

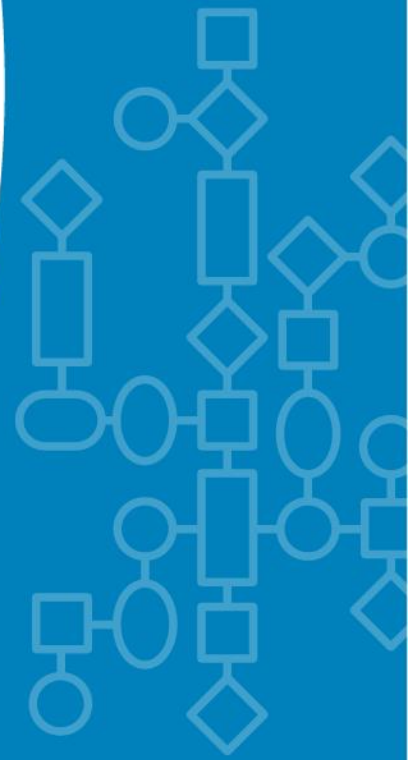


AD Migration Planning Assessment

STATEMENT OF WORK

WILLIAMSON COUNTY

11- April-2024



PROPOSAL TEAM

Name	Company/Function	Phone	Email
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REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	05-Feb-2024	Trevor Langston	First Client Release
V1.1	04-April-2024	Trevor Langston	Content Updated

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The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to Williamson County ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

1.2. Solution and Approach Overview

Presidio has been asked to plan out an Active Directory Migration in order to deprecate a domain built on top of legacy infrastructure and outdated practices.

The Presidio team will review the current infrastructure services such as Active Directory along with listing out core AD services. The Presidio team will map users and workstations and build a plan for the transition. The Presidio team will work with the Williamson County team to map out an application matrix that includes all core and extended company lines of business applications for this transition as well. Williamson County will assist Presidio by precipitating in the workshop's setup by Presidio with technology and or business owners. The output of this discovery PROPOSAL will include assessing the current Williamson County environment and the overall migration solution for the identities, devices, applications, and supporting technologies. Following the assessment, Presidio will provide a recommendation for the Active Directory (GPOs, OUs, etc.), migration tools (Quest, ADMT, USMT, etc.), and Azure AD Connect to accelerate the migration. Once the Discovery phase is complete and all the data has been collected. The Presidio team will provide a Migration Plan to Williamson County to review. Once the Plan has been reviewed by Williamson County, the Presidio team will provide the Williamson County team with an execution phase SOW. If approved, the Presidio team will take the lead and work with Williamson County to Execute the migration plan.

1.3. High Level Environment Details

- Single Source User Domain for the Wilco users and resources.
- Potential Resource mapping and allocation for cloud resources.
- Single Messaging environment with users in O365 already.
- ~2000 Employees that are to be migrated.
- ~200 Production servers.
- Current AD level is 2016 Forest Functional Level
- SCCM Version 2207 is the production Patch Management tool

1.4. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Primary	301 SE Inner Loop Suite 106	Georgetown TX 78626	Remote

2. SCOPE OF WORK

2.1. Project Scope

The Presidio team will provide a Senior Microsoft Engineer to assist with high-level planning activities. This Proposal consists of the Discovery & Planning Phase to migrate Wilco's Active Directory to the net new Williamson County domain. Specifically, Presidio will produce comprehensive 'Transition/Migration Plan' for the specified Wilco.org production domain. The scope of this engagement for Williamson County will concentrate on these specific elements:

- Providing Williamson County with project management, overall administration, and resource responsibility.
- Conduct Workshop for Discovery and Planning sessions
- Provide a Functional Design Document "FDD" for the new domain
- Document the Migration Plan
- **Provide a Project Plan with an estimated timeline for the Migration effort**
- **Provide a Statement of Work to perform the Migration to the new domain**

2.2. Phase 1 Discovery

2.2.1. Application Discovery

The team will work with Williamson County to schedule workshops. Each workshop will need to include a business stakeholder and or application owner. If an application owner cannot be found, one will be assigned as part of this project. Once the list of applications has been identified, the Presidio team will work with the Williamson County team to identify application dependencies and network resources needed to run the application, along with any security and network resources required to maintain the application.

