

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AGREEYA SOLUTIONS INC.**

This Agreement is entered into this 7th day of June, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AgreeYa Solutions Inc, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing a replacement software application for the Sheriff's Work Program/Alternative Sentencing Bureau (SWP.net).

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—AgreeYa Solutions Inc. Statement of Work

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit A, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. To the extent that there is any inconsistency between this agreement and Exhibit A or the Master Services Agreement, the terms of this agreement shall prevail.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Four Hundred Four Thousand Three Hundred Forty Dollars (\$404,340)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2022** through **January 31, 2024**.

**5. Termination**

This Agreement may be terminated by Contractor or by the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all

reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of

1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.



(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Veronica Ruiz, Management Analyst  
Address: 400 County Center, Redwood City, CA 94063  
Telephone: 650-363-7819  
Email: [vrui@smcgov.org](mailto:vrui@smcgov.org)

In the case of Contractor, to:

Name/Title: Kristine Cochran, Controller  
Address: 605 Coolidge Drive, Folsom, CA 95630  
Telephone: 916-294-0075  
Email: kristine.cochran@agreeya.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.


**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **AGREEYA SOLUTIONS INC.**

 29885020A15E434...	6/2/2022   2:26 PM PDT	Sandeep Sharma
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board



# Statement of Work for **Application Modernization of the SWP Application**

Dated: May 11, 2022  
Version 1.2.3



Submitted to



Submitted by







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## 1. Introduction

AgreeYa Solutions ('AgreeYa') is pleased to submit this **Statement of Work (SoW)** to the **County** for **Application Modernization of the SWP Application** as detailed in the scope of work.

This SoW is issued between **San Mateo County Sheriff's Office** and AgreeYa, effective **July 01, 2022**. This SoW is subject to the terms and conditions contained in the Master Services Agreement valid till January 31<sup>st</sup>, 2023, between the parties and is made a part thereof.

We have highlighted our organizational and technological capabilities and expertise along with experience working with the **San Mateo County Sheriff's Office** in detail in the "**Appendix**" of this SoW.

## 2. Our Understanding

It is our understanding that the objective of this project is to successfully design, develop and deploy the new SWP Application that will replace the existing SWP Application.

The SWP application has been in use by the San Mateo County Sheriff's Office since 2004 and is used to handle very sensitive data. Hence, the application will be used by internal users only and authentication will be via Active Directory only.

The existing SWP application was developed in 2004 using the C# and .NET framework 1.0 technology and SQL 2005 as database. Although the existing SWP application provides the needed functionality, it is based on old architecture and design and does not allow any support for the upgraded version of the Windows Operating System. It can only run up to Windows XP and the San Mateo County Sheriff's Office is under the process of upgrading the systems to Windows 10 or onwards and the proposed application will be built for Windows 10 OS. Also, the San Mateo County Sheriff's Office does not have the source code of the existing application. This certainly limits the San Mateo County Sheriff's Office's capabilities to make any changes in the application.

San Mateo County Sheriff's Office would like to address these limitations by replacing the existing SWP Application with a new application that utilizes a modern framework that is scalable and can be supported by upcoming windows upgrades. Also, the San Mateo County Sheriff's Office will have the source code of the new application, to allow them integrated it with other systems or make any necessary modifications.

It is San Mateo County Sheriff's Office's requirement to architect the new SWP application utilizing Microsoft .NET core framework and migrate the data from SQL Server 2005 to SQL 2019 database.

To assist San Mateo County Sheriff's Office, AgreeYa is proposing a robust system architecture and design which will follow the industry-standard best practices. The following sections in this SOW encompass the scope and approach for the design, build, and implementation of the new SWP Application.

### 3. Scope of Work

The scope of this project is to replace the existing SWP application, a windows-based C# and .NET framework 1.x application to the latest version with a newly architected and designed Windows (Thick client) Application.

Under this Statement of Work, AgreeYa will perform the following tasks:

#### 1. PROJECT MANAGEMENT

- Develop an integrated project schedule in collaboration with San Mateo County Sheriff's Office PM.
- Schedule and facilitate project meetings
- Prepare and distribute minutes of meetings
- Prepare project status reports
- Enter user stories and tasks
- Track and update progress
- Track project issues and risks
- Provide guidance to the development team

#### 2. ENVIRONMENT SETUP

- Assist the San Mateo County Sheriff's Office in setting up a secure environment for
  - 2.1. Development Server
  - 2.2. Testing Server
  - 2.3. Production Server

#### 3. SCREEN DEVELOPMENT

- Redevelop screens for the SWP application
- Review screens with the San Mateo County Sheriff's Office team and incorporate the feedback.

#### 4. DOCUMENTATION OF BUSINESS RULES AND REQUIREMENTS

- Capture and discuss the business rules applied on each screen.
- Document any changes or confirm understanding prior to development.
- Prepare technical documentation and screens flow.

#### 5. SYSTEM ARCHITECTURE, CONFIGURATION, AND MIGRATION

- Prepare a system architecture for the new SWP application.
  - Prepare and submit a system architecture document that provides detail on all application layers and components.
- The architecture will meet the following requirements:
  - .Net Framework
  - Database SQL SERVER 2019
  - SSRS Reports
- Configure required components for SQL Server and SSRS.
- Migration of existing SQL Server 2005 data to SQL Server 2019.





## 6. REPORT DEVELOPMENT

- Develop Reports to deliver **up to 16 reports** based on San Mateo County Sheriff's Office requirements.

## 7. TESTING

- Develop Test Cases for complete SWP application.
- Perform Unit testing on each component developed in the SWP application.
- Perform Functional testing on all the screens.
- Perform System-level testing of SWP Application.
- User Acceptance Testing for the complete application.
- Log and track any issues/bugs reported and deliver a bug-free application.

