

CONSULTANT: StoneShare Corp.  
CONTACT PERSON: Keith Carter, CEO  
ADDRESS: 506 Second Avenue, Suite 1400  
Seattle, WA 98104

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COUNTY DEPT: Department of Information Technology  
DEPT. CONTACT PERSON: Viggo Forde, Director  
TELEPHONE/EMAIL: (425) 388-3703 / [viggo.forde@snoco.org](mailto:viggo.forde@snoco.org)  
PROJECT: Electronic Document And Records  
Management System  
AMOUNT: NTE \$113,750  
FUND SOURCE: 505-5148704801  
CONTRACT DURATION: One year from ontract execution  
unless extended or renewed pursuant to  
Section 2 hereof

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and StoneShare Corp., a Washington Corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. Purpose of Agreement; Scope of Services.** The purpose of this Agreement is to develop and implement of an electronic document and records management system (“EDRMS”). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. RFP-25-0527JM.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

**2. Term of Agreement; Time of Performance.** This Agreement shall be effective upon execution of the Agreement (the “Effective Date”) and shall terminate one year from the Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to four (4) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

**3. Compensation.**

**A. Services.** The County will pay the Contractor for services as and when set forth in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

**B. Overhead and Expenses.** The Contractor’s compensation for services set forth in Section 3.A. above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

**C. Invoices.** Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

**D. Payment.** The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnoCoEpayables@sno.co.org](mailto:SnoCoEpayables@sno.co.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

**THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).**

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$113,750.00 for the entire term of this Agreement (including extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**5. Ownership.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

**6. Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**7. County Contact Person.** The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: José Matthews  
Title: Division Manager, Enterprise Data Management  
Department: Department of Information Technology  
Telephone: (425) 388-3899  
Email: [jose.matthews@snoco.org](mailto:jose.matthews@snoco.org)

**8. County Review and Approval.** When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

**9. Subcontracting and Assignment.** The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

**10. Records and Access; Audit; Ineligible Expenditures.** The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

**11. Indemnification.**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

**12. Insurance Requirements.** The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. **General.** Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. **No Limitation on Liability.** The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. **Minimum Scope and Limits of Insurance.** The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. **General Liability:** \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. **Workers' Compensation:** To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

- iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000.00.
- v. Professional Liability – Technology E&O: \$2,000,000.00 each wrongful act.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
- ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

**13. County Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**14. Federal Non-discrimination.** Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**15. Employment of County Employees.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

**16. Compliance with Other Laws.** The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

**17. Compliance with Grant Terms and Conditions.** The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

**18. Prohibition of Contingency Fee Arrangements.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty,

the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**19. Force Majeure.** If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

**20. Suspension of Work.** The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

**21. Non-Waiver of Breach; Termination.**

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within seven (7) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon three (3) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

**22. Notices.** All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Department of Information Technology  
3000 Rockefeller Avenue, M/S 709  
Everett, Washington 98201  
Attention: Senior IT Contract Specialist

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Purchasing Manager

If to the Contractor: StoneShare Corp.  
506 Second Avenue, Suite 1400  
Seattle, WA 98104  
Attention: Keith Carter  
CEO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

**23. Confidentiality.** The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

**24. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

**25. Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**26. Complete Agreement.** The Contractor was selected through the County's RFP identified in Section 1.

**27. Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**28. No Third-Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

**29. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

**30. Severability.** Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**31. Authority.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

**32. Survival.** Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

**33. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

STONESHARE CORP.:

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County Executive Date

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Date

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### Title

Date

Approved as to insurance  
and indemnification provisions:

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## Risk Management

Date

Approved as to form only:

Deputy Prosecuting Attorney Date

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Date

## **SCHEDULE A** **SCOPE OF SERVICES**

### **1. PROJECT OVERVIEW**

The Contractor shall develop and implement a pilot Electronic Document and Records Management System for the County's Human Resources Department (HR) utilizing Microsoft 365, SharePoint, and Microsoft Purview to create and host the solution.

### **2. SCOPE OF WORK**

The Contractor shall complete all tasks and deliverables as identified in Attachment 1 – Proposal for Snohomish County Electronic Document and Records Management System.