- **Define Core or Tier 1 Applications "up to 20 Applications for the migration"**
 - **Identify up to twenty tier 1 applications that support the business**
 - **Validate permissions per application**
 - **Define users and user roles per application**
 - **Review Infrastructure dependency for each tier 1 application**
 - **Map any system dependencies for each tier 1 application**
- **Williamson County will be tasked to report on the remaining Applications they support**
 - **The Wilco team can leverage the Presidio data collection matrix once finished to map the remaining supported applications**
 - This step is required to validate if any applications will conflict.
 - The team will also perform a discovery of servers and applications running on the servers in the Williamson County domain.
 - The team will provide a high-level document with the data collected.
- **Data and Access Requirements.**
 - **Validate and or identify any MFA or MFA-required systems or applications**
 - **Data** – Presidio will require an understanding of current data structures, where data is housed, how data is accessed, and what security infrastructure (Permissions, Third Party Tools, etc.) are placed upon those data elements.
 - **Access** – Presidio will require access to Williamson County (and associated companies) infrastructure (AD, File, Print, SQL, etc.) to determine the above data information. This can either be done directly or by proxy via a Williamson County individual. If done by proxy due to security requirements, then additional resources will be required on the customer's side.
 - The Presidio team is well-versed in working with customers to collect this data for an AD migration. This will require interaction from the business to collect the data required for the migration.
- **Resource Requirements**
 - **Transition Plan.**

- Document future state and implementation plan options and recommendations.
- Review all discovered back-office and line-of-business applications and document business criticality and business function, application environments, and requirements for transitioning applications from source to target domain.
- Tier One applications need to be identified first for this migration planning exercise.
- Application discovery will roughly consume 1 to 4 hours per application for migration strategy.
- Depending on business criticality and risk mitigation requirements, some applications will take longer, while others will take less time to build a process for migration. The time required per application is an estimate.
- This project is T&M, so if other phases take less time to complete, the remaining hours from the other phases can be applied to application discovery.
- If additional applications are identified, a Project Change Request "PCR" will be submitted for additional hours for the application discovery phase.

2.2.2. Active Directory Core Services Wilco.org

The Presidio team will map out Core AD infrastructure dependencies. These services include but not restricted to DHCP, DNS File and Print. We will identify any need for multi-datacenter support of core services. The team will need to document file servers and file server requirements to migrate to the new domain. The Presidio team will identify Backup requirements as defined by the business.

- Discovery of business and technical requirements for all of the following: File, Print, DNS, DHCP, Certificate Services, System Management (Imaging, Application Pushing, Patching, Williamson County and Server Management), Radius, DirectAccess VPN, ADFS, AADConnect, GPO's and System Center.
- **Review the current OU structure and map or align to the target preferred OU structure.**
- **Review GPOs and identify if they will be migrated, updated, or left behind prior to the migration.**
- Back Office (specific to Active Directory User identities and Email only).
- Provide Active Directory (AD) and Email domain expertise to define, plan, and develop an architecture and transition plan aligned to Williamson County requirements.
- Discovery of current Active Directory environment and future requirements.
- Discovery of current application landscape and tie-ins to Active Directory (business applications, IT applications, call centers, etc.).
- Discovery of current and future state of HR onboarding / offboarding process.
- Discovery of File, Print, and SQL data to come over in the transition.
- Discovery of any other required directory object mapping activities.
- Discovery of servers and the Wilco devices that will be migrated.
- Discovery of the current and future state network topology.
- Discovery of required access to the previous organization's directory or any other business partners.
- Discovery of the Wilco devices and user profile data.
 - **Identify Shared accounts**
- Discovery of overlapping data between organizations (IE same users, groups, etc.).
- Assessment of day one required directory security and policies.

- Assessment of the Williamson County views of Active Directory management and segmentation of duties between business units.
- Identify any 3rd party Authentication mechanisms.
- Assessment of best-fit migration tool (if required).
- Desktop Migration strategy.
- Other Microsoft Core Infrastructure Planning.

2.2.3. Workstation and or Workstation Virtualization Discovery

- Presidio will provide a Citrix or VDI and or Workstation expertise to define, plan, and develop an architecture and transition plan aligned to Williamson County requirements.
- Assessment of the current VDI environment.
- Discovery of current profile management service (IE: Microsoft UEV).
- Discovery of profile data and information stored.
- Discovery of Citrix ADC and Storefront services.
- Assessment of migration strategy and tooling around moving user profile data from one Citrix environment to another.
- Design of new VDI environment and necessary profile management.
- Documentation of migration strategy of persistent VDI profiles.