## 8. MIGRATION AND ROLLOUT

- Deploy the newly developed SWP Application in the production environment
  - Production environment will be a thick client/machine provided by the San Mateo County Sheriff's Office where AgreeYa will deploy the proposed desktop application for the production use.
  - AgreeYa will deploy the approved application **on one production** machine /environment and handover the executable package.
    - The county will be responsible to deploy the executable on the other thick clients/machines for the production use.
- Resolve any issues identified.
- Prepare Sign-Off Document and obtain Sign-Off.

## 9. TRAINING AND DOCUMENTATION

- Provide training sessions for the features developed for the new SWP Application
  - Utilize Train-the-trainer approach and video training
  - Develop and provide Training documentation and resources
- The existing SWP application help page will be updated to incorporate the new SWP application screenshots and explanation of the new system.
- Prepare documentation that reports, at a summary level, the lessons learned in the process of implementing the new SWP Application and deliver final program source code.
- The documentation of source code will be complete enough for subsequent technical personnel review to determine program flow and connectivity.

## 10. WARRANTY SUPPORT

- AgreeYa will provide 30 calendar days of warranty support as part of this SOW, which begins after training and UAT signoff by the county.
- During the warranty period and after deploying on the county's Thick Client environment, AgreeYa will be responsible for fixing any/all errors, defects, bugs caused due to the application code to stabilize the application post go-live.
- County will share the log errors and defects via email.
- Necessary knowledge transfer will be provided to the county's team during the resolution of defects.

- Will assist the county in initial setup for the application deployment.

## **11. POST IMPLEMENTATION SUPPORT [OPTIONAL]**

- After the warranty period, AgreeYa will provide post implementation support for 12 months.
- Following activities will be covered as part of the post-implementation support
  - **Bug Fixes only without any enhancements**
    - Any place where the program doesn't function the way it was specified in the SOW and accepted during UAT/Go-Live, the San Mateo County Sheriff's Office will report the issue via support ticket and AgreeYa will review and address the reported issues.
    - Any changes to the application which is out of the agreed scope as defined in the SOW will be treated as enhancement and will be handled on a T&M at a blended rate of \$115/hr.
  - **Meet the 99.99% uptime SLA for the desktop application on the user PC/thick client will be based on the following.**
    - Application availability will be based on the assumption that the County will ensure the infrastructure, or the hosted environment required for running the application is UP and available during the time the application is being used.
  - **Improved report response time.**
    - For the improved report response time, the support team may recommend if there are new features available from Microsoft to improve the SSRS report generation performance.
  - **Training & Documentation**
    - Training will be provided in the Train-the-trainer model in case the new Trainer is onboarded.
  - **Updating source control with the latest code and build artifacts on each release for different bug fixes.**
    - AgreeYa will be updating the source control with the latest source code and will update the build with build numbers specific to the bug fixes releases.
  - **Monitoring database and application log**
    - AgreeYa will review the application logs for root cause analysis specific to the reported bug.
    - AgreeYa will monitor the database tablespace.
  - The post-implementation support will come with 40 hours of monthly support for 12 months after the warranty period.
  - The 40hrs is the maximum that can be utilized in a month, any additional efforts required over and above 40 hours of monthly capping will be billed separately on a T&M basis.
  - The unused hour will not roll over to the next month.
  - All minor and major enhancements will be billed separately out of the post-implementation support.
  - The scope of post-implementation support is limited to the supported release environments by Microsoft.

- The .Net framework upgrade support is out of the scope of the post-implementation support.
- **Coverage: The post-implementation support will be provided during business days from Monday to Friday 9:00 AM PST to 5:00 PM PST as per the following support service level.**
  - **Submission of Incidents (Ticket):** AgreeYa's L2 team will review the support tickets that are submitted by Sheriff's department (L1) through the Email, Ticketing system. After accessing the priority of the issues, AgreeYa shall provide solutions, fixes, and workaround options as applicable.
  - **Support Window:** Below is the details of the service hours during which the AgreeYa support would be available to provide the required post-implementation support.  
Business Days Monday – Friday (Excluding Holidays)/ 9:00 AM - 5:00 PM PST.

Below we have provided the details of the **support service levels** defined for the engagement with an assumption that the county's L1 helpdesk will be submitting the ticket to report the bugs/issues:

Support Level	Support Scope
<b>Level 2 (L2)</b>	<ul style="list-style-type: none"> <li>• Responsible to investigate the reported issues that require functional/technical knowledge of the product as submitted by the department's L1 Helpdesk.</li> <li>• Responsible to investigate the issue through application logs/source code for the issues that are not reproducible.</li> <li>• Responsible to suggest a workaround in case functionality is not working due to design or architecture limitation, or detailed analysis might require some time and the customer's environment is affected.</li> <li>• Responsible for hotfix creation in the case reported issue is reproducible and requires hotfix to resolve.</li> </ul>
<b>Development Services</b>	<ul style="list-style-type: none"> <li>• The request which is beyond the scope of the post-implementation support would be addressed by request to AgreeYa.</li> <li>• The county would be charged on T&amp;M based on the mutually agreed hourly rates to service the required development/change request.</li> </ul>

The following severity level definitions and corresponding response time will follow for each of the respective support incidents:

Severity Levels	Definition	Response Time
<b>Severity 1 (S1)</b>	<ul style="list-style-type: none"> <li>• Business operations have been severely disrupted</li> <li>• Substantial loss of service</li> </ul>	2 Hours



