

## ANNEX Z Service and Fee Schedule

### SECTION 1 THE CLIENT GROUP.

Contra Costa County  
30 Douglas Dr  
Martinez, CA 94553

### SECTION 2 ADDRESS OF ADP FOR NOTICES.

ADP Inc.  
10407 Centurion Parkway North  
Jacksonville, FL 32256  
Attn: General Manager

### SECTION 3 TERMINATION DATE.

The termination date of this Agreement is 5 year(s) after the Effective Date.

### SECTION 4 PAYMENT LIMIT.

Payments to ADP under this Agreement may not exceed \$3,116,400.

### SECTION 5 FEE CHANGES; TAXES.

The fees set forth on Annex Z are inclusive of all applicable taxes and costs, including but not limited to sales tax and shipping and handling fees. All fees shall remain fixed during the Term of this Agreement. Thereafter, ADP may modify the fees for the Services and will give Client at least 30 days prior written notice of any changes in such fees.

### SECTION 6 TIME AND LABOR MANAGEMENT SERVICES AND FEES.

#### ■ Implementation.

A. Client acknowledges that the one-time cost (**\$559,737.60**) for the Implementation Services has been deferred and financed by ADP and will be paid by Client in monthly installments of \$9,328.96 ("Deferred Fee Monthly Amount") during the Term of this Agreement as specified in the TLM Services fees set forth in Exhibit 1. If Client terminates this Agreement after the completion of the Implementation Services, Client will pay to ADP the Deferred Fee Monthly Amount multiplied by the number of months remaining in the Term of the Agreement as of the effective date of termination, plus the Deferred Fee Monthly Amount multiplied by number of unpaid months prior to the effective date of termination. If Client terminates the Agreement prior to the completion of the Implementation Services, then Client shall pay to ADP a prorated deferred fee amount based on the percentage of Implementation Services completed. For example, if 25% of the Implementation Services were completed at the time Client terminated the Agreement, Client would pay ADP a total of \$139,934.40.

B. Notwithstanding anything stated to the contrary in the Agreement or Annexes, Exhibits, Schedules and Attachments attached thereto and made a part hereof, including but not limited to Section 9.4 of Annex A, Client agrees that ADP may assign, sell, transfer, pledge or otherwise dispose of its rights (but none of the related obligations) under this Agreement to receive payment for Client's obligation (or a portion thereof) to pay Deferred Fee without notice or consent of Client to one or more assignees and any assignee may further freely assign the same.

C. Training fees are included in the fees for the Implementation Services as specified in Exhibit 1. Client will pay all expenses associated with the travel of its own employees to any off-site training activities. ADP will provide available post-implementation training for an additional fee.

#### ■ Travel.

Client will reimburse ADP for up to \$10,000 in travel expenses over the Term of this Agreement as specified in Exhibit 1.

#### ■ Maintenance.

##### ○ **Maintenance Fees.**

Maintenance fees are specified in Exhibit 1.

##### ○ **Maintenance Availability.**

- ADP Enterprise eTIME®

**ADP's Regular Maintenance Hours are:** 8:00 am to 8:00 pm, Eastern Time, Monday through Friday, exclusive of ADP Holidays

ADP will provide a telephone hotline for application and technical support. Application support includes standard product application troubleshooting questions and program or system errors. Technical support includes network troubleshooting relating to the Application Programs, performance tuning for the Application Programs and/or advising Client as to reasonable solutions for

problems. The hotline is accessible to Client's designated contact through a toll-free number, and is available during ADP's Regular Maintenance Hours. ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time. Emergency additional pager support will be available to Client's designated contact from 8:00 p.m. to 8:00 a.m., Eastern Time, seven days a week.

▪ **Application Programs.**

Fees for the Application Programs are specified in Exhibit 1.

The Application Programs licensed to Client are:

- ADP Enterprise eTIME®

The Monthly Fee (excluding the monthly Hosting Services Fee, if any) will accrue and begin billing on the earlier of sixty days following installation of the Application Programs or the occurrence of the first live punch. The Monthly Fee will be based upon the number of non-terminated users in the database related to the Application Programs ("Authorized Users") and will be subject to a monthly minimum charge.

▪ **Hardware.**

-ADP will provide hardware to Client on a subscription basis at the fees shown in Exhibit 1 below.

▪ **Hosting Services.**

ADP will provide Client Hosting Services at the fees specified in Exhibit 1.

The monthly Hosting Services fee will accrue and be billed on the date the System is accessible for use by Client or ADP for implementation (prorated for the first month if such date is after the first day of the month).

Hosting Services will be interrupted for routine maintenance during the following scheduled Maintenance Windows:

Enterprise eTIME®

<u>Day of Week (Relative to Month)</u>	<u>Maintenance Window Start Time*</u>	<u>Maintenance Window End Time*</u>
Every Monday	1:00 AM, Monday	3:00 AM, Monday
Every Tuesday	1:00 AM, Tuesday	3:00 AM, Tuesday
First, Third, and Fifth Wednesday	1:00 AM, Wednesday	3:00 AM, Wednesday
Second and Fourth Wednesday	11:00 PM, Tuesday	5:00 AM, Wednesday
Every Thursday	1:00 AM, Thursday	3:00 AM, Thursday
Every Friday	1:00 AM, Friday	3:00 AM, Friday
Every Saturday	1:00 AM, Saturday	3:00 AM, Saturday
Every Sunday	1:00 AM, Sunday	4:00 AM, Sunday

\*All times are U.S. Eastern Time, ADP Holidays excluded.

ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.

**EXHIBIT 1  
TLM Pricing**

**System Cost Summary:** The expense for this System over 60 months will be a total of \$3,116,400 based on the employee volume estimates set forth under the recurring fees below, and use of hardware, and features.

**Deferred Fixed Implementation Fee**

**Implementation Professional Services**

	Monthly Cost (for maximum of 60 mo)	Annual (for maximum of 5 years)
ADP Implementation	\$9,328.96	\$111,947.52
ADP Calculation Utility	Included	Included
ADP Application Hosting Set-up and configuration	Included	Included

**Implementation- Training**

Administrator Training	Included	Included
Train-the-Trainer – Manager	Included	Included
Time Clock Manager Training	Included	Included
Advanced Scheduling Training	Included	Included

**One-Time (Implementation) Travel Expense**

**Travel Expense**

	Unit Rate	Total Cost
ADP Travel Expense (per trip-5 trips maximum) -Includes Airfare, Food, Lodging, Transportation	\$2,000	\$10,000

**Monthly Recurring Fees**

(Monthly rate will fluctuate due to employee count, time clocks required, manager licenses, and scheduler need by department)

**Hosted Services**

Description	Rate	Units
Enterprise eTIME Software	\$1.20	(10,000) ee/month
4500 Full Numeric Bar Code 10/100 Mbit Ethernet (8602800-401)	\$107.80	(25) clock/mo
Sales Tax (9.25%)	\$9.97	
A-Connect for non-ADP Payroll only	\$350.00	month
Enterprise eTIME Manager Licenses (additional over {950} licenses)	\$3.00	(2,050) mgr/month
Enterprise Scheduler	\$1.20	(2,500) ee/month
Enterprise eTIME Web	\$1.20	(10,000) ee/month
Base Hosting (includes test database)	\$6,000.00	month
<b>Total</b>	<b>42,444.25</b>	<b>month</b>

Total monthly cost w/monthly deferred implementation fee is \$51,773.21