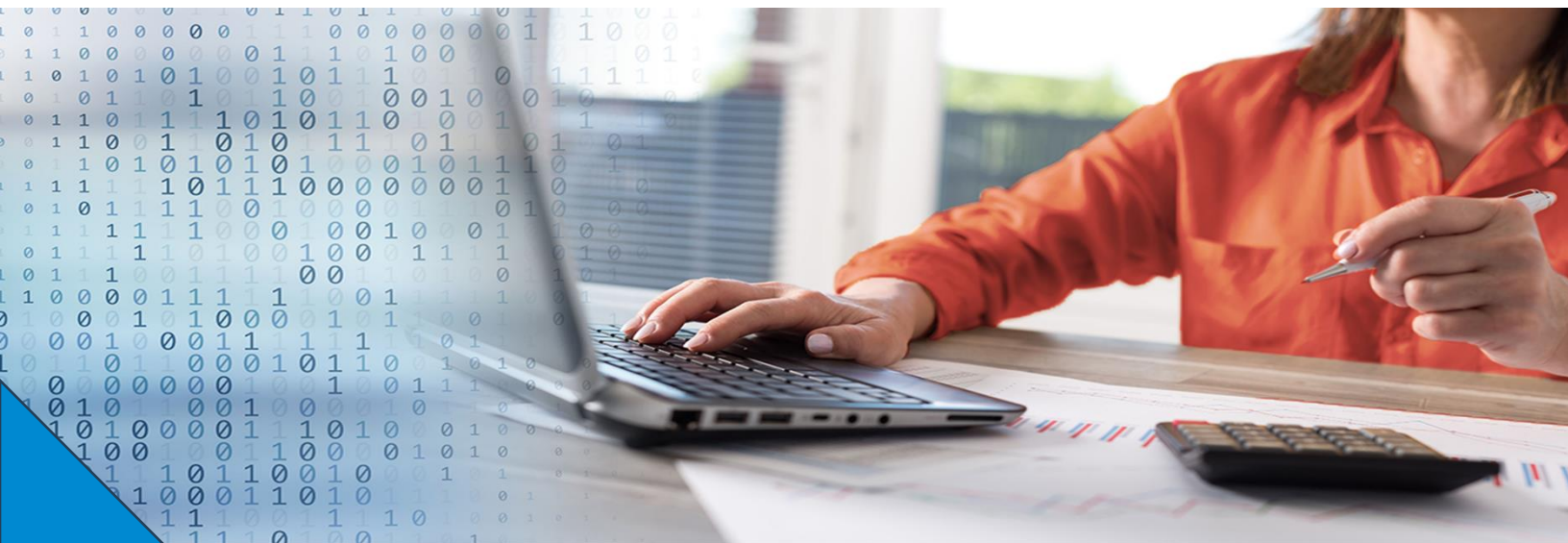




# LEXINGTON

## Professional Services Statement of Work 0916-25 - Encore SOW LFUCG Hybrid Cloud Assessment

July 15, 2025 • SOW ID# OPP0009331



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TECHNOLOGIES

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## Entire Agreement

This Statement of Work ("SOW"), when signed, serves as the agreement between Lexington-Fayette Urban County Government ("Customer") and Encore Technologies for Professional Consulting services.

This statement of work shall adhere to the conditions set forth in the Commonwealth of Kentucky Master Agreement, MA-758-1600000490.

The project estimates and schedules outlined in this SOW are valid for ninety (90) days from the publication date of the SOW. Encore reserves the right to review and adjust these estimates and schedules if Customer does not approve the SOW within ninety (90) days.

## Executive Summary

Lexington-Fayette Urban County Government (LFUCG) must migrate off aging VxRail infrastructure within 12 months while navigating a complex web of 86+ applications and 70+ databases. Rather than creating another unexecuted plan, this program delivers immediate migration wins through a systematic "easy-first" approach that builds momentum for increasingly complex migrations.