Severity Levels	Definition	Response Time
	<ul style="list-style-type: none"> <li>· All or a substantial portion of mission-critical data is at significant risk of loss or corruption.</li> </ul>	
<b>Severity 2 (S2)</b>	<ul style="list-style-type: none"> <li>· Major functionality is severely impaired</li> <li>· Operations can continue in a restricted fashion, although long-term productivity might be adversely affected</li> <li>· A major milestone is at risk.</li> <li>· A temporary workaround is available.</li> </ul>	8 Hours
<b>Severity 3 (S3)</b>	<ul style="list-style-type: none"> <li>· Partial, non-critical loss of functionality.</li> <li>· Impaired operations of some components but allow the user to continue using the associated system.</li> <li>· A minor milestone is at minimal risk.</li> <li>· A temporary workaround is available.</li> </ul>	24 Hours

## 3.1. Assumptions

- A Single Point of Contact (SPOC) will be provided by San Mateo County Sheriff's Office team throughout the entirety of the project.
- The new application will focus on exact functionality implementation, however, minor tweaks like adjustment of not using deprecated controls and use available controls and methods will be acceptable to San Mateo County Sheriff's Office.
- San Mateo County Sheriff's Office Team will participate in Daily SCRUM Meetings to understand the project progress.
- San Mateo County Sheriff's Office IT team will be responsible for providing the necessary access to the environment.
- San Mateo County Sheriff's office team will provide access to the database and application prior to start of the project.
- San Mateo County Sheriff's Office IT team will be responsible for providing the existing SWP Application's access. Delay because of the access issues will be managed via the Change Request Process.
- San Mateo County Sheriff's Office team will respond to any queries/clarifications raised by AgreeYa in TWO (2) business days. Delay in the clarification will be managed via Change Request, deemed necessary.
- At least a 1-week lead time will be given to AgreeYa to assemble the team.
- User training will be done remotely via online means. And it will be provided to key stakeholders (Identified during Project Initiation) in a maximum of 3 sessions of 2 hours each.
- AgreeYa will use their own template(s) to do the documentation of the work.
- San Mateo County Sheriff's Office IT team will be responsible to maintain the infrastructure, or the hosted environment for the application and the database server.
- We have not considered hosting the production level SQL server with the final product in San Mateo County Sheriff's Office new server environment in 2019.
- The development environment is a prerequisite and is needed throughout the project development cycle.
- The development environment is needed till the end of the warranty period.
- San Mateo County Sheriff's Office can move the development environment to their on-prem environment after the project is delivered.

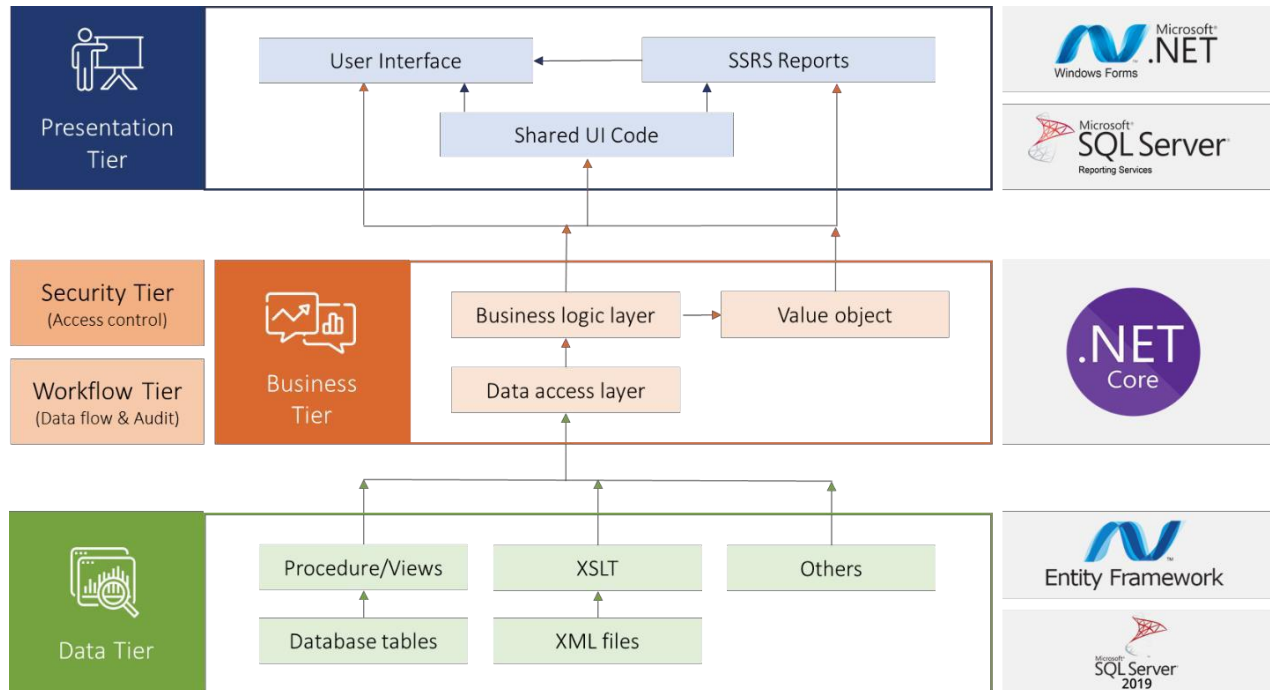
## 3.2. Exclusions

- Development of any new functionality is NOT in the scope of this project.