### **3. PROJECT MANAGEMENT**

Snohomish County project management best practices will be observed, including County change control procedures and as-needed project status update meetings with the participating project team (Contractor / County). The County Project Manager and the Contractor will negotiate the acceptable level of project management oversight at the Kick-off Meeting.

### **4. ROLLING ESTOPPEL**

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

### **5. FEES**

Contractor shall be paid for services as described in the tables below (amounts are before applicable Washington sales tax):

**Table 1: Implementation Fee**

Item	Item Description	Cost per Item
Develop and Implement EDRMS	Invoice Net 30 Days from Project Completion Date	\$13,750
<b>Total Payments</b>		<b>\$13,750</b>

The Contractor may also invoice for Incremental Fees as incurred, as set forth in Table 2 below:

**Table 2: Incremental Fees for Optional Additional Work or Services**

Item	Item Description	Cost per Item
Additional Changes as Requested by County*	Invoiced Monthly as Services are Rendered	\$180 per hour
Adoption and Support Services per 100-hour block	Invoiced upon County Authorization to Proceed Hours Valid for 365 Days	\$18,000
<b>Total Incremental Fees Not to Exceed</b>		<b>\$100,000</b>

\*In the event additional hourly work is needed, County shall provide a written work order request for services to Contractor, who shall provide a quote of hours needed and the cost to accomplish the additional work. Upon receipt of County's signature on the work order, Contractor shall be authorized to provide additional work as agreed.

## 6. PROJECT COMPLETION CRITERIA

The full EDRMS solution supplied by the Contractor (including all hardware, software, custom configurations, training, and support agreements) has been installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County).

## 7. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County will create a Contractor access account, as needed. Server access will be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

## 8. DATA RIGHTS

**Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

**Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such

degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

## **9. SECTION 508 – ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS**

### **Installation, Configuration & Integration Services**

When the Contractor provides installation, configuration or integration services for equipment and software pursuant to this contract, the Contractor shall not install, configure or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

### **Validation for ICT Items**

The Contractor shall test and validate the Information and Communication Technology (ICT) solution for conformance to the Revised 508 Standards, in accordance with the required testing methods.

- For web and software, WCAG Level A and AA Conformance Test Results must be based on the [Harmonized Testing Process for Section 508 Compliance: Baseline Tests for Software and Web Accessibility](#).
- For Microsoft Office and PDF documents, WCAG Level A and AA Conformance test results must be based on the Harmonized Testing Guidance from the AED ACOP.
- For ICT Items that are not electronic content, the Contractor shall validate conformance to the applicable Revised 508 Standards using a defined testing process. The Contractor must describe test process and provide the testing results to the agency.

### **Conformance Reporting**

Before acceptance of the project by the County, the Contractor shall provide an **Accessibility Conformance Report (ACR)** for each Information and Communication Technology (ICT) item that is developed, updated, configured for the County, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT<sup>TM</sup>\)](#) provided by the [Industry Technology Industry Council \(ITIC\)](#).

Before acceptance of the project by the County, when the Contractor is required to perform testing to validate conformance to the County's accessibility requirements, the Contractor shall provide a **Supplemental Accessibility Conformance Report (SAR)** that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.
- Before final acceptance, the Contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the County's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance of the project, the County reserves the right to perform independent testing to validate that the ICT solution provided by the Contractor conforms to the applicable Revised 508 Standards.

### **Non-Compliance**

Before final acceptance of any Information and Communication Technology (ICT) item, including updates and replacements, if the Contractor claims its products or services satisfy the applicable Revised 508 Standards specified in this Schedule A, and the County Project Manager determines that any furnished ICT item is not in compliance with such requirements, the County Project Manager will promptly inform the Contractor in writing of the noncompliance. The Contractor shall, at no cost to the County, repair or replace the non-compliant products or services within the period specified by the County Project Manager.

## **10. SITES AND LOCATIONS**

All work shall be conducted remotely.

## **11. ATTACHMENTS**

Attachment 1 – Proposal for Snohomish County Electronic Document and Records Management System (EDRMS)

## 1. METHODOLOGY / PLAN / TIMELINE

StoneShare's methodology is carefully designed to align seamlessly with the best practices delineated by the Project Management Body of Knowledge (PMBOK®). By adhering to these globally recognized standards, StoneShare ensures that the project management processes are both rigorous and adaptable. Leveraging PMBOK® allows StoneShare to align the methodology seamlessly with project management practices in use at the County, use standardized templates and procedures that enable the StoneShare team to maintain high levels of quality and consistency, and facilitate effective communication and collaboration among all stakeholders. This alignment not only streamlines project execution but also enhances transparency and accountability, ensuring that all parties are well-informed and engaged throughout the project lifecycle.

This document provides a ***summary of core components of StoneShare's project management methodology***, rather than a detailed description of each individual component. As the County may be aware, the latest PMBOK® is almost four hundred pages in length. By focusing on core components, StoneShare shall demonstrate the robustness and effectiveness of the approach while maintaining clarity and conciseness to respect the County's efforts in reviewing it.

At the center of StoneShare's project management approach are several core components designed to ensure the successful completion of project deliverables. They are as follows:

### 1.1. PROJECT LEADERSHIP

StoneShare shall provide the County with a single point of contact; this person is always a PMP-Certified Project Manager (Project Manager) who possesses previous experience with Municipal EDRMS projects, technologies and tools, and the expertise required to successfully manage projects of the size and scope required. The Project Manager is responsible for managing all communications and will spend considerable time, early in the relationship, to establish a communication cadence so that all the County's business objectives stay top of mind, and to ensure – well in advance – that StoneShare is prepared for each task and deliverable. The Project Manager will manage the day-to-day delivery of the project and is the primary contact for all activities related to issue and issue escalation, risks and risk mitigation, deliverables, scheduling, and any other tasking requiring direct contact between StoneShare and the County.

The Project Manager plays a pivotal role in managing the scope, schedule, and communications throughout the project to ensure its successful completion. By employing structured methodologies and best practices, the Project Manager ensures that all project activities are aligned with the defined objectives and stakeholder expectations in the following key areas:

#### 1.1.1 SCOPE MANAGEMENT

The Project Manager shall develop a clear and detailed project scope statement, in collaboration with

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County stakeholders, that outlines the project's objectives, deliverables, boundaries, constraints, and acceptance criteria. Throughout the project lifecycle, the Project Manager employs scope control processes to manage any changes to the project scope. Change requests are carefully evaluated for their impact on time, cost, and quality before being approved or rejected.

### **1.1.2 SCHEDULE MANAGEMENT**

The Project Manager shall monitor progress against the schedule through regular status updates and progress tracking. If delays are detected, corrective actions such as fast-tracking or crashing tasks are implemented by the Project Manager to bring the project back on track without compromising quality. The Project Manager shall conduct regular status meetings with team members to help keep everyone aligned with the project timeline and ensure timely completion of tasks.

### **1.1.3 COMMUNICATIONS MANAGEMENT**

The Project Manager shall develop a detailed Communication Plan that outlines how information will be shared with different stakeholders at various stages of the project. This Communication Plan shall specify the frequency, format, and content of communications for each stakeholder group (e.g., executive sponsors, project team members, external partners). Regular status meetings, progress reports, and feedback sessions shall be conducted to keep stakeholders informed about project developments.

### **1.1.4 TEAM MANAGEMENT**

The Project Manager shall establish clear roles and responsibilities for each team member to ensure accountability and efficiency. The Project Manager fosters a positive team environment by encouraging open communication, collaboration, and mutual respect among team members. Regular team meetings with all parties are held to discuss progress, address challenges, and celebrate achievements.

## **1.2. PROJECT REPOSITORY SITE**

For this engagement StoneShare shall create a secure site, for StoneShare staff and County staff, to centralize communications and house all project information (contacts, calendars, status reports, documents, deliverables, risk and issue logs, checklists, dashboards etc.); automate project processes such as deliverable approvals; and provide a formal mechanism for the County to provide feedback on document deliverables.

The Project Repository Site encourages stakeholder engagement, provides a foundation for enhanced project management, and most importantly provides both high-level and detailed views of the project health through a dashboard view of project tasks. Throughout the project, StoneShare maintains the Project Repository Site daily to ensure that County stakeholders have on-demand access to vital project

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and status information 24/7.

