



PROJECT SCOPE

“Client”: Canyon County, Idaho

Estimated Project Date: MAR-SEPT 2025

OVERVIEW

1. Project Background and Description

M365 – Email, Teams, OneDrive, and SharePoint Document Center Migration

This change is to upgrade the current email system to a centralized cloud version, reducing the risk of outages and hardware failure. The quote estimate for this scope is 352 hours total. Client will be billed at \$125/hr. Milestone 1 will be paid up-front to Treasure Valley IT, Inc. (“TVIT”). Milestones 2-5 will be billed when closed, for hours allocated by TVIT towards estimated task completion and cost. A contingency reserve of 75 hours will also be included into this project, this will cover unforeseen circumstances or additional needs that may arise. Authorization from Client, in the form of a change order for each instance that exceeds the agreed amount, will be required before allocating time from the contingency hour pool. Change orders must come in a pre-agreed format and will only be recognized if sent with the direct and express communication from Shawn Adamson, the Project Manager overseeing this engagement for Client. TVIT will not be obligated for any change order unless approved by Rebecca Hoffman. Contingency hours used, will be billed as part of the active Milestone in progress, at the close of the active Milestone. Hours worked will be recorded at the time of entry on tasks within the Milestones through our Ticketing system, and updated on a daily basis through Client’s custom billing portal provided by TVIT.

2. Project Scope and Timeline

This change/setup will take place as remote work at TVIT, also including drive time and on-site training and discovery at the Canyon County Courthouse. All remote access will be shadowed by Client when accessing systems owned by Client. This project will include: Training through demonstration for Internal IT, Configuration of Exchange sync between on-premises and online, Migrating user mailboxes to the new email system, Desync of On-premises and Exchange online, removal of the old Exchange server, and migration/setup of Microsoft suites (Teams, OneDrive, and SharePoint Document Center).



Milestone 1

• Network and server discovery/planning.	70 Hours
• Confirming access to required systems and Shadowing access to systems.	10 Hours
• Scanning Environment	2 Hours
• Compiling data and scans	6 Hours
• Discovery and Reviewing Department Email Workflows and Procedures.	4 Hours
• Training and collaboration with Internal IT	6 Hours
• Creating SharePoint Document Center between CCIT and TVIT	2 Hours
• Discussing SharePoint Document Center, OneDrive and Teams setup for Canyon County.	10 Hours
• Researching Government requirements for M365	4 Hours

Total Hours: 114 | Total Cost \$14,250

Milestone 2

• Gathering data from departments for migration	3 Hours
• Action plan creation with Internal IT	10 Hours
• Ensure Exchange on-premises is up to date with the latest CUs. Check health of Exchange and sync with database.	2 Hours
• Research best practice with Mail Client profile transfer to M365 server	6 Hours
• Technical Documentation for Migration is reviewed by all and training and planning complete.	6 Hours
• Licensing is appropriate and properly assigned to new mailboxes	4 Hours
• Researching Exchange Decommission and Desynchronization	2 Hours
• Setup Teams, SharePoint Document Center, and OneDrive to allow for CCIT Configuration and testing access.	14 Hours

Total Hours: 47 | Total Cost: \$5,875

Milestone 3

• Begin M365 Setup/discovery and checks	10 Hours
• Security Setup - MFA and Policy in M365	5 Hours
• Create Connectors for Exchange online	8 Hours
• Verify sync with Entra-ID and Local environment	9 Hours
• Sync On-premises exchange with M365	5 Hours
• Mail flow rules and policies	2 Hours
• Create and Move test users to new online environment	8 Hours



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• Testing migrated test account sync between Online and local Exchange	4 Hours
• M365 Archiving and retention setup	1 Hours
• Teams, OneDrive and SharePoint Document Center setup and action plan for entire organization.	14 Hours
• Verify Load Balancing DNS functionality is working properly.	2 Hours
Total Hours:68 Total Cost: \$8,500	

Milestone 4

• Assistance with initial migration of Internal IT to M365	25 Hours
• Public Folder Migration to M365	18 Hours
• Creating Batches for entire organization and creating delta mailbox data migrations to M365	4 Hours
• Following outlined action plan to assist migration for departments to M365	5 Hours
• Modifying accounts within M365 to match similar domain logins	2 Hours
• Changing Mail flow to the new Exchange online server	4 Hours
• Complete migration of Outlook profiles to the new mail system.	6 Hours
• Verify all data has been migrated to M365	4 Hours
• Migrating all Departments to Teams, SharePoint Document Center, and OneDrive	8 Hours
Total Hours:76 Total Cost: \$9,500	

