

Exhibit 16.1 – Fees

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1. OVERVIEW

Exhibit 16.1 – Fees, including the Exhibits and Appendices attached hereto, describes the methodology for billing with respect to the Services provided under the Agreement. The Fees set forth herein represent the total amounts payable by the County with respect to all Services to be performed under the Agreement, whether or not a particular Service is associated with a particular Resource Unit Fee. All capitalized terms used and not defined in this Schedule shall have the meanings given to them in Schedule A – Definitions. All references to Exhibit 16.1-1 below shall be deemed to be references to Exhibit 16.1-6 for purposes of calculating applicable fees and credits during the Option Term.

2. EXHIBITS AND APPENDICES

The Exhibits and Appendices set forth in the table of contents above are attached to this Schedule 16.1 and incorporated hereto.

Reference Number	Title
Exhibit 16.1-1	Resource Unit Summary
Exhibit 16.1-1a	Fees Sample Calculations
Exhibit 16.1-1 Appendix 1	New Site Install Variable Components
Exhibit 16.1-2	Resource Unit Price Decomposition
Exhibit 16.1-3	Maximum Annual Fee
Exhibit 16.1-4	Labor Categories
Exhibit 16.1-5	Firm Fixed Price for Applications Maintenance and Operations
Exhibit 16.1-5b	Firm Fixed Price for Applications Maintenance and Operations
Exhibit 16.1-6	Resource Unit Summary Option Term
Exhibit 16.1-7	ELA Pricing Adjustments

3. TRANSITION SERVICES

Contractor shall perform all Services with respect to Transition on a milestone payment basis as further set forth below.

Transition Milestone	Milestone Date	Transition Fees
Cutover of the Service Desk Services Framework	4/30/2018	\$0.00
Cutover of the Application Services Framework	6/30/2017	\$0.00

Transition Milestone	Milestone Date	Transition Fees
Cutover of the End-User Services Framework	7/31/2017	\$0.00
Cutover of the Network Services Framework	8/31/2017	\$0.00
Cutover of the Data Center Services Framework	4/30/2018	\$0.00
Cutover of the Cross Functional Services	4/30/2018	\$0.00
Full and complete transition of all Service Frameworks	4/30/2018	\$ 7,212,700.17

The Milestone Date refers to the date by which the applicable Transition Milestone must be achieved. The Transition Fees refers to the Fee associated with completion and acceptance by the County of Transition Milestone. In the event that Contractor fails to meet a Transition Milestone by the Milestone Date set forth above, the County may decrement any amount of Transition Fees applicable to such Critical Milestone reasonably determined by the County to represent the diminishment in value of the Services to the County and not as a penalty.

4. DEFINED TERMS

4.1. Banding

“Banding” shall mean incremental decrease or increase in Resource Unit Fees due to the volume of Resource Units consumed above or below the defined Baseline Volume.

4.2. Baseline Volume

“Baseline Volume” shall mean, for any Resource Unit, the specified quantities of such Resource Units as set forth in Exhibit 16.1-1.

4.3. Bundled Resource Unit

“Bundled Resource Units” shall mean Resource Units indicated on Exhibit 16.1-1 for which the Baseline Volumes and the County’s actual volumes of consumption are each aggregated for the purposes of determining in which Resource Unit Fee band the individual Resource Units in such bundle are to be charged.

4.4. Resource Unit Fee

“Resource Unit Fee” shall mean, for any Resource Unit, the specified charge for such Resource Unit as set forth in Exhibit 16.1-1.

5. DISENTANGLEMENT FEES

For any termination as set forth in Section 17 of the Agreement and during the period of any Disentanglement of any Terminated Services, the County shall only pay the Resource Unit Fee for the 90% to 110% range for such Resource Unit.

6. CAPITALIZATION AND DEPRECIATION

Except for Shared Resources, all such acquisitions shall, for purposes of the County’s rights upon Disentanglement pursuant to Section 6.3.6 of the Agreement be capitalized, accounted for, and depreciated by Contractor in accordance with the guidelines set forth in herein, without regard to the actual method of acquisition (i.e., whether by purchase, lease, or other method of financing).

6.1. Capitalization

Assets used to provide the Services shall be capitalized as follows:

6.1.1. Computing Hardware

Computing hardware shall be capitalized and depreciated if the cost is \$5,000 or greater and the useful life is greater than one (1) year. Computer workstation components required to make the workstation functional, are typically grouped as a system to determine the capitalization threshold. Capitalized amounts include equipment cost, sales tax, shipping, and installation.

6.1.2. Computing Software

Computer software shall be capitalized and depreciated per the following:

6.1.2.1 COTS – if the cost is \$50,000 or greater and the useful life is greater than one (1) year.

6.1.2.2 Internally Developed – if the cost is \$100,000 or greater and the useful life is greater than one (1) year.

6.1.2.3 Operating system Software that is required to make a system functional is capitalized as part of the system.

6.1.2.4 Capitalized PC and server Software is depreciated over the life of the hardware asset.

Capitalized amounts include Software cost, sales tax, shipping, and installation.

6.1.3. Software Agreements

Software agreements shall be capitalized and depreciated if the cost is \$50,000 or greater and the useful life is greater than one (1) year. Multiyear license agreements must be at least \$50,000 for each year of the agreement.

6.1.4. Voicemail and Network Infrastructure

Hardware and software for voice and network are capitalized and depreciated if the cost is \$5,000 or greater and the useful life is greater than one (1) year. Capitalized amounts include equipment cost, sales tax, shipping and installation.

6.1.5. Leasehold Improvements

Leasehold Improvements are capitalized if the project is \$25,000 or more and depreciated over the shorter of the estimated useful life of the improvement or the life of the lease.

6.1.6. Furniture

Free standing furniture and fixtures are capitalized if the cost is \$5,000 or greater and the useful life is a minimum of two (2) years. The assets must also be identifiable and controllable.

6.2. Depreciation

Assets used to provide the Services applicable to a Resource Unit shall be depreciated using the straight line method over the number of years indicated in Exhibit 16.1-1 for such Resource Unit.

7. RESOURCE UNIT FEES

This section pertains to the methodology of Resource Unit Fee calculations and changes related to Resource Unit Fee and/or its volumes.

7.1. Monthly Service Charge

Following Cutover for each Service Framework during the Term, Contractor shall calculate, on the last day of each calendar month on either a snapshot or cumulative basis as indicated in Exhibit 16.1-1, the quantity of Resource Units applicable to such Service Framework utilized by the County during that month. Contractor shall report such quantities to the County in accordance with the format described in Section 16.2 and Schedule 5 of the Agreement, together with the supporting

information and documentation required under such Section and Schedule. Such quantities shall be used to calculate the Monthly Services Charge as follows:

7.1.1. Non-Bundled Resource Units

The County's actual monthly volume for Non-Bundled Resource Units shall be multiplied by the applicable Resource Unit Fees as set forth in Exhibit 16.1-1 and, if applicable, corresponding to the volume band in which the County's actual volume of consumption falls during such month. An example of this calculation is set forth in Appendix 16.1-1a.

7.1.2. Bundled Resource Units

If the County's actual monthly volume for Bundled Resource Units falls between 90% and 110%, inclusive, of the sum of the Baseline Volumes for such Bundled Resource Units, then the actual monthly volume of each Resource Units in such bundle shall be multiplied by the applicable Resource Units Fee for the 90% to 110% range as set forth in Exhibit 16.1-1, even if the actual monthly volume for a particular Resource Unit falls outside of such range.

If the County's actual monthly volume for Bundled Resource Units outside the 90% to 110% range described above, then the actual monthly volume of each Resource Unit in such bundle shall be multiplied by the applicable Resource Unit Fee as set forth in Exhibit 16.1-1 corresponding to the volume band in which the County's actual volume of consumption of such individual Resource Unit falls during such month. An example of this calculation is set forth in Appendix 16.1-1a.

7.2. Volumes Outside of Existing Bands

7.2.1. Non-Bundled Resource Units

If, in any Contract Year, the County's actual consumption is (i) greater than one hundred thirty percent (130%) of the Baseline Volume for such Resource Unit or (ii) is less than seventy percent (70%) of the Baseline Volume for such Resource Unit, then the Parties shall negotiate in good faith new pricing bands, as applicable, for such Resource Units. While such negotiations are pending, the County's consumption of such Resource Units shall continue to be invoiced at the then current Resource Unit Fees for such Resource Units until the Parties establish new pricing bands for such Resource Units.

7.2.2. Bundled Resource Units

If, in any Contract Year, the County's actual consumption is (i) greater than one hundred thirty percent (130%) of the sum of the Baseline Volumes for the Resource Units in the same group of Bundled Resource Units as indicated in Exhibit 16.1-1 or (ii) is less than seventy percent (70%) of the sum of the Baseline Volumes for the Resource Units in the same group of Bundled Resource Units as indicated in Exhibit 16.1-1, then the Parties shall negotiate in good faith new pricing bands, as applicable, for such Resource Units. While such negotiations are pending, the County's consumption of such Resource Units shall continue to be invoiced at the then current Resource Unit Fees for such Resource Units until the Parties establish new pricing bands for such Resource Units.

7.3. Addition and Removal of Resource Units

The Parties may add or remove Resource Units upon mutual written agreement. For the purposes of added Resource Units, Contractor may charge the County for such Resource Unit commencing on the date the Contractor obtains a signature from an authorized representative of the County confirming the County's acceptance of the delivery and/or installation of such Resource Unit. For the purposes of removed Resource Units, Contractor shall no longer charge the County for and the County shall have no obligation to pay for such Resource Units as of, and after the date that the County submits a request for the removal of such Resource Units that is executed by an authorized representative of the County.

7.4. Addition and Removal of Resource Unit Volumes

Resource Units may only be added to or removed from the County's volumes pursuant to a written acceptance of the addition or removal of a Resource Unit executed by an authorized representative of the County.

8. CROSS FUNCTIONAL SERVICES

This section pertains to the Fees associated with Section 2 – Cross Functional Services in Schedule 4.3 and listed in Exhibit 16.1-1.

8.1. Contract and Acquisition Management Services

8.1.1. Third Party Agreements

As part of the Services, Contractor will administer for the County certain Hardware and Software that is in addition to the Hardware and Software that Contractor uses to provide the Services described in the Schedules and for which Contractor is paid a Resource Unit Fee or other Fee. Contractor's administration responsibilities for this Hardware and Software

include, as set forth below, procurement (market analysis, competitive or sole source procurement, negotiation of agreements, licenses, amendments, and the like), administration of license, maintenance and service agreements, Service Desk support, payment, tracking of the Hardware and Software (including the license and service provisions, limitations, expiration and renewal periods), maintenance agreements (including agreement provisions, limitations, expiration and renewal periods), and tracking and reporting on the status of the administration of the Hardware and Software on the Service Portal described in Schedule 4.3, Cross Functional Section 2.3, and any other administrative or management related activities.

The Resource Unit approach to Third-Party Agreements is set forth in the table below and examples of calculation are set forth in Appendix 16.1-1a.