### Our Strategy

Begin with comprehensive application assessment and dependency mapping (starting from databases to understand the full application ecosystem), then immediately execute migrations of the simplest applications to demonstrate value and establish processes. Each phase tackles the next level of complexity based on proven success from previous phases.

### Phase 1 Outcome

Complete application portfolio rationalization with complexity scoring (1-5), plus successful migration of all "Level 1" applications off VxRail to establish patterns, processes, and quick wins.

### Total Program Timeline

All phases to complete VxRail migration within 12 months.

## Phase 1: Application Rationalization & Quick Win Migrations

### Primary Objectives

- Map complete application ecosystem starting from database dependencies
- Score all 86+ applications on migration complexity (1-5 scale)
- Establish target hybrid cloud infrastructure
- Successfully migrate all "Level 1" (easiest) applications off VxRail
- Create detailed roadmap for Phases 2-4 based on complexity scoring

**Success Criteria:**

- Complete application portfolio with dependency mapping and complexity scores
- Successfully migrate ~10 Level 1 applications to target hybrid cloud environment
- Establish repeatable migration processes and runbooks
- Achieve 15-20% reduction in VxRail workload from Phase 1 migrations
- Deliver prioritized roadmap for remaining applications

## Scope of Work

### 1.1 Application Discovery & Dependency Mapping (Weeks 1-3)

**Starting Point – Database Analysis for Application Discovery**

- Inventory all 70+ databases and identify connecting applications
- Map application-to-database dependencies and data flows
- Identify shared databases and applications with multiple database connections
- Document application access patterns (internal users, external users, API connections)
- Network flow analysis to understand application communication patterns

**Application Portfolio Development**

- Validate and complete inventory of all 86+ applications
- Document current hosting (which VxRail cluster, resource utilization)
- Identify application owners and business criticality
- Map user access

### 1.2 Application Complexity Assessment (Weeks 4-5)

**Complexity Scoring Criteria (1-5 Scale)**

- Level 1 (Easiest) – Standalone applications, minimal dependencies, standard database connections, internal access only, no customizations
- Level 2 – Minor external dependencies, standard web applications, well-documented, minimal integrations
- Level 3 – Moderate complexity, some custom integrations, external user access, moderate dependencies
- Level 4 – High complexity, significant custom code, multiple integrations, compliance requirements
- Level 5 (Hardest) – Legacy applications, extensive customizations, critical dependencies, specialized hardware/software requirements

**Assessment Areas**

- Technical architecture complexity

- Database dependencies and data gravity
- Integration points and API dependencies
- User access patterns and authentication requirements
- Compliance and security requirements
- Customization level and documentation quality
- Vendor support and modernization options

### 1.3 Target Environment Design & Setup (Weeks 6-7)

- Design hybrid cloud architecture for application hosting
- Implement core cloud infrastructure (compute, storage, networking)
- Establish hybrid connectivity and security controls
- Deploy migration tooling and automation
- Create standardized VM templates and deployment patterns
- Implement monitoring and backup solutions

### 1.4 Level 1 Application Migrations (Weeks 8-10)

- Develop migration runbooks and processes
- Execute migrations of all Level 1 applications (~10 applications)
- Perform testing and user acceptance validation
- Optimize performance and resolve any issues
- Document lessons learned and process improvements
- Knowledge transfer to LFUCG team

## Deliverables

### 1.5 Discovery Phase

- Complete Application Portfolio Inventory
- Database-to-Application Dependency Maps
- Network Flow and Communication Analysis
- Current State Infrastructure Documentation

### 1.6 Assessment Phase

- Application Complexity Matrix (1-5 scoring for all applications)
- Migration Difficulty Assessment Report
- Quick Win Identification and Prioritization
- Risk Analysis for Each Application Category

## 1.7 Design Phase

- Target Hybrid Cloud Architecture
- Migration Strategy and Methodology
- Security and Compliance Framework
- Cost Analysis and Resource Planning