## 4. Proposed Architecture

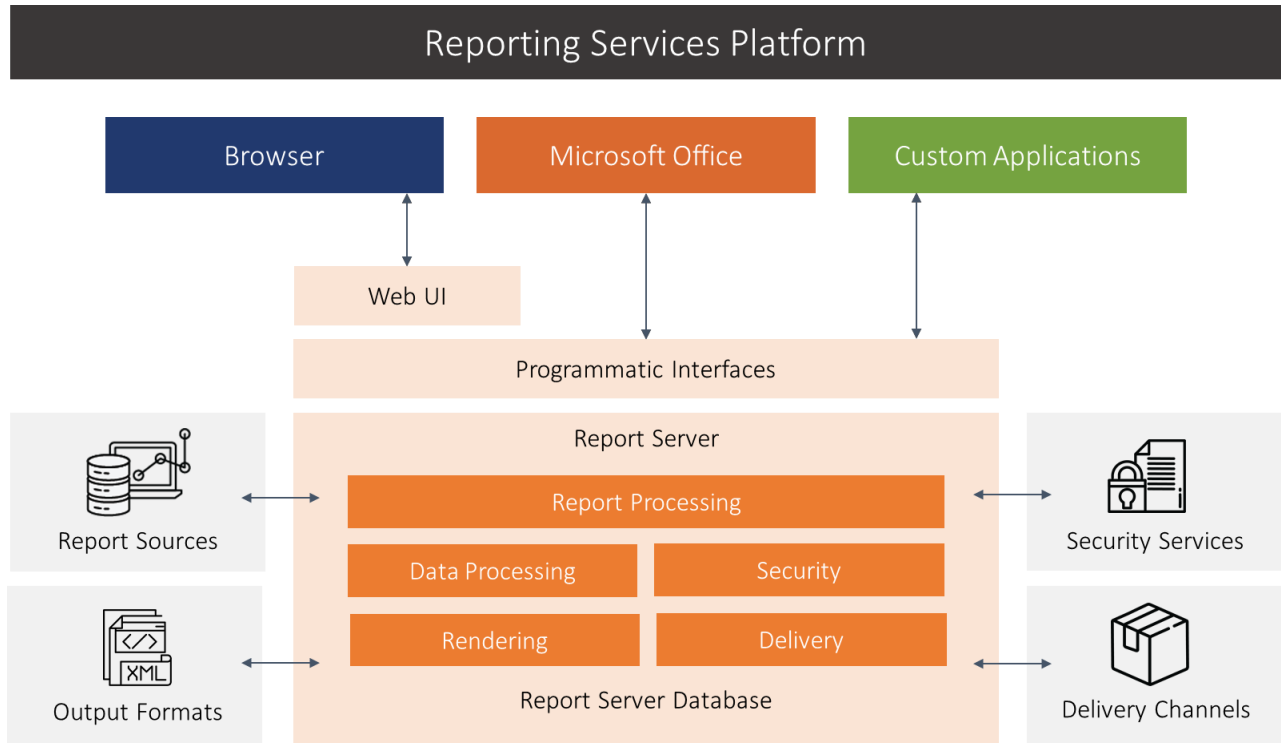
Based on our understanding of the requirements, we have provided the **Proposed Architecture for the new SWP application**.

However, we understand that during execution and implementation, based on some other explored facts and discussions, this may require some changes. AgreeYa will manage the design and solution appropriately on a case-by-case basis.



*Proposed Architecture for the SWP Application*

We have also provided high-level representation of the **Reporting Services Platform**, to demonstrate the reporting requirements.



*Demonstration of the reporting requirements*

## 5. Project Approach

Tasks	AgreeYa's Responsibilities	San Mateo County Sheriff Office's Responsibilities
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Prepare Kick-off Meeting presentation.</li> <li>• Provide a technical team lead and/or coordinator to participate in project meetings as needed.</li> <li>• Co-ordinate with San Mateo County Sheriff's Office staff and other consultants as needed</li> <li>• Provide monthly status reports including work details and hours- as per the Project guidelines</li> <li>• Coordinate AgreeYa resources to ensure that appropriate resources are allocated to perform work within the allotted time.</li> <li>• Ensure and verify that all consultant tasks are completed.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• Initial Project plan</li> <li>• Weekly status report format</li> <li>• Monthly status report format</li> </ul>	<ul style="list-style-type: none"> <li>• Support AgreeYa Team in facilitating the participation of the stakeholders in project meetings.</li> <li>• Work with AgreeYa's Project Manager to resolve issues related to project schedule, if any.</li> <li>• Review deliverables as needed during the project.</li> <li>• Make decisions as and when required throughout the project duration.</li> <li>• Provide a single set of consolidated comments on deliverables.</li> </ul>
<b>Environment Setup</b>	<ul style="list-style-type: none"> <li>• Assist the San Mateo County Sheriff's Office in setting up a secure environment for               <ul style="list-style-type: none"> <li>11.1. Development Server</li> <li>11.2. Testing Server                   <ul style="list-style-type: none"> <li>○ Production Server</li> </ul> </li> </ul> </li> </ul> <p><b>Key Deliverable(s):</b></p> <p>Environment Setup</p>	<ul style="list-style-type: none"> <li>• Provide the Setup of SQL Server 2019, SSRS server and VS 2019 for Development/Testing Environment and Production Environment.</li> <li>• Provide the SQL Server 2008 R2 instance set up to bridge the migration from SQL Server 2005 DB to SQL Server 2019 DB</li> </ul>





Tasks	AgreeYa's Responsibilities	San Mateo County Sheriff Office's Responsibilities
<b>Screen Development</b>	<ul style="list-style-type: none"> <li>• Redevelop screens for the SWP application</li> <li>• Review screens with the San Mateo County Sheriff's Office team and incorporate the feedback.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• Screens are developed</li> </ul>	<ul style="list-style-type: none"> <li>• Respond to AgreeYa's request for clarifications and/or information in a timely manner</li> <li>• Participate in development meetings as requested</li> <li>• Provide timely feedback on screens etc. submitted for review.</li> </ul>
<b>Documentation of Business Rules and Requirements</b>	<ul style="list-style-type: none"> <li>• Capture and discuss the business rules applied on each screen.</li> <li>• Document any changes or confirm understanding prior to development.</li> <li>• Prepare technical documentation and screens flow.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• Technical documentation and screens flow</li> </ul>	
<b>System Architecture, Configuration, and Migration</b>	<ul style="list-style-type: none"> <li>• Prepare a system architecture for the new SWP application. <ul style="list-style-type: none"> <li>○ Prepare and submit a system architecture document that provides detail on all application layers and components.</li> </ul> </li> <li>• The architecture will meet the following requirements: <ul style="list-style-type: none"> <li>○ Build on .Net/MVC framework</li> <li>○ Database SQL 2019 will be utilized.</li> <li>○ SSRS Reports</li> </ul> </li> <li>• Configure and develop the new SWP application following the</li> </ul>	



Tasks	AgreeYa's Responsibilities	San Mateo County Sheriff Office's Responsibilities
	<p>user interface design and system architecture</p> <ul style="list-style-type: none"> <li>Migrate existing data from the existing SQL Server to the new SQL Server 2019</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>System Architecture document</li> <li>Migrated Data in SQL Server 2019</li> </ul>	
<b>Report Development</b>	<ul style="list-style-type: none"> <li>Develop Reporting Framework to deliver up to <b>16 reports</b> based on San Mateo County Sheriff's Office requirements</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>Reports</li> </ul>	
<b>Testing</b>	<ul style="list-style-type: none"> <li>Develop Test Cases for complete SWP application.</li> <li>Perform Unit testing on each component developed in the SWP application.</li> <li>Perform Functional testing on all the screens.</li> <li>Perform System-level testing of SWP Application.</li> <li>Log and track any issues/bugs reported and deliver a bug-free application.</li> <li>Obtain San Mateo County Sheriff's Office team's approval before moving to production release.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>Developed Test Cases</li> <li>Identified issues fixed</li> </ul>	<ul style="list-style-type: none"> <li>Approve system for implementation</li> <li>Provide timely Sign-Off on AgreeYa deliverables</li> </ul>



Tasks	AgreeYa's Responsibilities	San Mateo County Sheriff Office's Responsibilities
<b>Migration and Rollout</b>	<ul style="list-style-type: none"> <li>• Deploy the newly developed SWP Application in the production environment</li> <li>• Resolve any issues identified.</li> <li>• Prepare Sign-Off Document and obtain Sign-Off.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• New SWP Application deployed in Production</li> <li>• Sign-Off Document</li> </ul>	<ul style="list-style-type: none"> <li>• Provide sign-off on successful deployment of the SWP Application on production environment</li> <li>• Participate in project closeout</li> <li>• Provide final project sign-off</li> </ul>
<b>Training and Documentation</b>	<ul style="list-style-type: none"> <li>• Provide training sessions for the features developed for the new SWP Application <ul style="list-style-type: none"> <li>○ Utilize Train-the-trainer approach and video training</li> <li>○ Develop and provide Training documentation and resources</li> </ul> </li> <li>• The existing SWP application help page will be updated to incorporate the new SWP application screenshots and explanation of the new system.</li> <li>• Prepare documentation that reports, at a summary level, the lessons learned in the process of implementing the new SWP Application and deliver final program source code.</li> <li>• The documentation of source code will be complete enough for subsequent technical personnel review to determine program flow and connectivity.</li> </ul>	<ul style="list-style-type: none"> <li>• Arrange logistics for training</li> <li>• Ensure timely participation from the trainees</li> <li>• Review and approve the documentation</li> </ul>



Tasks	AgreeYa's Responsibilities	San Mateo County Sheriff Office's Responsibilities
	<p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• Training Completion</li> <li>• Training Material</li> <li>• Requisite Source Code Documents</li> </ul>	
<p><b>Warranty Support</b></p>	<ul style="list-style-type: none"> <li>• Provide 30 calendar days of warranty support as part of this SOW, which begins after training and UAT signoff by the county.</li> <li>• During the warranty period and after deploying on the county's Thick Client environment, AgreeYa will be responsible for fixing any/all errors, defects, bugs caused due to the application code to stabilize the application post go-live.</li> <li>• Necessary knowledge transfer will be provided to the county's team during the resolution of defects.</li> <li>• Will assist the county in initial setup for the application deployment.</li> </ul> <p><b>Key Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>• Resolve bugs</li> <li>• Knowledge Transfer</li> <li>• Production deployment</li> </ul>	<ul style="list-style-type: none"> <li>• County will share the log errors and defects via email.</li> </ul>



## 6. Proposed Timelines

Based on our current understanding, we estimate to complete this project within **Thirty (30) calendar weeks** from the project kickoff date **including Four (4) calendar weeks** of warranty support.

A detailed project plan will be published during the project kickoff and all activities will be tracked as per the final project plan.

Weeks Tasks	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30
Project Management	[Light Blue Bar]																													
Requirements	[Light Blue Bar]																													
Coding & Testing	[Yellow Bar]																													
Report Development												[Green Bar]																		
Data Migration				[Orange Bar]																										
UAT																						[Purple Bar]								
Deployment & Go-Live																								[Orange Bar]						
Training																									[Blue Bar]					
Warranty																												[Green Bar]		



## 7. Proposed Cost

We have carefully evaluated the project scope, resource requirements, and timelines, and have developed a cost proposal that we believe is both competitive and comprehensive.