Resource	Description	Fee
Third Party Negotiation – Large	Negotiation of an agreement with a new Third-Party vendor in excess of \$500,000.	\$10,000
Third Party Negotiation – Small	Negotiation of an agreement with a new Third-Party vendor up to \$500,000.	\$5,000

Resource	Description	Fee								
Third Party Transaction	Fees applied to a Transaction for products and/or services which are not provided by services for which Contractor is paid a Resource Unit. Transaction is defined as a master contract with a Third-Party in which multiple Purchase Orders (POs) and PO Change Requests may be submitted to Third-Party. If there is no master contract with a Third-Party, Transaction is defined as a PO and PO Change Request(s) submitted to Third-Party. Fee percentages are calculated based on the Transaction amount and applied to the invoice amount. In the event of a multi-year license agreement, Fees are calculated on the aggregate charges. In addition, if a true up is required, the applicable fee shall be calculated on the true up amount.	1. For the following products and services, the Fee is 5% of the Transaction amount with a minimum fee of \$100 and maximum fee of \$50,000: - Portfolio Software - Perpetual License Purchase - Portfolio Software - Perpetual License Maintenance Renewal - Hardware - Hardware Maintenance - Universal Power Supply (UPS) 2. For the following products and services, there is a tiered Fee structure per table below based on the Transaction amount: - Labor Statement of Work - Labor Agency Contractor - Portfolio Software - SaaS - Portfolio Software - Subscription <table><tr><th>Percentage Tier</th><th>Transaction Amount</th></tr><tr><td>5%</td><td>Up to \$1M</td></tr><tr><td>4%</td><td>Greater than \$1M – up to \$10M</td></tr><tr><td>3%</td><td>Greater than \$10M</td></tr></table> When a Change Request modifies a Transaction such that a different percentage tier applies, the applicable tier will be applied when the transaction amount threshold is reached.	Percentage Tier	Transaction Amount	5%	Up to \$1M	4%	Greater than \$1M – up to \$10M	3%	Greater than \$10M
Percentage Tier	Transaction Amount									
5%	Up to \$1M									
4%	Greater than \$1M – up to \$10M									
3%	Greater than \$10M									

A new third-party vendor is defined as a vendor with whom Contractor does not have a current agreement applicable to the transaction, whether never existed or expired, for which new terms and conditions must be negotiated. In the event that Third-Party Negotiation RUs apply, Contractor will notify the County in advance.

8.1.2. Pre-Approved Vendors List

Contractor shall maintain a minimum number of pre-approved vendors based on County demand:

Contract Year	Number of Procurement Requests	Minimum Pre-Approved Vendors
CY1	n/a	Five (5)
CY2 – CY7	< 15	Five (5)
	15 – 25	Seven (7)
	26 – 50	Ten (10)
	51+	Fifteen (15)

8.2. Domain Name Management Services

As part of the Domain Name Management Services, Contractor shall administer and manage all domain names for the County to meet the requirements described in Schedule 4.3, Cross Functional section 2.20. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1, for an unlimited number of domain names. The fixed monthly Resource Unit Fee includes transfer of County managed domain names to Contractor.

8.3. Business Analyst Services

As part of the Business Analyst Services, Contractor shall provide the County with five (5) Full Time Equivalent (FTE) Business Analyst positions to meet the requirements described in Schedule 4.3, Cross Functional section 2.21. The pool of 5 FTEs is subject to resource management at County discretion. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1. The Business Analyst Resource Unit Fee, which is an hourly labor rate, shall only apply if County requests an additional Business Analyst(s) for work not covered by the 5 FTEs provided in the Business Analyst Services.

8.4. Chief Technical Architect Services

As part of the Chief Technical Architect Services, Contractor shall provide the County with one (1) Full Time Equivalent Chief Technical Architect position to meet the requirements described in Schedule 4.3, Cross Functional section 2.22, Exhibit 16.1-4, and Schedule 10.1.1. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1.

8.5. Enterprise Application Architect Services

As part of the Enterprise Application Architect Services, Contractor shall provide the County with one (1) Full Time Equivalent Enterprise Application Architect position to meet the requirements described in Schedule 4.3, Cross Functional section 2.23, Exhibit 16.1-4, and Schedule 10.1.1. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1. Other architect services (e.g., applications architect) will be charged using the Resource Units in Exhibit 16.1-1 based on Labor Categories in Exhibit 16.1-4.

8.6. Innovation Management Services

8.6.1. Overview

As part of the Innovation Management Services, Contractor shall provide the County with one (1) Full Time Equivalent Innovation Officer (IO) position to meet the requirements described in Schedule 4.3, Cross Functional section 2.24, Exhibit 16.1-4, and Schedule 10.1.1. County will be charged a fixed monthly Resource Unit (RU) Fee for this service, as listed on Exhibit 16.1-1.

In Year 1 of the Agreement, the IO will be deployed for this Service. Effective Year 2 of the Agreement, the IO can be supplemented by additional staff based on the recommendation of the IO and approval of the CIO.

8.6.2. Innovation Fund

County and Contractor shall establish the Innovation Fund to support the Innovation Management Services activities. The parties will manage the Innovation Fund jointly.

8.6.3. Funding

The County and Contractor will co-fund the Innovation Fund. Effective Year 2 of the Agreement, both parties will contribute \$500,000 on an annual basis thereby making available \$1,000,000 in the Innovation Fund per year for innovation-related activities. The parties may change the funding by written agreement.

8.6.4. Use of Innovation Fund

Innovation Fund shall be used to add staffing to the Core Innovation Team on as needed basis, as mutually agreed to by the Contractor and County. The parties shall use either the Core Innovation Team Member Resource Unit or applicable Labor Category Resource Unit, whichever rate is lowest. Innovation Fund may also be used for rapid-cycle experiments, fast-

fail and agile proofs of concepts, Infrastructure as a Service (IaaS) cloud environments (e.g., AWS) to support Innovation activities, subject matter expert support to augment Innovation activities and material costs to perform Innovation activities approved by a joint governance committee consisting of County and Contractor personnel.

The County and Contractor will split all innovation projects costs 50/50 and, as much as possible, Contractor will leverage the Resource Units in the existing Agreement as the basis for pricing. Should the parties jointly agree to go outside of the Innovation Fund for costs incurred, the County will be charged 50% of the applicable Resource Unit Fee.

