g. Azure IaaS
 2. Produce formal Office 365 Road Map and recommendations document which includes:
 - a. Suggested timelines
 - b. Dependencies
 - c. High level visualizations documenting findings
- b. Communication and Change Management planning workshop(s)
 - i. These workshops will help identify communication needs to facilitate a smooth transition for all users across environments.
 1. Communication planning
 - a. Identify audience(s)
 - b. Define specific communication channels/needs
 - c. Define communication milestones and timelines
 2. Adoption planning and activities
 - a. Identify user training needs
 - b. Define adoption activities throughout engagement
 - i. Tie these activities into communication plan
 - c. Define any user collateral (user guides, training manuals) needed
 - i. Define branding requirements for this collateral
 3. Produce a communication and adoption activity Road Map/plan

2. Identity Planning

- a. Conduct identity design sessions with IT stakeholders from each entity
 - i. Requirements gathering
- b. Assess and review each environment's (15) current directory systems

- i. Name spaces
- ii. Forests
- iii. Domains
- iv. Trusts
- c. Recommend best approach for Identity Management of all users
 - i. Azure AD Connect – Multi forest to single tenant directory synchronization
 - ii. Microsoft Identity Manager (MIM) – Staging Forest
 - iii. Possible 3rd Party Options
- d. Create plan for Identity Management based on technical discovery, design planning, and client requirements

3. Authentication Planning

- a. Conduct authentication planning design sessions with IT stakeholders from each entity
 - i. Most likely conducted during the Identity Planning sessions (dependencies)
 - ii. Active Directory Federation Services (ADFS) will be the targeted technology
- b. Recommend best approach for authentication of all users to Office 365 Cloud Services
- c. Create plan for authentication, based on the optimal solution for the chosen identity management solution, design planning, and client requirements

4. Migration Planning

- a. Conduct migration planning sessions with key IT stakeholders from each entity
- b. Review available migration methods and 3rd party tools that will be necessary to accomplish migration effort for each environment
 - i. Native Exchange migration tools
 - ii. 3rd party GroupWise migration tools
 - iii. Tenant to tenant migration tools if necessary
- c. Recommend best approach for each email environment based on discovery
- d. Create high level migration plan for each type of email environment currently in production

5. Statement of Work

- a. Produce a complete Statement of Work (SOW) for the future development/migration phases of the project

2.2 Client Participation

The Client team will participate in this engagement as follows.

1. Coordinate with Client resources and staff schedules.
2. Provide Catapult with appropriate access to systems to perform discovery tasks.
3. Facilitate and participate in planning sessions and workshops with the appropriate technical resources required.
 - a. We expect that Stanislaus will facilitate introductions across organizations and assist with meeting coordination with the required resources

4. Review and approve engagement deliverables.
5. Provide Catapult with a list of the client's Microsoft license subscriptions during the initial project kickoff meeting, or upon license purchase if later.
6. Assign Catapult as the digital Partner of Record for each applicable subscription in Microsoft's Customer Portal within 10 days of initial project kickoff meeting, or after license purchase if later. Instructions included in Appendix A.

Appendix A: *Digital Attach: Partner of Record*

2.3 Out of Scope

Deliverables and activities that are not identified in this document are out of scope unless accompanied by an approved Project Change Request.

Some tasks required to successfully complete this project are considered out of scope or to have limited involvement by Catapult personnel. The following items should be considered with respect to the overall Client objective, but are not planned for this engagement.

1. Deployment or configuration of any software or hardware.
2. Remediation of any issues discovered that will impact future migration efforts.
3. Any Exchange migrations
4. Troubleshooting of any technical issues.
5. Deployment of any of the solutions planned for as part of this engagement.
6. Physical Server Installation – Catapult personnel are not responsible for the physical server installation including: rack-mounting and installing peripherals such as cards and memory.
7. Server Operating System Installation – Catapult personnel are not responsible for operating system installation and configuration tasks. However, they are responsible for making configuration recommendations and auditing installation to ensure compliance.

2.4 Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	O365 Roadmap and Recommendations document	Based on education sessions across workloads, this document will include suggested overall timelines and dependencies for a full O365 migration plan
2	High level communication plan	This will outline requirements and a high-level plan for communication and adoption needs for users within the migration phase of the project. may include: <ul style="list-style-type: none"> • Email communication templates and cadence • Required user training materials
3	Identity management plan	This will detail the plan to manage the identities of users from each entity.
4	Authentication plan	The authentication plan will be delivered as part of the identity plan as the two are closely related and have dependencies.
5	Migration plan	Will outline a high-level plan for the migration of each type of email environment.
6	Phase 2 statement of work	Complete Statement of work for phase 2 (Identity, Authentication, Email Migration)

2.5 Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

- The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
- Information provided in Client documents and statements used to develop this Statement of Work are assumed to be an accurate representation of the respective subject matter.
- Client will provide Catapult Consultants with necessary permissions and credentials for accessing the client systems.
- In accordance with the project schedule, the assigned Catapult resources will be engaged on a full-time basis and work will be completed on consecutive business / working days for the duration of this engagement.
- Client key stakeholders will be readily accessible for key decision making throughout the course of the initiative.
- The Catapult team may perform portions of the work either on site or off site, depending on the nature of each task.
- Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work.
- Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, a change order will be presented for approval prior to commencement of the associated work.
- Client understands the success of this project is dependent upon the participation of Client staff, third party vendors and equipment availability based on the procurement of hardware to facilitate project needs. Participation levels will be determined and communicated during the engagement.
- The Catapult team assumes that the Client will have the proper facilities, space, and equipment to support the efforts of the project team. This will include all necessary hardware required for the installation and testing of each technology being designed.
- The Catapult team will assist the Client in determining hardware and software requirements to fulfill the objectives of the project. Client will be responsible for purchasing all required equipment and software.
- Client will review interim and final deliverables and report acceptance or discrepancy to the Catapult team within 3 days of submission of deliverables.
- Client will assume responsibility for management of all non-Catapult Systems managed vendors.
- Client will provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology.

3. Delivery Approach

3.1 Activity Plan

The table below summarizes the high-level work activities and effort estimates planned for the completion of this engagement. This is subject to change based on a project plan and client availability. Based on our current work estimates and staffing approach, we expect a total duration of approximately **6-8 weeks**

Phase	Activity	Schedule (Week)
Envisioning & Planning	Road Mapping Sessions	1-2
	Identity and Authentication Design/Planning	2-5
	Migration Planning	4-7
	Documentation and review	6-7
	Total	6-7 weeks

3.2 Staffing

Key Catapult roles are described below.

Role	Responsibilities
Identity Architect	<ul style="list-style-type: none"> • Conduct workshop for identity and authentication planning. • Will design Identity Management solution. • Provide architecture for authentication to cloud services.
Senior O365 Migration Architect	<ul style="list-style-type: none"> • Conduct migration planning sessions. • Create migration plan for each type of mail environment
Organizational Change Management Consultant	<ul style="list-style-type: none"> • Conduct change management and communication planning workshops. • Share industry best practices and recommendations for user adoption and transition management. • Develop and document the communication plan.
Project Manager	<ul style="list-style-type: none"> • Create and maintain the project plan. • Assign tasks to resources. • Perform risk analysis. • Approve project charges such as travel expenses, equipment, or billable time. • Create and communicate project status reports to management and clients. • Manage the budget and approve client invoices. • Ensure quality and timeliness for the services. • Maintain a healthy relationship with the client. • Ensure client acceptance for delivered services. • Provide updates to the Delivery Manager.
Delivery Manager	<ul style="list-style-type: none"> • Primary accountability for quality of delivery, communication and issue resolution. • Management oversight for status reporting, budget and schedule tracking.

3.3 Status Reporting

The Catapult team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget and schedule tracking information. The Catapult team will conduct a weekly status meeting with the Client team to review the status report and address any issues or activities that require attention.

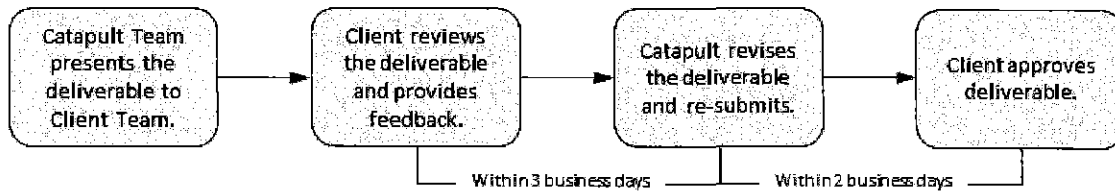
Below are sample sections from a Catapult project status report:

3.4 Project Closeout Report

Upon completion of the engagement, Catapult will provide a project closeout report. This document will indicate final project status including evidence of meeting acceptance criteria, outstanding issues, final budget and schedule outcomes and lessons learned.

3.5 Approving Deliverables

The Catapult and Client teams will jointly execute a deliverable review process as defined in the diagram below.