Based on the scope of work defined earlier in this SoW, the estimated total fee for each service is provided below:

<b>1</b>	<b>Development and Deployment of New SWP Application including Warranty support</b>	<b>\$342,000.00</b>
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Table 1.0 Development Cost

<b>2</b>	<b>Twelve (12) months of Post Implementation Support</b>	<b>\$56,400.00</b>
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Table 2.0 Post Implementation Support Cost

<b>3</b>	<b>SQL server 2019 Development Environment hosting* with below the listed specs**</b>	<b>\$791.98/Month***</b>
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Table 3.0 Development Environment Cost

\*This includes Licensing with Azure with no MSP/Hybrid Benefits

\*\*Single Database, vCore, RA-GRS Backup Storage, General Purpose, Provisioned, Standard-series (Gen 5), Local Redundancy, 1 - 4 vCore instance(s) x 730 Hours, 20 GB Storage, 20 GB Backup Storage.

\*\*\*This is a Not-to-Exceed per month fee. To minimize the cost, we will not keep the dev environment 24X7 up-and-running by bringing the environment down during the weekends and other measures taken to minimize the cost.

Any additional services, work/functionality required will be billed on a Time & Material (T&M) basis and will be charged at a blended rate of \$115 per hour.

### Invoicing and Payments

#### **1. Service #1 - Development and Deployment of New SWP Application including Warranty support**

AgreeYa will invoice upon completion of each Milestone listed in the table below:

#	Milestone/Deliverables	Amount
1.	Project Plan	\$51,300.00
2.	Screen Design Completed	\$51,300.00
3.	Data Migration Approach and Setup Completed	\$34,200.00
4.	Code Development - 50% Screens Completed	\$34,200.00
5.	SSRS Report Development - 50% Reports completed	\$34,200.00
6.	Code Complete and Ready for UAT	\$68,400.00



7.	UAT Completed	\$34,200.00
8.	Production Deployment + Warranty Support	\$34,200.00

## 2. **Service #2: Post Implementation Support**

AgreeYa will invoice upfront upon completion of Services #1 (**Development and Deployment of New SWP Application including Warranty support**) and before the start of this service.

#	Milestone/Deliverables	Amount
1.	Post Implementation Support	\$56,400.00

## 3. **Service #3: SQL Server Hosting**

AgreeYa will invoice at the end of each month as per billing cycle provided by the Cloud service provider effective from the date when the development environment is procured for the purpose of executing Service #1 (**Development and Deployment of New SWP Application including Warranty support**)

#	Milestone/Deliverables	Amount
1.	SQL server 2019 Development Environment hosting	\$791.98/Month

## Payment Terms

- San Mateo County Sheriff's Office will pay all the invoices within thirty (30) days from the date of each invoice.

## 8. Location of Work

AgreeYa will provide these services from Global Delivery Center in Folsom, CA; along with any other locations deemed appropriate by AgreeYa.

_____	_____
_____	_____
_____	_____
_____	_____

## Appendix

### About the Company

**Established in March 1999**, AgreeYa Solutions, Inc. is a **global provider of software, solutions, and services** focused on delivering a competitive advantage to our clients through its partnership approach, global capability, and flexible delivery model. AgreeYa with its Global **Headquarters in Folsom, California** is managed by a seasoned board and executive management team based in California.



AgreeYa is a privately held Incorporation & Large Business organization and **employs 1,800+ professionals** across its multiple offices across states. Our local presence in California with global headquarters at Folsom has provided us an added advantage of **supporting more than 50 public sector clients (cities, counties, and agencies) based out of California.**

AgreeYa is a Microsoft systems integrator providing software, solutions, and services to our clients. Headquartered in Folsom, CA, AgreeYa with more than 1,800 professionals across its multiple global offices, provides **Application Development and Management, Microsoft 365 and Enterprise Collaboration**, Digital Transformation; Cloud and Infrastructure; Enterprise Mobility; Business Intelligence and Big Data Analytics; Product Engineering; Application Development and Management; Independent Software Testing; and IT Staffing Services.

AgreeYa is known for its quality services and one of the most recent testimonies to this is AgreeYa being recognized as Top **(Ranked #1) IT Consulting Company** in Sacramento Region by Sacramento Business Journal. Backed by **SEI CMMI** and **ISO 9001:2008** certified processes AgreeYa possesses a solid foundation in traditional technologies while riding the leading edge of innovation, that has created a powerful blend leading to its established status among **premier web application development agencies** and a **trusted technology partner**. With these accolades, our customer base comprises **over 500 organizations** and including **20 from the Fortune 500.**



**Empowering Digital Government:** For about two decades, AgreeYa has worked with local and state governments to increase productivity, enhance citizen services, drive efficiencies, and more. AgreeYa's goal is to transform government operations and citizen services using social, mobile, analytics, cloud, and other innovative solutions

AgreeYa is an **SEI CMMI** and **ISO 9001:2015** certified organization. With these accolades, our customer base comprises **over 500 organizations** including **more than 100 public organizations**, and over 20 being Fortune 500 nationwide and globally. We deliver a competitive advantage through our collaborative approach, global capability, and flexible delivery model.





Gold Datacenter  
Gold Collaboration and Content  
Gold Application Development  
Gold Data Analytics  
Gold Messaging

Since its inception, AgreeYa has continuously invested in building strong competency around **Microsoft technologies** and this has enabled us to maintain our **Microsoft Gold Certified** Partner status for many years now.

AgreeYa's status as a **Microsoft Gold**

**Certified partner** in five different areas is the testimony of our capability, experience, and customer satisfaction in the Digital Transformation space.

AgreeYa's cloud experience is deep. We are a **Microsoft CSP** (Cloud Solution Provider) partner, which enables us to directly manage the entire Microsoft cloud customer lifecycle. AgreeYa is a Fast Track program partner for Microsoft for Office 365. Besides, AgreeYa has been recognized by Microsoft as Azure Government Beta Partner\*.



### AgreeYa's Experience

In recent years, AgreeYa has worked with over 100+ customers in providing a plethora of Microsoft 365 (Formerly known as Office 365) services around assessment, planning, design, development, migration, and implementation services, including support & training. Few of AgreeYa's key Microsoft accreditation includes:

- AgreeYa with a **Microsoft Gold Partner accreditation** possesses the expertise around Office 365 and the SharePoint platform.
- AgreeYa is also recognized by Microsoft as its **Cloud Solutions Partner (CSP)**, FastTrack Partner, and Co-Sell Ready partner.
- AgreeYa's been selected by Microsoft for its **Private Cloud Fast Track Program** which is a testimony of our contribution towards Microsoft's joint effort to deliver validated, pre-configured solutions that reduce the complexity and risk of implementing a private cloud. With this program having the ability to leverage user adoption programs, we may be able to offset the overall costs for eligible Clients.
- We are pleased to share that AgreeYa Solutions also exhibited at **Microsoft's Enterprise Technology Conference, IGNITE**, held in Florida whereby our team of SharePoint solution experts was available to answer any questions during the conference.

AgreeYa possesses deep experience of working for **public and state agencies**. Over a period of 22 years, AgreeYa has established itself as a **trusted partner** for public agencies. AgreeYa has very recently implemented similar Microsoft 365 & Intranet solutions for public agencies including the **County of San Mateo, San Mateo County Sheriff's Office, California Department of Public Health (CDPH), Southern California Association of Governments, Solano County (GCC)**, Port of San Diego, Port of Long Beach, to name a few. Our customer base comprises **over a hundred (100) public organizations**, and over **20 Fortune 500** companies. Below, is a representative list of our public sector experiences:



San Mateo County

California Department of Public Health  
(CDPH)

City of San Jose

City of Palo Alto

County of Orange

County of Sacramento

San Joaquin County

San Diego County District Attorney's  
Office

Southern California Association of  
Governments  
State of New Mexico

State of North Carolina

CA Lottery

California State University, Chico

Department of Health Care Services

State of Washington

Dept. Of Alcohol and Substance Abuse  
(DASA), WA

AgreeYa has been associated with San Mateo County and **San Mateo County Sheriff's Office** as a technology partner through the years and since then, we have successfully completed multiple projects including **EasyTrieve / DollarUniversal App Server Migration, Application Server Migration, Azure Everywhere Workshop PaaS** along with various staffing engagements like **Contingency Staffing Services MSA, Project Staffing MSA, etc.**

These successful & ongoing associations highlight our commitment to work with the County to achieve long-term success.

### Our Microsoft 365 Expertise

AgreeYa possesses **extensive expertise** around **Microsoft 365 workloads** such as SharePoint, Exchange, OneDrive, and Microsoft Teams implementation and migration. AgreeYa is proud of its record of accomplishment with our customers. We have delivered similar engagements for numerous public-sector clients with great success.

AgreeYa's Microsoft 365 Practice has strong credentials to support and deliver expertise and solution-based consulting with Microsoft tools and technologies to implement different Microsoft 365 workloads for organizations worldwide.



*Brian McEvoy, Sr. Director of Siemens PLM (first from left) presenting the intranet (by AgreeYa) at the SharePoint Partner Conference in Las Vegas, hosted by Microsoft.*

In fact, AgreeYa has recently completed similar projects for some of our key private and public-sector customers such as San **Mateo County, City of Fontana, Solano County, Southern California Associations of Governments (SCAG), Sacramento Municipal Utility District (SMUD), California Department of Public Health (CDPH), County of**

**San Diego and many more.**

Statement of Work for Application Modernization

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## Our App Modernization Expertise

AgreeYa has a dedicated **Application development and modernization practice** that helps enterprises to adapt to the changing landscape and offer tailor-made solutions, allowing our clients to connect with their customers, partners, and employees. Our current focus has been on the latest application development platforms/technologies such as **ASP.Net, .Net Core, etc.**

**App Modernization is AgreeYa's specialization** and not just another technology implementation initiative. Further, with a laser-sharp focus on innovation, AgreeYa has continued to build an intelligent solution to ease the implementation and governance of **App Modernization Solutions** for its clients.

AgreeYa possesses deep App Modernization experience. Over a period of 21 years, AgreeYa has established itself as a **trusted IT implementation** and **advisory services** provider for the public sector. AgreeYa has very recently implemented similar App Modernization Solution for public agencies including **South Coast Air Quality Management District (SCAQMD), Mojave Desert Air Quality Management District, California Air Resources Board** to name a few. Our customer base comprises **over a hundred (100) public sector agencies**, and over **20 Fortune 500** companies.

AgreeYa has developed top apps in their categories for firms such as **San Mateo County, California Air Resource Board (CARB), Southern California Association of Governments (SCAG), Verizon, Deloitte, etc.** Some of these apps have been prominently featured and written up by multiple business publications for achieving success and high market penetration.

