



July 23, 2021

DeKalb County, GA
1300 Commerce Drive
Decatur, GA 30030-3222
ATTN: Ms. Michelle Vernon

Re: Agreement for Consulting Services

Dear Ms. Vernon:

The purpose of this Letter Agreement (“Agreement”) is to describe the scope of the services Microsoft Corporation (“we,” “us,” or “our”) will provide to the **DeKalb County, GA** (“you”) in connection with your **Active Directory Migration Service (“ADMS”) and Source of Authority (“SOA”) Transfer Projects**. It is our intent that this agreement, including Attachments, be in compliance with applicable laws and regulations with respect to the laws of the State of Georgia. It is specifically understood that all services and service deliverables provided under this agreement are for the sole benefit and use of **DeKalb County, GA** and are not provided to or for the benefit of any individual government employee.

We will provide the services described in the Statement of Work found at Attachment A (“SOW.”) We may, in our sole discretion, reduce the scope of work and alter the period of performance provided under this agreement. The Terms and Conditions in Attachment C are part of this agreement and apply to the services and service deliverables provided under this Agreement.

If the terms of this Agreement are acceptable to you, please sign in the space provided below and return to me.

Sincerely,

Kevin P. O’Brien
Principal Account Delivery Executive

ACCEPTED AND AGREED:

DeKalb County, GA

By: _____

Title: _____

Date: _____

1. Services

We will assist you in the performance of the services outlined in the attached Statement of Work entitled, “**Source of Authority (“SOA”) Transfer** and the ADMS description outlined in Attachment B. Any dates provided are estimates only. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Because we are performing the services under your direction, based on an estimated period of performance and fees, we do not warrant that any services deliverables will be completed or be satisfactory to you within the estimated period or fees.

2. Fees.

You will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individuals assigned on a Time and Material basis. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. As such, you will only pay for those hours consumed and fees presented. The fees do not include fees for products. Unless otherwise specified in the invoice, you will pay us within thirty (30) calendar days of the date of our invoice.

SOA Transfer

Fees Table				
MCS Labor Category	Units	Description	Hourly Rates	Proposed Price
Delivery Data Scientist	0	Hours	\$335	\$0.00
Digital Architect	0	Hours	\$335	\$0.00
Solution Architect	0	Hours	\$335	\$0.00
Software Engineer	0	Hours	\$335	\$0.00
Principal Consultant	0	Hours	\$321	\$0.00
Senior Consultant	200	Hours	\$310	\$62,000.00
Consultant	0	Hours	\$276	\$0.00
Associate Consultant	0	Hours	\$241	\$0.00
Account Delivery Executive	28	Hours	\$295	\$8,260.00
Senior Project Manager	0	Hours	\$307	\$0.00
Project Manager	0	Hours	\$295	\$0.00
US Delivery Center, “USDC” (Remote Services - Las Colinas, TX)				

USDC Consultant	0	Hours	\$194	\$0.00
USDC Project Manager	0	Hours	\$194	\$0.00
MCS Partner-Subcon Rates:	-	-	-	
Technician V	0	Hours	\$273	\$0.00
Technician IV	0	Hours	\$258	\$0.00
Technician III	0	Hours	\$227	\$0.00
Technician II	0	Hours	\$201	\$0.00
Technician I	0	Hours	\$170	\$0.00
Technician	0	Hours	\$144	\$0.00
Associate Technician	0	Hours	\$113	\$0.00
Global Delivery Off-Shore Consultant	0	Hours	\$ 85	\$0.00
	228	Hours		\$70,260.00
Estimated Expenses				\$0.00
Estimated Total				\$70,260.00

ADMS

The following represents the fee schedule for the Active Directory Migration Service. All fees are fixed and listed in US dollars.

Unit	Fee (Per Unit)	Estimated Units	Totals
Users to be Migrated Between Active Directories	\$10.00	6,200	\$62,000.00
Application Databases to Remediate	\$10,000.00	7	\$70,000.00
Expected Months of Consumption	\$30,000.00	7	\$210,000.00
-	-	-	\$342,000.00

Consumption fees are payable, according to the following consumption schedule, upon acceptance of this Work Order.

You will be invoiced based upon the following schedule.

Timing	Invoice Amount
Monthly	\$30,000 ⁽¹⁾ (monthly service and support) plus actual migration units in a monthly period

- A monthly service and support fee is charged on a monthly basis and is not prorated for partial months.
- A monthly invoice will be sent and will include monthly service and support fee plus all fee eligible charges per the acceptance criteria above from the previous monthly period.
- The total invoice amount, for a given month, can be computed from the following formula:
The invoice amount equals \$30,000⁽¹⁾ plus the number of migrated users times \$10 plus the number of migrated directories times \$10,000 plus the number of remediated application databases times \$10,000.

- (1) To temporarily suspend migration services, you must notify us through email. Upon receipt of your written notice, we will acknowledge the request in writing and will adjust the monthly service and support fee to \$15,000 for the next full month. For avoidance of doubt, there will be no fractional or partial months billed during this suspended state. Any time spent performing active migrations in a monthly period will result in the full \$30,000 monthly service and support fee. During the suspension of the service, all migration services will be deactivated. You will notify us by email when you want to reactivate the service, and we will respond through an email acknowledging the reactivation request.

Should you wish to terminate this Work Order with a minimum 30 days written notice according to the agreement, you will be obligated to pay any and all outstanding migration fees (monthly service and support plus actual migration units) accrued up to the end of the calendar month of cancellation.

Cumulative Table

Work Stream	Total Amount
SOA Transfer	\$70,260.00
ADMS	\$342,000.00
Total	\$412,260.00

3. Period of Performance.

Services under this Agreement will begin on or about **August 1, 2021**. The Expiration Date of this Agreement is **July 7, 2022**, or such later date as mutually agreed to in writing by the parties.

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