2.3. Phase 2 – Migration Planning

The engineers will be responsible for the migration planning and engineering components within the Systems Engineering and Planning Phase and will work closely with Williamson County technical personnel to ensure the design, configurations, equipment specifications, and methodology are accurate and in line with the overall project goals. The team will construct the Transition Plan and will consider and make recommendations to ensure that the specifics of this project are in line with the greater system-wide architecture and technology goals of Williamson County.

Common Tasks

In preparation for the migration to the new AD, Presidio will:

- Conduct Workshop Planning sessions.
- Conduct Engineering Design Sessions.
- Update Wilco so that it is secure and modern, including:
 - Best practices around AD and GPO management.
 - High Availability where applicable.
 - Security Best Practices.
 - PKI.
 - DNS/DHCP.
- Documentation of Migration Plan.
- Review license requirements for Quest ODM.

Presidio will leverage Quest On Demand Migration Tool for Active Directory to facilitate the directory migration.

Analyze all data and establish a transformation program with defined workstreams to deliver the desired business outcomes.

- Migration Plan will include a high-level project plan, estimated timelines, and estimated cost for the execution phase.
- The Migration Plan will also include a recommended Security & Governance for the new AD Environment
- Review and map Core AD services. OU structure, OU's, Security Groups, Naming Conventions, DHCP, DNS, File, Print GPO's.

2.4. Training and Knowledge Transfer

Knowledge Transfer provided during the course of the engagement are informal sessions and consist of our engineers sharing their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. The conduct of these sessions will be in a manner that does not slow down the pace of work or distract the engineers. These are not dedicated Knowledge Transfer sessions.

2.5. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Migration Plan	PDF
Functional Design Document "FDD"	PDF
All Environmental Discovery Artifacts	ANY
Project Plan	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.6. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting

- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

2.7. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

2.7.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Senior Microsoft Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.7.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Project Stakeholder
- Application Owners
- Systems Engineer or Systems Administrator
- Security Administrator
- Network Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

2.8. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. The client will provide an independent VPN or Remote Desktop. Utilizing Microsoft Teams, WebEx, GoToMeeting, or other similar screen-sharing technology, as opposed to independent access, is out of scope. If there is no other option, Presidio will issue a Change Order to add additional funds to the project to accommodate the increase in time and effort.
2. Client has read and agrees with all items contained or omitted within this Statement of Work.
3. This SOW supersedes any previous scope discussion or agreement including “Vision Deck” PowerPoint proposals, emails, or verbal communications.

4. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
5. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
6. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
7. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
8. Presidio may engage subcontractors and third parties in performing a portion of this work.
9. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
10. Some activities included in this project may be performed on Presidio's premises.
11. Not all features or functions of the installed system are included in the scope of this engagement.
12. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
13. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
14. Time and Materials engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
15. Hours for Time and Materials services are best effort estimates and may require additional hours in order to satisfy the request.
16. For Time and Materials services, it is Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
17. Time and Materials Services will be invoiced monthly and will be based on actual hours incurred.
18. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

3.2. Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose of all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.), as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide direct remote VPN access for discovery, configuration, and troubleshooting during the duration of the project.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Category 5 (Cat 5) (or higher) and fiber cable infrastructure is in place and tested for all sites.
20. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Software Engineer	200.00	\$275.00	0.00	\$412.50
Project Manager	50.00	\$195.00	0.00	\$292.50
			Total	\$64,750.00

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

5. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by Williamson County "Client" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include Client's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, Client agrees that its signature below grants Presidio the right to invoice Client and authorizes payment to Presidio for the amounts owed. Further, Client represents that Presidio can rely on such Client signature for payment.

Presidio shall invoice Client for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that Client pays using a credit card or debit card.

Client shall make payment to Presidio within 30 days from the date of invoice. Except for taxes due on Presidio's net income, Client shall pay all taxes. Presidio reserves the right to bill Client for additional work requested by Client and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, Client agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of Client, or 10 calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN 30 DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE 30-DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. **Intellectual Property.** Client acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to Client as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for Client's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. Client shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "Client"

lists or other "Client" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information, but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (i) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, Client will not solicit for a permanent or other position any employee or subcontractor of Presidio to whom Client was introduced through its relationship with Presidio. Should Client solicit and/or hire an employee or contractor from Presidio, Client shall pay to Presidio an administrative fee equal to 1 year's salary of the employee's new salary at Client.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by Client, fees for such additional Services will be negotiated with Client prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice Client for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.


6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Presidio


[Bill Gravell \(Apr 30, 2024 14:13 CDT\)](#)

Apr 30, 2024

Signature

Date

Bill Gravell

County Judge

Printed Name & Title