8.7. Project Management Services

As part of the Project Management Services, Contractor shall administer and manage a Project Management Office (PMO) to meet the requirements described in Schedule 4.3, Cross Functional section 2.9. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1. Project management for Applications Development-related activities will be charged according to the Labor Categories and associated Resource Units in Exhibits 16.1-4 and 16.1-1, respectively. Project management for infrastructure-related activities is covered within the Resource Units and will not be charged separately.

9. SERVICE DESK SERVICES

Reserved.

10. END USER SERVICES

This section pertains to the Fees associated with Section 4 – End User Services in Schedule 4.3 and listed in Exhibit 16.1-1.

10.1. Early Refresh

This section pertains to the Fees associated with Section 4.5.4 – Early Refresh in Schedule 4.3 and listed in Exhibit 16.1-1.

10.1.1. Early Refresh – Desktop

The Early Refresh – Desktop Resource Unit Fee shall apply if County requests to replace a desktop asset with more than six (6) months remaining prior to schedule refresh date and the replacement asset is of a different technology (e.g. Desktop - Engineering

Workstation to Laptop). An upgrade to the newest version of an asset is ineligible for Early Refresh. County will be charged the Resource Unit Fee listed in Exhibit 16.1-1 for each remaining month until the schedule refresh date.

10.1.2. Early Refresh – Mobile PC

The Early Refresh – Mobile PCs Resource Unit Fee shall apply if County requests to replace a Mobile PC asset with more than six (6) months remaining prior to schedule refresh date and the replacement asset is of a different technology (e.g. Laptop – Standard to Tablet - Convertible). An upgrade to the newest version of an asset is ineligible for Early Refresh. County will be charged the Resource Unit Fee listed in Exhibit 16.1-1 for each remaining month until the schedule refresh date.

10.2. [reserved]

10.3. Catalog Services

This section pertains to the Fees associated with Section 4.10 – Catalog Services in Schedule 4.3.

10.3.1. Optional Item Catalog

As described in Schedule 4.3, the Contractor shall provide and maintain an online Optional Item Catalog (OIC). The OIC shall be the vehicle by which the County will purchase optional software, hardware and training.

The Contractor will invoice the County the total of the actual cost of the OIC item plus a 10% handling charge on the actual cost of such OIC item. This handling charge represents the Contractor's administrative and procurement cost associated with the acquisition of the OIC item on behalf of the County.

The County may, in its sole discretion, offer the Contractor an opportunity to establish the price and other terms for the procurement of optional hardware and software requested by the County. The County shall then determine, in its sole discretion, whether Contractor's proposed price and terms reflect the most favorable price and terms (including warranties and discounts) otherwise available. If Contractor's proposed price and terms are not the most favorable, Contractor shall have the opportunity to meet or beat the best price and terms discovered in the market by the County.

10.3.2. Desktop Applications Directory

The Optional Item Catalog includes the Desktop Applications Directory (DAD), which is a list of Desktop Applications supported by the Contractor. The baseline number of Desktop Applications in the DAD shall be four hundred and seventy-five (475).

It is the intent of the Parties to reasonably limit the Desktop Applications in the DAD. The Parties will determine the monthly average number of Desktop Applications in the DAD on December 31st of each Contract Year. Should the monthly average number of Desktop Applications exceed or fall below the baseline, the Parties agree to adjust the Fee for each Resource Unit in the Desktop Computing Services for the upcoming Contract Year as follows:

Desktop Applications in the DAD	Fee added to or subtracted from each Resource Unit Fee in “Desktop Computing
291-390	- \$0.50
391-475	0
476-540	+ \$0.50

Whether a Desktop Application is to be counted toward the DAD shall be determined by the County in its sole discretion based on various factors including but not limited to:

- Desktop Application executes solely on the desktop
- Desktop Application is a unique application, not just a different version
- Desktop Application is not a driver or other Software required to enable accessory hardware to properly operate or to install or delete other applications
- Desktop Application is not a font or a font set
- Desktop Application is not management Software, tools or utilities that the Contractor installs to provide the Services
- Desktop Application is not part of the Laptops, Desktops, Tablets and County Retained Devices

10.3.3. Addition to Optional Item Catalog

For any and all Services related to the addition of hardware that requires testing, as approved by the Catalog Review Board, or software to the Optional Item Catalog, Contractor shall perform any and all such Services pursuant to a Service Request submitted by County for a one-time

Resource Unit Fee per Schedule 16.1-1. Contractor shall be responsible for any and all costs associated with such activities beyond the Resource Unit Fee.

10.3.4. Updates to Desktop Application Directory Software

For any and all Services related to version updates to the Desktop Applications listed in the Optional Item Catalog, Contractor shall perform any and all such Services pursuant to a Service Request submitted by County for a one-time Resource Unit Fee per Schedule 16.1.-1. Contractor shall be responsible for any and all costs associated with such activities for such application beyond the Resource Unit Fee.

10.4. Electronic Signature Services

This section pertains to the Fees associated with Section 4.5.2.12 – Electronic Signature Services in Schedule 4.3 and listed in Exhibit 16.1-1.

The Electronic Signature Resource Unit (RU) Fee shall apply when a County user sends an agreement that requests at least one Adobe electronic signature (e-signature). This is referred to as an Adobe e-signature transaction. County will be charged the RU Fee listed in Exhibit 16.1-1 for each Adobe e-signature transaction.

10.5. Digital Signage Services

This section pertains to the Digital Signage Resource Unit (RU) associated with the services described in Schedule 4.3 Section 4.13, Digital Signage Services, and listed in Exhibit 16.1-1, Fees Summary by Resource Unit.

The Digital Signage Services RU is a three-year subscription commitment. When a County department purchases a subscription(s), they are authorizing to be billed the monthly RU Fee from the month that the subscription(s) was activated by Contractor through to the end of the three-year commitment. Contractor shall notify department no later than three months prior to end of subscription term and verify whether subscription is to be terminated or renewed. If the latter, Contractor will renew for a new three-year period and install new hardware device.