## **1.3. STAKEHOLDER IDENTIFICATION**

Stakeholder identification is another critical component of StoneShare's project management approach. StoneShare shall conduct a stakeholder analysis to identify all parties affected by the project, including internal team members, content experts, and end-staff. Understanding all parties' interests and influence which will allow StoneShare to tailor communication strategies and engagement plans effectively for this engagement. StoneShare will perform an initial risk assessment to identify potential challenges that could impact the project's success. By proactively addressing these risks through mitigation strategies, StoneShare is able to minimize uncertainties and enhance the project's chances of achieving its goals. StoneShare's structured approach to project initiation ensures that every project starts with a clear roadmap, well-defined objectives, and a cohesive team ready to collaborate towards success.

## **1.4. MS PROJECT PLAN AND PROJECT SCHEDULE**

StoneShare shall create a fully customized MS Project Plan which will provide the County with a realistic short, medium, and long-term plan for the execution of the EDRMS project to meet the stated requirements. The MS Project Plan serves to identify the required resources, tasks, and associated timelines, to achieve the County's project objectives. The MS Project Plan includes dates and milestones to transition the County to the new EDRMS, including training of all required staff. The MS Project Plan is maintained and updated by the StoneShare Project Manager as required.

## **1.5. STATUS MEETINGS**

Status Meetings serve several purposes, namely, to track the overall status of the project. StoneShare shall facilitate regular Status Meetings on a frequency of no less than one (1) Status Meeting per week of one-hour length. During these meetings, the Project Team will discuss current and upcoming deliverables, highlight any current risks and issues, and identify and review the status of action items.

StoneShare prepares for Status Meetings by conducting a detailed review of each of the tasks due to be completed within the following weeks, which generates questions and provides insight on the project's pressure points that need to be covered; identifying the bottlenecks and developing options to present for their elimination; preparing an agenda and list of key points to discuss with the entire team or a specific individual. The agenda is distributed in advance to the County's Project Manager for review prior to the meeting taking place.

## **1.6. STATUS REPORTING**

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Once the Status Meeting has been completed for the week, StoneShare will produce a single Project Status Report and post it to the Project Repository Site for review. Reporting will reveal any relevant detail that either "does" or "has" the potential to impact the progress of the project.

Best Practice: On County request, StoneShare shall provide Executive Reports to the Project Sponsor, the Project Team, and StoneShare's Senior Management Team. The Executive Report is a round-up of the key items reported on in the Project Status Reports for any given time; provides a percentage of project completion; budget spent; resource utilizations; significant risks; issues requiring escalation; and relevant recommendations.

## 2. WORK PLAN AND TIMELINES

The parties shall complete the key activities (tasks, deliverables, and descriptions), specific assumptions / constraints, and anticipated effort described in the following table. Milestones are represented by project phases and detailed descriptions of configuration, data migration, activations, training, go-live and go-live support have been captured. A RACI model has been incorporated to assist the County in understanding its responsibilities in the completion of each item.

For clarity, the following applies:

R = Responsible to performs the action/task.

A = Accountable that the action/task is completed.

C = Consulted before performing the action/task.

I = Informed after performing the action/task.

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
<b>MILESTONE 1 – PROJECT PLANNING AND MANAGEMENT</b>			
PROJECT KICK-OFF MEETING	<p>StoneShare will lead a Project Kick-Off with the County for the purposes of introducing the project, reviewing the Scope of Work, discussing elements requiring decisions, finalizing the Project Schedule, and meeting the County's Project Team.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>• StoneShare will prepare for, and attend, one (1) meeting of one (1) hour.</li><li>• StoneShare will provide questions, requiring decisions, for the County's consideration five (5) days prior to the meeting.</li><li>• The County will ensure that project stakeholders are available.</li><li>• This task will be completed remotely.</li><li>• StoneShare will build the system on the County's tenant.</li><li>• <b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>• The County's Project Team members will attend the meeting</li></ul>	I	R+A
FINAL PROJECT SCHEDULE	<p>StoneShare and the County will develop a schedule for the project. As part of this effort StoneShare will make recommendations for the required effort from the County (resources, hours, types, and number of licenses) to complete the project.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>• StoneShare will provide a copy of the MS Project Plan in MS Project and/or PDF to the County.</li><li>• The Project Schedule will be managed and maintained by StoneShare throughout the Project.</li><li>• StoneShare will monitor the conformance of project activities throughout the course of the project, making updates and adjustments to the Project Schedule as required.</li><li>• This deliverable will be completed remotely.</li><li>• <b>This deliverable requires formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p>	C	R+A