## 1.8 Migration Phase

- Migrated Level 1 Applications (~10 applications)
- Migration Runbooks and Process Documentation
- Testing and Validation Results
- Performance Optimization Reports

## 1.9 Planning Phase

- Phases 2-4 – Detailed Roadmap with scope and timeline for each phase
- Lessons Learned and Process Improvements
- Executive Summary with Phase 1 Results

## Investment Structure

### 1.10 Phase 1 Investment

Time & Materials basis with estimated hours below

Estimate Resource Requirements:

Phase	Duration	Cloud Architect Hours (@\$225/hr)	Project Manager Hours (\$150/hr.)	Estimated Cost
Discovery & Mapping	3 weeks	120 hours	30 hours	\$31,500
Complexity Assessment	2 weeks	85 hours	20 hours	\$22,125
Infrastructure Setup	2 weeks	100 hours	20 hours	\$25,500
Level 1 Migrations	3 weeks	145 hours	30 hours	\$37,125
Total Professional Services	10 weeks	450 hours	100 hours	\$116,250

### 1.11 Additional Costs

- Travel & Expenses – 4 on-site visits (estimated 2 people per visit, 2 days each) - \$16,000
- Migration Tools & Utilities – Included in professional services
- Documentation & Knowledge Transfer – Included in professional services

## 1.12 Total Phase 1 Estimated Investment

**Note:** The following represents our best estimate based on the anticipated scope and complexity. Final billing will be based on actual hours worked and expenses incurred to complete the deliverables outlined in this SOW. We will provide weekly time tracking reports and will communicate immediately if we anticipate exceeding the estimated hours by more than 10%.

- Professional Services – \$116,250
- Travel & Expenses – \$16,000
- Phase 1 Total Estimate – \$132,250

## 1.13 Payment Terms

- Monthly invoicing based on actual hours worked and expenses incurred
- Net 30 payment terms
- Weekly time reporting provided for transparency
- Immediate notification if scope changes or additional work is identified

## 1.14 Remaining Budget Allocation for Future Phases

- Phase 1 Actual – \$132,250 (estimated)
- Each subsequent phase will be separately scoped and estimated based on Phase 1 findings

## 1.15 Cost Management

- Weekly status calls will include budget burn-rate discussions
- Any scope changes or additional work will require written approval before proceeding
- We will provide early warning if estimated hours appear insufficient for deliverable completion
- LFUCG retains right to pause or modify scope at any phase boundary based on budget considerations

### Phase 1 Exclusions

- Cloud infrastructure costs (Azure/AWS resources, data egress, etc.)
- Software licensing for target environment
- Hardware procurement
- LFUCG internal resource time

## Phase 2+ Roadmap Framework

### Phase 2: Level 2 Applications (6-8 weeks)

- Applications requiring minor modifications or updates
- Standard web applications with moderate dependencies
- Estimated 15-20 applications

### Phase 3: Level 3 Applications (6-8 weeks)

- Applications requiring significant planning and testing
- Custom integrations and external access requirements
- Estimated 10-15 applications

### Phase 4: Level 4-5 Applications (8-10 weeks)

- Most complex applications requiring specialized approach
- Legacy applications potentially requiring modernization
- Estimated 5-10 applications

### Target Completion

10-12 months from Phase 1 start, achieving complete VxRail decommissioning within your required timeline.

## Success Metrics

- VxRail Reduction – 15-20% workload reduction after Phase 1
- Migration Success Rate – 100% successful Level 1 migrations with minimal downtime
- Process Efficiency – Established repeatable processes reducing future migration time
- Cost Optimization – Target 20% reduction in infrastructure operational costs
- Timeline Adherence – On-track for 12-month VxRail decommissioning

## Responsibilities

Responsibilities are requirements that shall be fulfilled for work tasks to be performed.