Milestone 5

• Decommission Exchange Server from M365	32 Hours
• Removing Connectors and Sync with Exchange	8 Hours
• Archiving Data from Exchange on-premises to drives.	2 Hours
• Troubleshooting problems post migration	
• Removing Load Balancing if necessary or if it is no longer needed with the new mail system.	1 Hours
• Removing Exchange from local domain and removing Autodiscover within the domain.	6 Hours

Total Hours: 49 | Total Cost: \$6,125

Projected Total Hours: 352 Hours | Projected Total Cost: \$44,250

Total Cost with exhausted Contingency Reserve: \$53,625

Labor hours will be billed on total time used when each milestone is completed.



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3. Specific Exclusions from Scope

This scope does not contain the following items:

- Support to end users is not included in the quote and will be billed at the normal hourly rate at \$125/hr.
- Contingency hours will be used if any additional items are needed or scoped items are rescheduled. This will result in additional billed hours towards the current Milestone and will require approval in the form of a signed change order from Client before work is done.
- 3rd Party Vendor costs (cable replacement and hardware used) are not associated with this scope of work and will be billed separately.

4. Licensing/Hardware/Quote

- There is potential for additional licensing costs and 3rd party migration tools for this project. These will be sourced, priced, and approved by client before purchasing.

TERMS AND CONDITIONS

- 1. Client Responsibilities.** It is the responsibility of Client to promptly notify TVIT of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for TVIT to respond in a timely manner via phone, email, shadowed remote access, and/or on-site services as defined in this Agreement. If services are requested by Client outside of Business Hours, TVIT shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement. Emergency support service and after-hours support is available for an additional fee outside of normal business hours. However, specific response times outside of normal business hours cannot be guaranteed.
- 2. Service Limitations & Emergency Services.** In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed: Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. TVIT will provide consultative specification, sourcing guidance, time, and material and/or project offerings. This agreement and support services herein are contingent on Client providing TVIT secure remote access into Client's network. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis. If an emergency arises, you must contact the Emergency Support team to report the issue. An Emergency as defined when one or more of the following conditions exists on Client's network: a) A critical server on the network is not responding A critical network application is not responding b) Complete loss of Internet connectivity c) A minimum of 50% of all computer workstations cannot connect to the network or a critical application d) System-wide failure of inbound or outbound email services



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3. Service Charges. Client agrees to pay TVIT fees in accordance with the schedule and pricing set forth in this agreement, or as modified from time to time by the parties in writing. Support services that fall outside the Client's coverage level will be billed in accordance with the terms of the Service Agreement. A Treasure Valley IT, Inc. credit hour is equal to the Standard Engineer rate, less any discounts specified in this agreement. After hours (5:00PM-8:00AM Mon-Fri)/Sunday/Holiday remote support is subject to a 15minute (0.25 hours) minimum. After hours/Sunday/Holiday onsite support is subject to a one (1) hour minimum and will include reasonable travel time. Changes to this agreement may only be requested by the Client contacts named in this agreement. It is the responsibility of Client to notify TVIT of changes to the contact person.

4. Warranties and Disclaimers.

4.1. TVIT Warranties. Subject to the limitations set forth in Section 4.3, TVIT warrants that: (a) it will perform the Services in a professional and workmanlike manner and in accordance with the specifications outlined in the Statement of Work; (b) its personnel assigned to perform the Services will have the necessary skills, qualifications, and experience to perform the Services as described; (c) the Services will not infringe upon the United States intellectual property rights of any third party; (d) for data migration services, it will use commercially reasonable efforts to ensure data integrity during the migration process; and (e) it will use commercially reasonable measures to maintain the security and privacy of the data in TVIT's care, custody, and control during the migration process.

4.2. Client Warranties. Client warrants that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) all information, data, and materials provided by Client to TVIT ("**Client Data**") are accurate, complete, and do not infringe upon the rights of any third party; (c) it will provide reasonable cooperation and access to necessary resources, personnel, and information to enable TVIT to perform the Services; and (d) it acknowledges and agrees that it is fully responsible for maintaining and updating the servers, equipment, and general operating environment so that its network can operate and be serviced properly.