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Client requires more iterations of this process, the Catapult Delivery Manager will evaluate the related impact on budget and schedule and execute the change management process as appropriate.

3.6 Change Management

Catapult will notify Client immediately if there is any **material change in scope, schedule, or budget**. Conversely, Client will notify Catapult immediately of any changes in scope or timeline. Any change to the scope will be managed using Catapult Project Change Management process. Under this process, either Catapult or Client may initiate a change request when some change or event has occurred that may impact the scope, schedule, or budget of the project. Once submitted, Catapult will respond with formal documentation that includes description of the change, effort to implement the change, and cost of the change. The effort and cost estimate will only be performed if Client has agreed in writing to any billable charges for this analysis. The change management process will provide Catapult and Client an understanding of the change and how it will impact the project in relation to duration and cost before the change is implemented.

Either Catapult or Client may initiate a Change Request when some change or event has occurred that may impact the scope of the engagement. Catapult will prepare formal documentation that includes description of the change with estimated implementation effort and impact to schedule and budget. Client can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a Change Request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Client requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned.).
- *Change in Schedule* – Material changes in the schedule due to circumstances outside the control of the engagement team

4. Professional Service Fees

Catapult will provide the services defined in this SOW on a **time and materials** basis at **\$169.32/hr**. Catapult estimates the work described in this SOW to require between **495 and 570 hours**.

Item Description	Quantity Range (Hours)		Unit Price	Pricing Range	
	Low Est	High Est		Low Cost	High Cost
Time and Materials Consulting Services	495	570	\$169.32	\$83,813.40	\$96,512.4
Enterprise Mobility Suite Funding				(\$25,000)	(\$25,000)
Office 365 Funding				(\$45,000)	(\$45,000)
Total Anticipated Microsoft Funding				(\$70,000)	(\$70,000)
Estimated Travel Expenses				\$15,000	\$15,000
Anticipated Total Project Cost to Client				\$28,813.40	\$41,512.40

*All travel reimbursement shall be in accordance with the County's travel policy.

Catapult Systems will provide the services defined in this Arrangement on a *time and materials* basis at the following hourly rates – GSA Pricing:

Labor Category	Cost per Hour
Information Technology Consultant IV	\$152.69
Information Technology Consultant V	\$169.32

*Description of Labor Categories is contained in Addendum A

Catapult Systems will provide services and submit invoices for actual hours worked in accordance with **GSA Contract GS-35F0613W**.

Addendum A: Description of GSA Labor Categories

Information Technology Consultant IV

Bachelor's degree (BA/BS) or equivalent experience in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), over ten years' experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies.

Information Technology Consultant V

Bachelor's degree (BA/BS) or equivalent experience in information technology or engineering degree program (e.g. Computer Science, Management Information Systems, etc.), over twelve years' experience in Microsoft and related technologies for application development, enterprise solutions, or core infrastructure solutions. Senior Enterprise Architect with Microsoft and related technologies.

Please refer to Attached GSA 70 Schedule for full terms and conditions.

4.1 Microsoft Funding

From time to time, Microsoft may run promotions to offer partner funding to cover eligible deployment, adoption or other activities. Please note the terms and conditions required of all Microsoft funding programs.

1. Microsoft policy requires that a Purchase Order must be issued by Microsoft to the partner for the funding amount prior to conducting any work on the applicable project, and has the right to reject any invoices if work started prior to the Purchase Order. If the Client chooses to begin deployment prior to Catapult obtaining the Purchase Order from Microsoft, the Client will be responsible for payment of services provided by Catapult at the T&M rate. In addition, the Client accepts the risk of nonpayment from Microsoft and will pay Catapult Systems for the balance if Microsoft does not provide funding.
2. If Client chooses to wait for the Microsoft Purchase Order, Catapult will apply the secured funding as a credit to Client for this SOW.
3. All funding programs have specific requirements, including proof of execution, to obtain funding after a purchase order has been issued. POE is determined by Microsoft and is subject to change at any time. Client agrees to complete and sign a Proof of Execution (POE) document within allocated timeframe. If client does not meet these requirements by the expiration date of the purchase order, Client will be responsible for all services performed by Catapult Systems and any difference in funding towards this SOW will be paid by Client.
4. Once the POE is complete, Catapult Systems is responsible for submitting the funding invoice to Microsoft. The Microsoft funds will be applied as a credit to the Client for this SOW. If funding is not received or invoice is rejected, Client agrees to pay for the Microsoft funded amount.