### 1.16 Customer Responsibilities

The Customer shall fulfill the following responsibilities for Encore work tasks to be performed:

1. Customer shall identify a single point of contact with decision-making authority regarding this SOW for communication with Encore personnel.
2. Customer shall provide remote access capability via VPN or other equivalent means for Encore personnel to perform the Services.
3. Customer shall provide adequate facilities, access to basic office equipment as required, and a safe work environment for Encore personnel in order to perform the Services.
4. Customer shall communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., to Encore in advance of the commencement of Services by Encore.
5. Customer shall coordinate the activities of any third party (i.e., not engaged by Encore) subcontractor(s) to prevent delays or hindrances to Encore personnel due to such third-party subcontractor(s).
6. Customer shall provide necessary configurations and other relevant documentation to Encore.



7. Customer shall provide or procure all appropriate hardware, software, and licensing required for any project implementations.
8. Customer shall be responsible for final acceptance of the appropriate solutions presented by Encore.

## 1.17 Encore Responsibilities

Encore shall fulfill the following requirements:

1. Encore shall identify a single point of contact with decision-making authority regarding this SOW for communication with Customer personnel.
2. Encore shall present qualified resource(s) to Customer on a non-exclusive basis. Resource(s) shall have the necessary skill sets, certifications (as required) and experience to perform the Services in a professional and diligent manner and create quality deliverables that meet or exceed industry standards.
3. All Encore personnel and subcontractors, if any, who perform Services at the Customer facility shall comply with Customer's background check, drug and alcohol screening, facilities orientation, security, environmental protection, employee health and safety, supplier code of conduct, and other applicable policies and procedures.
4. Encore shall ensure resource(s) wear proper identification as agreed upon with Customer.
5. Encore shall manage resources assigned to perform the Services and meet with the Customer to discuss performance concerns.
6. Encore shall attend project meetings as requested by Customer and provide status updates on the progress of the Services and anticipated completion dates.
7. Encore shall ensure resource signs a confidentiality or non-disclosure agreement, non-compete agreement, and/or assignment of rights in created deliverables as required by Customer.
8. Encore shall pay wages to resource working for Customer in compliance with applicable law. Encore shall withhold and pay payroll taxes to the appropriate taxing agency(s) on behalf of resource.
9. Encore shall provide workers' compensation insurance and process workers' compensation claims involving resource.

## SOW Change Order

Both parties recognize that the Customer may want to implement changes to the Services during the SOW Term. In the event of a change request from the Customer, Consultant shall prepare a written request specifying the change(s) to the Services ("Change Order"), including the impact that the change(s) shall have on the provision of the Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Services, the new rate shall become effective once the change has been made to the Services. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this SOW.

No change to the Services shall be implemented until both parties have fully executed the Change Order.

## Termination

Customer may terminate this SOW without cause, i.e., for its convenience, by providing at least thirty (30) business days prior written notice to Encore. Customer is responsible for the undisputed, unpaid amounts in all invoices for Services performed by Encore resources up to and including the date that services are discontinued.

All other termination should be in accordance with the MSA executed between Encore and Lexington-Fayette Urban County Government dated the Effective Date, reference Section 19 Termination – Rights of Termination.

## Professional Services Statement of Work

# Lexington-Fayette Urban County Government

This Professional Statement of Work ("SOW") is effective as of the last date entered below ("Effective Date") and entered into by SJN Data Center LLC, dba Encore Technologies, of address 4620 Wesley Avenue, Cincinnati, OH 45212 ("Encore"), and Lexington-Fayette Urban County Government ("Customer"), of 101 East 4<sup>th</sup> St, Owensboro KY 42303.

This SOW defines the performance by Encore for IT Professional Services ("Services") and the receipt or use of the same by Lexington-Fayette Urban County Government. The Services are subject to the terms and conditions in the Master Services Agreement ("Agreement") and the Professional Services Addendum ("Addendum") as executed by said parties. Duly authorized representatives of said parties executed this SOW as of the Effective Date.

### Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

### SJN Data Center LLC, dba Encore Technologies

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_