10.6. Survey Solution Support Services

This section pertains to the Fees associated with Section 4.16 in Schedule 4.3 and listed in Exhibit 16.1-1. The Survey Solution Support Services Resource Unit (RU) Fee shall apply only for County

users who have been assigned the role of Administrative User in SurveyMonkey, per an authorized Service Request.

10.7. Electronic File Sharing Services

This section pertains to the Electronic File Sharing Services Resource Unit (RU) associated with the services described in Schedule 4.3 Section 4.12, File Sharing Services, and listed in Exhibit 16.1-1, Fees Summary by Resource Unit.

The Electronic File Sharing Services provides for the following user types in the Box solution:

- County Staff
- Customer – member of the public as Unmanaged User
- Vendor – Third-party County vendor as Unmanaged User
- ITO Staff

Unmanaged users are unpaid personal accounts used to collaborate on the County-owned content and are within County’s managed domain. Unmanaged users do not belong to the County electronic file sharing enterprise and their accounts are unlicensed. For clarity, managed County user folder(s) or file(s) that are shared with unmanaged users retain the same security, permissions, retention rules that are established by the managed County user. However, any free Unmanaged user has the ability to set up their own private folders, upload and share content with other users (internal and external) without being constrained by the enterprise settings that have been established by the County. Additionally, the County administrator(s) are not able to see the user activity, or any reports on the user.

The County will be charged the RU Fee listed in Exhibit 16.1-1 only for users assigned the “County Staff” role.

11. NETWORK SERVICES

This section pertains to the Fees associated with Section 5 – Network Services in Schedule 4.3 and listed in Exhibit 16.1-1.

11.1. Voice Services

This section pertains to the Fees associated with Section 5.7 – Voice Services in Schedule 4.3 and listed in Exhibit 16.1-1.

11.1.1. Voice Calls

County shall be billed for voice calls using the applicable Resource Unit based on the definitions and billing method set forth below.

Resource Unit	Definition	Billing Method
Calls: On-Net	Calls placed between County Locations	Per second
Calls: Off-Net Local	Calls placed from County Locations to Non-County locations with 619, 858, 442 and 760 prefix	Per second
Calls: Off-Net Long Distance	Calls placed from County Locations to Non-County locations within California outside of area codes 619, 858, 442 and 760 prefix.	Per second
Calls: Off-Net Long Distance	Calls placed from County Locations to Non-County locations outside California but within United States and its territories.	Per second
Calls: International	Calls placed from County Locations to Non-County locations outside the United States and its territories.	Per second
Calls: Toll Free 800 Service (San Diego & Imperial)	Calls that are placed by the public to County Toll Free 800 numbers within San Diego and Imperial Counties.	Per second
Calls: Toll Free 800 Service	Calls that are placed by the public to County Toll Free 800 numbers outside San Diego and Imperial Counties but within California.	Per second
Calls: Toll Free 800 Service	Calls that are placed by the public to County Toll Free 800 numbers outside California but within United States and its territories.	Per second
Calls: Casual Use	Includes collect calls, person to person calls, person to person collect calls, remote calls, operator assistance calls, 3rd party calls, dial one calls, dedicated calls and other miscellaneous calls.	Per second
Calls: Conference	Calls placed to a conference bridge line.	Per second
Calls: Directory	Calls placed to obtain a listed telephone directory number.	Per call

11.1.2. Pay Phone

A Pay Phone located at County facilities as required by statute shall be billed at a flat monthly Resource Unit Fee per Exhibit 16.1-1.

11.1.3. Interactive Voice Services

County will be charged the applicable Interactive Voice Services (IVS) Resource Unit Fee based on the IVS components deployed for IVS application, as described in Schedule 4.3, Section 5.17.3. Tiered pricing (i.e., Small, Medium, and Large) will be based on the higher tier of the IVS Components deployed based on the table below.

Resource Unit	IVS Component Deployed
Interactive Voice Services - Small	Any of the following: • Automated Call Distribution • Auto Attendant • Call Management System
Interactive Voice Services - Medium	Any of the following: • Automated Call Recording • Virtual Wallboards • Agent Softphone
Interactive Voice Services - Large	Any of the following: • Interactive Voice Response • Short Message Service • Work Force Management • Physical Wallboards

11.1.4 Virtual Phone Advanced Features

County shall be billed the Virtual Phone Services – Microsoft (MS) Teams Advanced Features monthly Resource Unit for each active call flow in Microsoft Teams. In addition, the designated low org of each call flow shall be billed for the applicable number of MS Resource Account (RA) licenses associated with the call flow. MS Teams RA licenses requires an annual commitment and may not be terminated during its commitment term.

In Microsoft Teams, all auto attendants and call queues within a call flow require a RA, which is associated with a Microsoft Teams Phone RA license to ensure they are correctly identified by the system and properly function, regardless of whether the RA will be assigned a telephone number.

11.2. Network Access

This section pertains to the Network Access Resource Units associated with the services described in Schedule 4.3 Section 5 – Network Services and listed in Exhibit 16.1-1.

Devices, services and County users accessing the County network are subject to a Network Access Resource Unit Fee based on technology(s) through which network is accessed:

- Network Access - Static Wired – Device or service accesses County network at a County location through a wired connection only.
- Network Access - Wired/Wireless – County user accesses County network from a County location through a wired connection or Wireless Access Point connection.
- Virtual Private Network (VPN) Level 1 – Optional service that is an add-on to the Network Access - Wired/Wireless access capability.
- Virtual Private Network (VPN) Level 2 – Optional service that is an add-on to the Network Access - Wired/Wireless access capability.

The Network Access Resource Units are bundled; therefore, the monthly Fee applied to each resource unit is based on the total volume of the bundle.

11.3. Remote Site Redundancy for Key County Sites

At the County's option, on a site-by-site basis, during Years 1 through 4, Contractor shall provide a secondary circuit, at no additional monthly recurring cost to the County, to as many as fifteen sites provided that the County pays the fees associated with special construction costs for each Key site.

11.4. Remote Site Redundancy for T-1 Site

The County may elect, on a site-by-site basis, Contractor shall provide a secondary circuit based on LTE or like technology, at no additional monthly recurring cost to the County, provided that the County pays the fees associated with and special construction costs, if needed.

11.5. New Site Installation Services

This section pertains to the New Site Installation Resource Units (RUs) associated with the services described in Schedule 4.3 Section 5.16, New Site Installation Services, and listed in Exhibit 16.1-1, Fees Summary by Resource Unit.

The Site Type is determined by the number of Cable Drops, as defined in Section 5.16 of Schedule 4.3,

Operational Services, to be installed at the New Site. The Cable Drop threshold levels for each Site type are also described in Section 5.16 of Schedule 4.3, Operations Services.

The Fees associated with establishing a new County Site consists of two parts:

1. **New Site Install Fixed Component RU Fee** – This Fee applies to all New Site installations and covers all of the one-time activities required to be performed by the Contractor to establish the New Site as listed in Schedule 4.3, Operations Services.

The New Site Install Fixed Component RU Fee is determined by the Site Type:

Site Type	Resource Unit
I	New Site Install– Type I Fixed Component
II	New Site Install– Type II Fixed Component
III	New Site Install– Type III Fixed Component
IV	New Site Install– Type IV Fixed Component
V	New Site Install– Type V Fixed Component
VI	New Site Install– Type VI Fixed Component

2. **New Site Install Variable Component RU Fee** – These set of Fees apply to the activities, as set forth in Schedule 4.3, Operations Services, required to install the cabling infrastructure in a New Site.

The County has the option of either utilizing the Contractor to perform any or all these activities or contracting with a Third Party directly.

There are five New Site Install Variable Component RUs related to a Site Type, each representing the cost associated with the deployment of the component of infrastructure per Site Type:

- New Site Install Variable Component – Cable Drop
- New Site Install Variable Component – Main Distribution Frame (MDF)
- New Site Install Variable Component – Intermediate Distribution Frame (IDF)
- New Site Install Variable Component – Back Bone cable (BB)
- New Site Install Variable Component – Project Management (PM)

The County will only be billed for applicable New Site Install Variable Components if Contractor is selected to perform such activities. The process to determine the total New Site

Install Variable Component RU Fee consists of:

1. Projection of the number of Cable Drops to be deployed in the New Site to determine the Site Type;
2. Assessment of the Variable Components required to support the installation based on Site Type.
3. By submitting a Service Request, the County may select a larger Variable Component (such as an MDF or IDF) than that recommended based on assessment. Additionally, if technical requirements change during installation, County will be notified of any required modification of the previously assessed RU Fee.

If the County opts to procure cabling installation services outside the Agreement:

1. Six months after the Turnover Date, a final accounting of number of Cable Drops installed to that point will be determined. If the number of Cable Drops exceeds the thresholds for the previously assessed Site Type by 10%:
 - a. The applicable RU Fees for the additional Cables Drops shall be applied.
 - b. If applicable, the Fixed and Variable Component charges shall be adjusted to the new Site Type;
2. Standards for these infrastructure components will be provided in the form of Cabling Standards document. Once completed, any defect in workmanship or materials found in wiring during the length of the warranty period granted to the County by their vendor, will be either: 1) referred to the County for resolution with their vendor or 2) repaired by the Contractor team. Any repairs performed by the Contractor team will be billable to the County through a Service Request.

11.6. Zoom Video Support Conferencing Services

This section pertains to the Zoom Video Support Conferencing Services Resource Unit (RU) associated with the services described in Schedule 4.3 Section 5.9, Video Conferencing Services, and listed in Exhibit 16.1-1, Fees Summary by Resource Unit.

The Zoom Video Support Conferencing Services RU will cover the following activities performed and procured by the Contractor for the administration and support of all enterprise paid-for accounts through the three-year agreement with Zoom:

- Re-assignment of paid user licenses and management of any STOP IMARs for paid licenses that are no longer needed.

- Resolution of Break/Fix incident tickets/calls for paid user licenses.
- Generation and posting of a monthly Schedule 5 report of Zoom accounts. Reporting of free accounts will also be included and will list free and paid accounts of users by low org. The report will be titled Zoom Users – Free and Paid Accounts by Low Org. This report will be the standard report generated from the Zoom portal.

Zoom licenses are not included in the Zoom Video Support Conferencing Services RU and must be acquired separately through OIC.

11.7. Mobility Services

This section pertains to the Mobility Services Resource Units (RUs) associated with the services described in Schedule 4.3 Section 5.18 - Mobility Services, and listed in Exhibit 16.1-1, Resource Unit Price Summary.

- 11.7.1. Mobile Devices in the Optional Item Catalog (OIC) – AT&T shall make mobile devices and mobile WiFi routers available for one-time purchase from the OIC in conjunction with the Mobility Services RUs.
- 11.7.2. FirstNet Mobility Services RU Fee – This Fee applies to mobile devices purchased from the OIC and to any eligible County mobile device that is enrolled for this service. This RU covers the following services provided by AT&T: Unlimited voice, text, and data service; FirstNet enabled service for all County users; and Free calling to Mexico and Canada.
- 11.7.3. FirstNet Mobility Services – Tethered – This Fee applies to mobile devices purchased from the OIC and to any eligible County mobile device that is enrolled for this service. This RU covers the following services provided by AT&T: Unlimited voice, text, and data service; FirstNet enabled service for all County users; Tethering Capability; and Free calling to Mexico and Canada.
- 11.7.4. Mobility Services – Hot Spot – This Fee applies to WiFi devices purchased from the OIC and covers the following services provided by AT&T: Unlimited data access for the mobile Wi-Fi router.