5. Appendix A – Setting up Catapult as Partner of Record

Microsoft Online Services Partner Incentives Disclosure for Public Sector Entities - As a Microsoft Gold Partner in Cloud Platform and Cloud Productivity, Catapult Systems participates in a variety of Microsoft programs and initiatives which reward partners for enabling and enhancing the success of our mutual customers. The Microsoft Partner Incentives Portfolio includes incentive programs through which Microsoft may provide the Partner with fees, commissions, or other compensation about Microsoft products or services purchased or utilized by the customer. The Microsoft Partner Incentive program participation terms require that the Partner provide this information in writing when the customer is a US governmental or public sector entity. As such, this disclosure is being provided to you in accordance with program terms. Please reply to this email to confirm receipt and acknowledgement of this notice.

Partner Guide to becoming a Digital Partner of Record for Office 365, CRM Online, Intune, and Enterprise Mobility Suite

Customers should follow these step-by-step instructions to add a Digital Partner of Record to their subscription.

1. Go to the Office Customer Portal at <https://portal.office.com/>.
2. Log into their account using their user name and password.
3. In the left navigation pane, select Billing, then Subscriptions.
4. Select their subscription and click on More actions in the bottom right corner under the price per user/month.
5. In the More actions drop down menu, click on Add Partner of Record. This is where they will attach their Partner of Record.
6. Ensure the customer has your Microsoft Partner ID (**1021570**) so they can input it for Digital Partner of Record.
7. Click Check ID to see the name of the partner. Verify they have selected the correct partner, and click Submit to complete assigning their Partner of Record.
8. After your customer assigns you as their Partner of Record, you will receive an email notification that lets you know that you have been assigned as Digital Partner of Record.

To change or remove your Partner of Record

1. Follow steps 1 to 5 outlined above.
2. In the More actions drop down menu, click on Edit Partner of Record.

3. On the Partner information, local pane, the Partner of Record ID assigned to the subscription will be shown. Click the "X" inside of the field to remove it.
4. Click Submit. The Partner of Record has now been removed for this account and the subscription no longer has a Partner of Record.

For additional support

If you have any problems or questions about this process and the ability to assign, maintain, and change and remove a Partner of Record, click Support on the left navigation pane of the Office 365 admin center to get access to Technical and Billing support and to find support options and recommendations.

Partner Guide to Becoming Digital Partner of Record for Azure

Customers should follow these step-by-step instructions to add a Digital Partner of Record to their subscription.

1. Go to the Microsoft Azure portal at <http://azure.microsoft.com/>.
2. Click on the My Account icon on the upper middle of the screen.
3. Click on Usage and Billing.
4. Log into their account using their user name and password.
5. Once signed in, they should click on Subscriptions to manage their subscriptions. Select their subscription.
6. On the Summary Subscription Page, click on Partner Information on the right navigation. This is where they will attach their Partner of Record.
7. Ensure the customer has your Microsoft Partner ID (**1021570**) so they can input it for Digital Partner of Record.
8. Click Check ID to see the name of the partner. Verify they have selected the correct partner, and click the check box to complete assigning their Partner of Record.
9. After your customer assigns you as their Partner of Record, you will receive an email notification that lets you know that you have been assigned as Digital Partner of Record.

To change or remove a Partner of Record

1. Following the steps outlined above, log into the Azure portal.
2. On the Summary Subscription Page, click on Partner Information on the right navigation.
3. Highlight the Partner of Record field and delete the Partner of Record shown in that field.
4. Click the check box. The Partner of Record has now been removed for this account and the subscription no longer has a Partner of Record.

For additional support

If you have any problems or questions about this process and the ability to assign, maintain, and change and remove a Partner of Record, please reach out to support by using the following link: <http://azure.microsoft.com/enus/support/options/>



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STANISLAUS COUNTY

Information Technology Strategic Plan

“ITSP-2017” is a high-level strategy focused on the next 36 months

23 recommendations

An initial review of ITSP progress will be developed after 18 months

Report on progress and development of next strategy (“ITSP-2020”) will begin after 24 months

Stanislaus County Board of
Supervisors Meeting 16 May
2017

Information Technology Strategic Plan

Based on 5 challenges facing Stanislaus County:

- 1. How do we best meet the customer where they are – summarized in the IT Innovations mantra of “Online not in line”?**
- 2. How do we select the best products to solve the given challenge or issue?**
- 3. How do we best secure the systems and data we are responsible for?**

Information Technology Strategic Plan

Based on 5 challenges facing Stanislaus County:

- 4. How do we best support the use of County IT systems, whether owned or subscribed?**
- 5. How do we do all of the above in the most efficient way?**

Stanislaus County Board of
Supervisors Meeting 16 May
2017

Information Technology Strategic Plan

Plan development and initial review:

Developed with input from the following IT committees:

- **County IT Managers group**
- **County Security Special Interest Group**

Certain Recommendations were developed in concert with:

- **Auditor-Controller and staff**
- **Chief Executive Office – Human Resources staff**
- **Chief Executive Office – Finance staff**

Information Technology Strategic Plan

Plan development and initial review:

Plan was also reviewed and approved by:

- **County IT Steering Committee**
- **County Department Heads**

**Stanislaus County Board of
Supervisors Meeting 16 May
2017**

Information Technology Strategic Plan

The recommendations:

13 recommendations related to improving IT security

- **Including a recommendation to hire a County CyberSecurity Officer with County-wide authority and responsibility to coordinate preparedness, response and mitigation relate to IT security incidents;**

Recommendations related to increasing online services and services on mobile devices to better serve the citizens of the County;

Information Technology Strategic Plan

The recommendations:

Recommendations related to improving efficiencies, including investigating alternatives to the current practice for managing Oracle and PeopleSoft enterprise systems;

Recommendations related to the IT classification structure and improving the success of recruitments for IT positions;

Information Technology Strategic Plan

The recommendations (continued):

A recommendation to implement a County-wide Single SignOn system minimizing the number of different usernames and passwords County employees have to track, reducing complexity and inefficiencies while creating a stream-lined process for removing unnecessary access where appropriate;

Information Technology Strategic Plan

The recommendations (continued):

A recommendation to adopt and implement Microsoft Office 365 as a County-wide email platform.

- **Today there are 10 email systems in Stanislaus County with no standardization;**
- **Office 365 is managed by Microsoft Corporation in US Government-specific data centers meeting the highest certifications regarding reliability and security;**

Information Technology Strategic Plan

A recommendation to adopt and implement Microsoft Office 365 as a County-wide email platform (continued):

- **Office 365 subscription includes Microsoft Office, SharePoint, Windows 10 Enterprise, Skype and Yammer licenses in addition to email service;**
- **Current costs for maintaining 10 email systems and purchasing existing Microsoft products is estimated at \$1.6 million annually;**

Information Technology Strategic Plan

A recommendation to adopt and implement Microsoft Office 365 as a County-wide email platform (continued):

- **Office 365 enrollment will be \$1.64 million annually and will include County-wide licenses for products such as SharePoint, Windows 10 Enterprise, Skype and Yammer in addition to improved security and collaboration features.**

Information Technology Strategic Plan

A recommendation to adopt and implement Microsoft Office 365 as a County-wide email platform (continued):

Office 365 Adoption in State & Local Government

88% of the Fortune 500 companies use Office 365

State of New York
State of Texas
State of Michigan
State of New Jersey
State of Florida
State of Ohio
State of South Carolina
State of North Carolina
State of Rhode Island
State of Minnesota
State of California Executive Branch
State of Pennsylvania
State of Montana
State of Georgia
State of Alabama
State of Hawaii
State of West Virginia
State of Arkansas
State of Oregon (Largest Agency)
State of Arizona (Largest Agency)
City of Chicago
Dallas
City County of San Francisco
City of Sacramento
City of San Jose
City of San Diego
City of Stockton
City of Oakland
City of Long Beach
City of Anaheim
City of Irvine
City of Santa Monica
County of Alameda
County of Los Angeles
County of Monterey
County of Santa Clara
County of San Mateo
County of San Diego
County of Santa Cruz
County of Solano
County of Ventura
County of Riverside DPSS
County of San Bernardino Sheriff
County of San Diego Sheriff
County of Orange
San Diego Regional Airport

Stanislaus County Board of Supervisors Meeting 16 May 2017

Information Technology Strategic Plan

Staff Recommendations:

Approve the Information Technology Strategic Plan.

Authorize the Purchasing Agent to enter into a 3-Year Enterprise Agreement with Crayon Software Experts LLC for the purchase of Microsoft Products.

Information Technology Strategic Plan

Staff Recommendations:

Authorize the Purchasing Agent to negotiate and sign an agreement with Catapult Consultants LLC for consulting services.

Authorize the Auditor Controller to transfer \$1,900,000 from CEO – Appropriations for Contingencies to Strategic Business Technology to fund the Crayon Software Experts LLC enterprise agreement enrollment and related project costs per the attached budget journal.



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