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"> <li>• The County's Project Manager will coordinate with StoneShare to finalize the MS Project Plan and Schedule.</li> <li>• The County's Project Team will review, comment, and approve this deliverable.</li> </ul>		
DEPARTMENTAL CONSULTATION / DEMONSTRATION	<p>StoneShare will provide presentations, to the County's Project Team and Content Experts from the Human Resources Department to outline features, components, and tools available in Microsoft 365 / SharePoint Online to increase productivity and collaboration regarding the organization, management, and automation of Human Resources records with Sharepoint. During this session, StoneShare will ask questions of Content Experts to capture current state information pertaining to information management and identify business processes and workflows that would make good candidates for future automation.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"> <li>• StoneShare will conduct one (1) session of up to two (2) hours in length</li> <li>• This task will be completed remotely.</li> <li>• <b>This task does not require formal acceptance or sign-off.</b></li> </ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"> <li>• The County will provide background information, as requested, to StoneShare prior to sessions.</li> <li>• Human Resources Department Content Experts and Project Team members will answer clarification questions as necessary</li> </ul>	C	R+A
<b>MILESTONE 2 –ONBOARDING PHASE</b>			
EDRMS CONFIGURATION AND VALIDATION	<p>StoneShare will configure the County's Microsoft 365 SharePoint environment to organize, manage, and automate Human Resources Leave and Accommodation records. This milestone includes initial Libraries, Metadata, Security and records labels for the Human Resources Department.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"> <li>• The County will provide StoneShare with secure, independent remote access to the County's tenant and sufficient</li> </ul>	C	R+A

	privileges to perform the required activities.		
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TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"><li>• This task will be completed remotely.</li><li>• <b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>• The County's Project Team will provide StoneShare remote access, and sufficient privileges.</li><li>• The County's Project Team will review the Validation Reports.</li></ul>		

<b>CONTENT REORGANIZATION AND CLASSIFICATION</b>	<p>StoneShare will facilitate Human Resources Department Content Experts in staging content to be migrated to the Microsoft 365 Sharepoint environment. Staging involves selecting the content to migrate, additional clean-up of redundant, obsolete, and trivial documents, and re-organizing content according to the Information Architecture. StoneShare will introduce the process, tools and timeline, and guide Content Experts in the process of preparing and staging their content.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>• StoneShare will facilitate up to three (3) consecutive sessions of up to eight (8) hours to complete this task.</li><li>• StoneShare will assist in developing a list of the document types in each record category and list the metadata requirements in a hierarchical structure which mirrors the County's current file plan and retention schedule.</li><li>• StoneShare will assist in identifying metadata elements related to the structure and organization of the record which will mirror the County's current file plan and retention schedule.</li><li>• Upon completion StoneShare will update SharePoint configurations, as required.</li><li>• This task will be completed remotely.</li><li>• <b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>• Human Resources Department Content Experts will participate in these workshops</li></ul>	C	R+A
<b>CONTENT MIGRATION</b>	<p>StoneShare will execute a content migration. Upon completion StoneShare will verify that all in-scope content was successfully migrated.</p> <p><b>Assumptions/Constraints:</b></p>	I	R+A

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"><li>Document Migration will <b>not exceed 5,000 digital files</b>.</li><li>StoneShare will provide the migration software required to migrate electronic documents and their metadata from the legacy Network Drives to the newly configured EDRMS environment.</li><li>StoneShare will not migrate from any other repositories.</li><li>This task will be completed remotely.</li><li><b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>No anticipated tasks for the County.</li></ul>		
VALIDATION	<p>StoneShare will demonstrate the use of the SharePoint site(s) to Human Resources Department Content Experts, facilitate validation of the sites and their content and ensure that they are able to find, access and upload their content in the new sites.</p> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>Validation will take up to three (3) hours to complete.</li><li>Validation will not exceed one (1) business day.</li><li>This deliverable will be completed remotely.</li><li><b>This deliverable requires formal acceptance and sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>Content Experts will participate in these sessions; and</li><li>The County's Project Team will approve this deliverable.</li></ul>	C	R+A
END USER TRAINING	<p>StoneShare will deliver one Standard Operating Procedure (SOP)-based Training session for Human Resource Department staff covering the following elements:</p> <ul style="list-style-type: none"><li>Training Objectives</li><li>Terminology</li></ul>	I	R+A