The Mobility Services RUs are not bundled; therefore, the monthly Fee applied to each RU is based on the individual volumes.

12. DATA CENTER SERVICES

This section pertains to the Fees associated with Section 6 – Data Center Services in Schedule 4.3 and listed in Exhibit 16.1-1.

12.1. Infrastructure Services

Contractor shall administer and manage the infrastructure environment to meet the requirements described in Schedule 4.3, Section 6.8. County will be charged a fixed monthly Resource Unit Fee for this service, as listed in Exhibit 16.1-1. This Resource Unit Fee includes the cost of hardware, software and labor associated with administering the environment as described in Exhibit 16.1-2.

12.2. Development and Test Services

12.2.1. Break/Fix Environment for Applications Maintenance & Operations (M&O)

Contractor shall administer and manage data center and infrastructure environment for the break/fix environment for Applications M&O to meet the requirements described in Schedule 4.3, section 6.9 and 7.2.2. County will be charged a fixed monthly Resource Unit Fee for this service, as listed in Exhibit 16.1-1. This Resource Unit Fee includes the cost of servers and storage associated with administering the environment.

12.2.2. Test/Development Environment for Applications Development

Contractor shall administer and manage data center and infrastructure environment for the test/development environment for Applications Development to meet the requirements described in Schedule 4.3, section 6.9 and 7.3.2. County will be charged a fixed monthly Resource Unit Fee for this service, as listed on Exhibit 16.1-1. This Resource Unit Fee includes the cost of servers and storage associated with administering the environment.

12.3. Storage and Data Management Services

This section pertains to the Fees associated with Section 6.12 – Storage and Data Management Services in Schedule 4.3 and listed in Exhibit 16.1-1.

Billing for Storage Services is as follows:

- Attached Storage – actual usage and 20% of the actual usage

- Storage - Primary Tier – actual usage and 20% of the actual usage
- Storage - Secondary Tier – actual usage and 20% of the actual usage
- Storage - Archive Tier – actual usage and 20% of the actual usage
- Storage - Immutable Tier – flat rate fee
- Storage - DPC – flat rate fee

Ad Hoc circumstances where an intermediate snapshot needs to be taken on a regular basis in order to facilitate backups and maintain application performance, will be considered a billable activity only after review and approval by the CIO or designee.

12.4. Cloud Services

This section pertains to the Fees associated with Cloud Services infrastructure support for applications hosted in either Amazon Web Services (AWS) or Microsoft Azure (MS Azure). Contractor shall administer and manage AWS and MS Azure to meet the requirements described in Schedule 4.3 and Schedule 4.8. Contractor will bill the County the applicable fixed monthly Resource Unit Fee for this service, as listed in Exhibit 16.1-1 and described below:

- 12.4.1. Cloud Infrastructure as a Service (IaaS) is for the support services provided by Contractor for each Infrastructure as a Service (IaaS) instance in the AWS and MS Azure clouds. Contractor shall provide the following support for IaaS: Software License / Maintenance (Operating System, Monitoring, Patching, Discovery, Antivirus); Build; Monitoring; Patching; Quality Control; Problem/Incident/Change Management; Upgrades; Decommission; Tech Refresh; Tools Management/Configuration; Server Security; Support to Applications, Service Level support; and Support to Architecture and Engineering.
- 12.4.2. Cloud Platform as a Service (PaaS) is for the support services provided by Contractor for each Platform as a Service instance in the AWS and MS Azure clouds. Contractor shall provide the following support for PaaS: Software License / Maintenance (Monitoring and Discovery); Build; Monitoring; Quality Control; Problem/Incident/Change Management; Decommission; Tools Management/Configuration; Server Security; Support to Applications, Service Level support; and Support to Architecture and Engineering.

- 12.4.3. Netbackup Solution AWS is for the daily backup/replication of AWS West Commercial tenant and the AWS East Commercial tenant for disaster recovery purposes. Contractor shall provide both licensing and support. Contractor will bill AWS backup storage associated with Netbackup Solution AWS plus a markup of 5% on a monthly basis.
- 12.4.4. Contractor will bill the County for AWS and MS Azure services consumed by business applications (e.g., compute, storage, database) plus a markup of 5% on a monthly basis.
- 12.4.5. Contractor will bill the County for AWS services associated with providing Core services in both AWS GovCloud and AWS Commercial Cloud plus a markup of 5% on a monthly basis. AWS services are limited to the following Core Services: Logging (CloudTrail), Monitoring (CloudWatch), Network Foundation (VPC), Security (GuardDuty, SecurityHubs, SecretsManager), Governance (AWSConfig), Directory Services (AWS DirectoryService), Compute (EC2), Database (RDS), Storage (S3, FSX, EBS), and Supporting Services (SNS, ELB, APIGateway, etc.)

Contractor will also bill the County for the services provided by AWS and MS Azure plus a markup of 5% on a monthly basis. These services are based on consumption based and therefore variable.

12.5. Low Code Application Platform – Outsystems

This section pertain to the Low code Application Platform – Outsystems Resource Unit (RU) associated with the services described in Schedule 4.3, Section 6.7.1 and listed in Exhibit 16-1-1, Fees Summary by Resource Unit.

- 12.5.1. The Low Code Application Platform – Outsystems RU is based on the Outsystems solution. The County will be charged the RU Fee listed in Exhibit 16.1-1 only for the internal County users and will provide access to unlimited number of applications within the platform. Enterprise licenses for external users will be charged separately.

13. APPLICATIONS SERVICES

13.1. Application Maintenance and Operations Services

See Exhibit 16.1-5b for details.

13.2. Application Development Services

13.2.1. Procurement of Applications Development

The County can procure Applications Development services for one-time IT Work through Contractor via any of the methods described below. If the resulting solution requires additional software licensing or hardware not already covered by the Agreement, this shall be handled through existing language in the Agreement for third-party agreements.

13.2.2. Contractor Developed

Per County Service Request, Contractor shall develop and price a solution based on a Statement of Work. Solution may be firm fixed price or time and materials based using the Resource Units in Exhibit 16.1-1 and the Labor Categories in Exhibit 16.1-4.

13.2.3. Pre-Approved Vendors

Per County Service Request, Contractor shall conduct a competitive procurement amongst the vendors on the pre-approved vendors list (maintained in the Standards and Procedures Manual), soliciting a priced solution based on a Statement of Work agreed to by both the County and Contractor. This activity is within the scope of the Contract and Acquisition Management Services.

13.2.4. Request for Proposal

Per County Service Request, Contractor shall conduct a competitive Request for Proposal (RFP) procurement process for a priced solution based on a Statement of Work agreed to by both the County and Contractor. County will be charged the Acquisition Manager Resource Unit Fee on an hourly basis as listed on Exhibit 16.1-1 should this effort require resources beyond what is provided in Contract and Acquisition Management Services.

13.2.5. Firm Fixed Price Projects

The County can request a firm fixed price (FFP) for certain IT work. Projects eligible for FFP work requests will be one-time efforts with specific time frames, scopes of work and defined deliverables. A project may include both Contractor and Third Party labor cost; Contractor labor cost only; and/or required hardware costs not already apart of the Agreement. Software licensing costs can be handled through existing language in the Agreement.

The County will provide a Statement of Work (SOW) to allow Contractor to adequately determine the requirements and costs associated with the project. The SOW will contain the project scope, project management requirements, reporting requirements, deliverables and schedule requirements, and validation and acceptance criteria, as well as specific warranty requirements (if applicable) and any terms that are different than contained in the underlying Agreement. The County may choose to require a performance bond or some other security vehicle depending upon the cost and scope level of the project being considered. The County will also establish as a part of the SOW the payment terms for the particular project, including performance and/or value-based payment methodologies. In some instances, the County may identify some terms in the underlying Agreement that may not apply to a given FFP Service Request and any exclusions, will be negotiated prior to final County approval of the FFP Service Request. The payment terms and SOW shall encompass the tasks required for the resulting solution to be included immediately after the conclusion of the project in the Applications Portfolio and Applications Maintenance and Operations Services. All aspects of the finalized SOW must be agreed to by both the County and Contractor prior to execution of the FFP Service Request.

FFP Service Request will be issued accordingly based on County selected procurement method as described in Section 13.2.1. Regardless of selected method, FFP Service Request will be subject to the requirements as called out in the Agreement for such documents. As with all work requests, appropriate cost breakdowns will be required from Contractor for review by the County.

Negotiations may be initiated by either party with respect to requirements, pricing or any other aspect of the project at any time after the submission of the SOW by the County until such time as the Service Request has been signed off and approved by both Contractor and the County. Any changes in project scope must include the proposed impact to pricing and schedule, which will be negotiated and mutually agreed to by both parties.

14. SPECIAL SERVICE LEVELS

This section pertains to the Fees associated with Schedule 4.8-1 and listed in Exhibit 16.1-1.

14.1. Registrar of Voters

The Special Service Level (SL) Support for Registrar of Voters (ROV) shall be billed at a pro-rated daily Resource Unit Fee per Exhibit 16.1-1. An authorized Service Request from ROV shall detail the start and end date of Special SL Support.

14.2. Treasurer-Tax Collector

The Special Service Level (SL) Support for Treasurer-Tax Collector (TTC) shall be billed as follows:

14.2.1. Fixed Price Event Coverage – Tax Collection

A one-time Resource Unit (RU) Fee for Special SL Support shall be billed per Tax Collection. The RU Fee covers a five (5) day period that is selected by TTC and detailed in the Service Request.

14.2.2. Fixed Price Event Coverage – Tax Sale

A one-time RU Fee for Special SL Support shall be billed per Tax Sale. The RU Fee covers a five (5) day period that is selected by TTC and detailed in the Service Request.

14.2.3. Special SL Support Daily Coverage

A daily RU Fee for Special SSL Support beyond the five (5) days included in the Fixed Price Event Coverage shall be billed if invoked by TTC. An authorized Service Request from TTC shall detail the start and end date of additional Special SL Support period.

14.3. Assessor / Record / County Clerk (ARCC) Acclaim

The Special Service Level (SL) Support for ARCC Acclaim shall be billed as follows:

14.3.1. Fixed Price Event Coverage – ARCC Month End

A Resource Unit (RU) for Special SL Support for ARCC Acclaim shall be billed per ARCC Month End Event. Due to the nature of the ARCC Month End Event, it will be billed automatically on every billing cycle. The Resource Unit Fee covers the last two business days of each month.

14.3.2. Fixed Price Event Coverage – ARCC Holiday Event

An RU for Special SL Support for ARCC Acclaim shall be billed per ARCC Holiday Event, if invoked. The Resource Unit Fee covers the business day before and business day after a County holiday.

14.3.3. Special SL Support Daily Coverage

ARCC may elect to invoke Special SL support beyond the days included in the Fixed Price Event Coverage. Should this be the case, the ARCC Special Support Daily Coverage rate will be charged for each additional day.

14.3.4. Immediate Response and Escalated Priority

Immediate Response and Escalated Priority apply to Applications as well as Infrastructure framework efforts related to e-Recording regardless of whether those efforts are being paid for via the Fixed Price Event Coverage, Special Support Daily Coverage, or by a separate Applications work request.

14.3.5. Application Support

Although the Special SL Support applies to work performed by the Applications Framework, payment for Application Services is provided on a time and materials basis under labor rates stated in the Agreement and is not part of the SL billing.

END OF SCHEDULE