## Certified Partnerships

Microsoft Gold Certified Partner

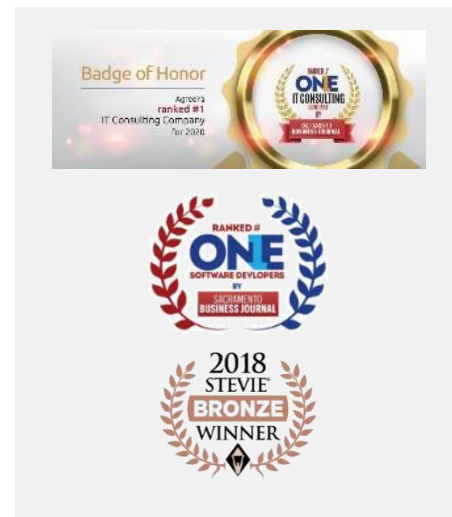
- Microsoft FastTrack Program Partner
- Microsoft Cloud Solution Provider
- Microsoft Technology Adoption Program (TAP)
- Microsoft Azure Everywhere Partner
- Microsoft SharePoint Deployment Planning Services (SDPS)
- Microsoft O365 Beta Partner
- Microsoft Azure Government Partner\*
- Microsoft Private Cloud & SQL Server Deployment Planning Services Partner
- Nintex certified Co-Sell Partner



## Key Awards

AgreeYa is proud to highlight some of its recent recognitions below:

- Recognized as Top (Ranked #1) IT Consulting Companies by Sacramento Business Journal.
- Featured among 'TOP Software Companies in Sacramento, CA, Region' by Sacramento Business Journal.
- "Bronze Stevie Award" in the Company of the Year - Business & Professional Services category for Fifth Consecutive Year
- Top 5 Outsourced Product Development Companies
- Top 20 Most Promising Enterprise Software Consulting Companies
- Gartner Cool Vendor (Enterprise Mobility)
- Ajay Kaul, one of our Managing Partners was featured on Spot Light of Sacramento Business Journal.



## AgreeYa's Key Differentiators

We strongly believe that AgreeYa brings the right mix of similar experience, technical skill, tools, and methodology to collaboratively work with the **San Mateo County Sheriff's Office** team and deliver this Project.

Below, we are highlighting a few of the value propositions that we believe distinguishes us from the competition.

### a) Domain Experience

AgreeYa has been associated with San Mateo County as a technology partner through the years and since then, we have successfully completed multiple projects at the County including **EasyTrieve / DollarUniverse App Server Migration, Application Server Migration, Azure Everywhere Workshop PaaS** along with various staffing engagements like **Contingency Staffing Services MSA, Project Staffing MSA, etc.**

These successful & ongoing associations highlight our commitment to work with the County to achieve long-term success.

### b) Proven Application Development and Modernization Experience

AgreeYa has a dedicated Application development and modernization practice that helps enterprises to adapt to the changing landscape and offer tailor-made solutions, allowing our clients to connect with their customers, partners, and employees. Our current focus has been on the latest application development platforms/technologies such as **ASP.Net, .Net Core, etc.**

AgreeYa has developed top apps in their categories for firms such as **San Mateo County, California Air Resource Board (CARB), Southern California Association of Governments (SCAG), Verizon, Deloitte, etc.** Some of these apps have been

prominently featured and written up by multiple business publications for achieving success and high market penetration.

#### **c) Microsoft Partner Alliance**

AgreeYa has demonstrated exceptional technical expertise on .Net, .Net Core Framework, s and Containerized .NET Applications/solutions that helped us earn Microsoft Gold Certified Partner, Microsoft Cloud Solution Provider, and Microsoft Co-sell ready partner status with Microsoft.

AgreeYa have been also recognized by Microsoft as a CityNext Partner too, for its contribution towards enablement of Counties/ Cities/ Districts in adapting to the latest technology platforms, thus empowering governments, business and citizens to create more sustainable, prosperous, and economically competitive.

#### **d) Accelerated Delivery**

Over the years of successful implementations for San Mateo County, **San Mateo County Sheriff's Office** as well as other similar clients, **AgreeYa has developed a large number of frameworks, solution components, and accelerators** that drastically reduce development time and effort. Our solution delivery accelerators yield productivity gains and produce consistent, accurate, and predictable performance even in the most challenging environment. Further, during the implementation of this project, the AgreeYa team will focus on developing and delivering re-usable solution components, which would help San Mateo County Sheriff's Office in the future to reduce development efforts in projects and its expansion.

#### **e) A Strong Team**

We intend to bring a group of our strongest resources to form a project team that has **"been there and done that"** and we will back those resources with strong management, process, and support. **We also intend to bring in certified resources in each of the identified areas.** The Project Team will not only work with the **San Mateo County Sheriff's Office** on the implementation of the project goals but will suggest ways to optimize the new SWP Application's performance.

#### **f) Mature Processes**

At AgreeYa, we have high standards of mature processes to drive success. Our proprietary 'SUMMIT' quality framework is derived out of the four-dimensional process that includes Organizational, Engineering, Project Management, and Support processes. Our accreditation as ISO 9001:2015 certified organization and quality processes CMMI certified by Software Engineering Institute (SEI) of Carnegie Mellon University (CMU) is a testimony of the same.

#### **g) Cost efficiency**

AgreeYa brings a gamut of centralized tools and resources to eliminate redundancy and lead to tremendous savings in resource utilization.



## **h) Collaborative and Flexible Approach**

We will work closely with you to develop a solution(s) that meet the specific needs of your current environment, and one that you can seamlessly leverage for future growth.

We strongly believe that AgreeYa, brings the right mix of prior relevant experience, technology, and business expertise, relevant project experiences, and cherry-picked professionals along with an understanding of the workings of the San Mateo County Sheriff's Office, to execute this project that differentiates us from the competition in delivering quality service at a low Total Cost of Ownership (TCO).

We are committed to working with the San Mateo County Sheriff's Office as a partner of choice to achieve long-term success. The San Mateo County Sheriff's Office can trust that the AgreeYa Team will deliver the engagement in a professional manner that will exceed your time, cost, and quality expectations. We consider customer satisfaction as the key to building successful relationships. This philosophy is reflected in our motto .....***building our future on your success***. This dedication to the success of our client positions AgreeYa as the partner of choice for businesses seeking results.