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"><li>• EDRMS Overview</li><li>• Collaboration Site Navigation</li><li>• Document Management</li><li>• Creating folders</li><li>• Creating Case document sets</li><li>• Uploading a Document</li><li>• Opening an existing document and saving as a new document</li><li>• Classification of Documents</li><li>• Searching for Documents</li><li>• Creating Views and Alerts</li><li>• Emailing links and attaching documents</li><li>• Uploading email</li></ul> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>• StoneShare will provide one (1) SOP-based Training session of up to three (3) hours.</li><li>• StoneShare will demonstrate and train staff on SharePoint Online system.</li><li>• Maximum of twenty-five (25) attendees in the Training session.</li><li>• This task will be completed remotely.</li><li>• County will record the Training session for future use.</li><li>• <b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>• Department staff will participate in the Training session.</li></ul>		
DELTA MIGRATION	StoneShare will perform one (1) delta migration to migrate any recent documents that were added or modified since the initial Migration. <p><b>Assumptions/Constraints:</b></p>	I	R+A

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"> <li>The County will be responsible for removing write access (where appropriate) to legacy repositories prior to delta migration and for providing access to the live M365 sites after delta migration is complete.</li> <li>The County's Content Experts will validate the delta migration upon completion of Training.</li> <li>This task will be completed remotely.</li> <li><b>This task does not require formal acceptance or sign-off.</b></li> </ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"> <li>Human Resources Department Content Experts will validate this migration.</li> </ul>		
GO-LIVE SUPPORT	<p>StoneShare will provide support and coaching to Human Resources Department Business Users for the first one (1) business day of live operation. StoneShare will:</p> <ul style="list-style-type: none"> <li>Provide direct responses to Business Users with respect to problems or issues with the EDRMS.</li> <li>Resolve of Business User problems or issues in the EDRMS</li> </ul> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"> <li>StoneShare will establish an open MS Teams session to allow Business Users to "walk in" as required.</li> <li>This task will be completed remotely.</li> <li><b>This task does not require formal acceptance or sign-off.</b></li> </ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"> <li>Business Users will attend as required.</li> </ul>	C	R+A
SYSTEM ADMINISTRATOR TRAINING	<p>StoneShare will deliver Specialized Technical Training sessions covering the following elements:</p> <ul style="list-style-type: none"> <li>Training Objectives</li> <li>Terminology</li> <li>Solution Overview</li> <li>Logical Architecture</li> </ul>	C	R+A

TASK/DELIVERABLE	KEY ACTIVITY DESCRIPTION	THE COUNTY	STONESHARE
	<ul style="list-style-type: none"><li>• Information Architecture Overview</li><li>• Security Configuration</li><li>• Solution Administration</li><li>• Audit Logs</li><li>• Search Service Application</li><li>• Application Catalogs</li><li>• Content Type Management</li><li>• Case Document Management</li><li>• Column Management</li><li>• Term Set Management</li><li>• Content Type Management</li></ul> <p><b>Assumptions/Constraints:</b></p> <ul style="list-style-type: none"><li>• StoneShare will prepare and present one (1) session of up to six (6) hours in length.</li><li>• This session is intended for the County's Technical Staff and will be tailored to that audience.</li><li>• The session will be limited to fifteen (15) attendees.</li><li>• StoneShare will use its own format for this deliverable.</li><li>• This task will be completed remotely.</li><li>• <b>This task does not require formal acceptance or sign-off.</b></li></ul> <p><b>Anticipated County Task Assignments:</b></p> <ul style="list-style-type: none"><li>• The County will ensure that all required equipment is set up and operational in preparation of the session.</li><li>• The County's IT staff will attend the session.</li></ul>		

## 2.1. PROPOSED PROJECT SCHEDULE

PROJECT SCHEDULE		
TASK / DELIVERABLE	START DATE	ESTIMATED COMPLETION DATE
PROJECT SCHEDULE	Week 1	Week 1
HUMAN RESOURCES DEPARTMENT CONSULTATION / DEMONSTRATION	Week 1	Week 1
HUMAN RESOURCES DEPARTMENT ONBOARDING COMPLETE	Week 2	Week 4