4.3. Disclaimers and Limitations.

a. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1, THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE. TVIT MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1, TVIT HAS NOT MADE AND IS NOT MAKING ANY WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SERVICES OR ANY DELIVERABLES AND TVIT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS,



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WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND.

b. To the extent the Services involve or rely upon third-party services, products, or software, TVIT makes no warranties or representations with respect to such third-party services, products, or software, and disclaims all liability for any issues arising from or related to them. The Client acknowledges that its use of such third-party services, products, or software may be subject to the terms and conditions of the respective third-party providers.

c. **TVIT is not responsible for any loss of Client Data unless such loss is directly caused by the gross negligence or willful misconduct of TVIT. Client is solely responsible for maintaining adequate backup and disaster recovery procedures.**

5. Indemnification.

5.1. Indemnification by TVIT. TVIT shall indemnify, defend, and hold harmless Client, its affiliates, officers, directors, employees, agents, and representatives (collectively, "**Client Indemnified Parties**") from and against any claims, demands, actions, causes of action, suits, proceedings, losses, damages, liabilities, obligations, costs, and expenses of any kind or nature, including reasonable attorneys' fees and expenses (collectively, "**Losses**"), arising out of or relating to: (a) any breach of this Agreement by TVIT or its affiliates, officers, directors, employees, agents, or representatives (collectively, for purposes of this Section 5.1, "**TVIT**"); (b) to the extent of its negligence or willful misconduct, any negligent act or omission or willful misconduct of TVIT in connection with the performance of its obligations or exercise of its rights under this Agreement; and (c) any violation of any applicable law, rule, regulation, or order by TVIT in connection with the performance of its obligations or exercise of its rights under this Agreement.

5.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless TVIT, its affiliates, officers, directors, employees, agents, and representatives (collectively, "**TVIT Indemnified Parties**") from and against any Losses arising out of or relating to: (a) any breach of this Agreement by Client or its affiliates, officers, directors, employees, agents, or representatives (collectively, for purposes of this Section 5.2, "**Client**"); (b) to the extent of its negligence or willful misconduct, any negligent act or omission or willful misconduct of Client in connection with the performance of its obligations or exercise of its rights under this Agreement; (c) any violation of any applicable law, rule, regulation, or order by Client in connection with the performance of its obligations or exercise of its rights under this Agreement; (d) claims that Client Data, or any use of Client Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; (e) based on Client's (i) use of the Services in a manner not authorized by this Agreement; (ii) use of the Services in combination with data, software, hardware, equipment or technology not provided by TVIT or authorized by TVIT in writing; or (iii) modifications to the Services not made by TVIT.

5.3. Indemnification Procedures. Upon becoming aware of a Loss that may give rise to a claim for indemnification, the party claiming rights to indemnification under, as applicable, Section 5.1 or 5.2 ("**Indemnified Party**") must promptly notify the party obligated to provide such



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indemnification (“**Indemnifying Party**”) in writing of any such Loss for which indemnification is sought. However, failure to promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent such failure materially prejudices the Indemnifying Party's ability to defend the Loss. The Indemnifying Party shall have the right to assume and control the defense of any such Loss, including the right to select counsel, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in such defense, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the defense of any such Loss at its own expense with counsel of its own choosing. The Indemnifying Party shall not settle any Loss without the Indemnified Party's prior written consent if such settlement (i) requires the Indemnified Party to admit fault, (ii) imposes any monetary obligation on the Indemnified Party that the Indemnifying Party is not obligated to pay under this Agreement, or (iii) would reasonably be expected to have a material adverse effect on the Indemnified Party's business or reputation.

The parties are signing this Agreement effective as of the latest date set forth below.

Canyon County, Idaho
a political subdivision of the State of Idaho

Treasure Valley IT, Inc.
an Idaho corporation

By: See attached signature page

By: *Rebecca Hoffman*

Name: _____

Name: Rebecca Hoffman

Title: _____

Title: Vice President



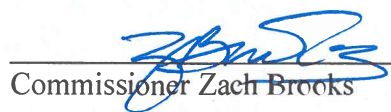
Date: _____

Date: 04/30/2025

DATED this 6th day of May, 2025.

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk