



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to:

Agreement No.: A-14627

- a. Authorize the Director of Information Technology or his designee to execute a non-standard Order Form with Zoom Video Communications, Inc. to purchase an additional 88 licenses for video conferencing enterprise services and support for the term of January 24, 2020 through January 23, 2022, for an additional \$32,800, for a revised agreement total of \$167,200;
- b. Authorize the Director of Information Technology to sign Order Forms as necessary through the term of the agreement to enable continuity in services, subject to County Counsel review and so long as the Order Forms do not significantly alter the terms of the Master Subscription Agreement; and
- c. Authorize the Director of Information Technology to execute up to three (3) future one-year Order Forms under the Master Subscription Agreement, subject to County Counsel review, provided that additional total costs do not exceed ten percent (10%) of the original cost (\$13,440 total additional cost) and provided the terms and conditions of the Master Subscription Agreement and associated Order Forms remain substantially the same.

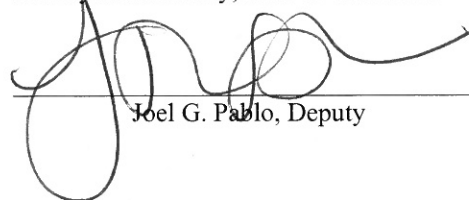
PASSED AND ADOPTED on this 25th day of February 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez and Parker
NOES: None
ABSENT: Supervisor Adams

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 25, 2020.

Dated: February 25, 2020
File ID: A 20-025
Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Palo, Deputy



Amendment Form Number: Q445010
Valid Until: 01/30/2020

Zoom Video Communications Inc. ("Zoom")
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: john.menslk@zoom.us

Billed To Subscriber: County of Monterey - IT Dept Contact Name: Alex Zheng 1590 Moffett Street Salinas, California 93905, United States Email Address: zhenga@co.monterey.ca.us Phone: (831) 759-6991	Delivered To Subscriber: County of Monterey - IT Dept Contact Name: Alex Zheng 1590 Moffett Street Salinas, California 93905, United States Email Address: zhenga@co.monterey.ca.us Phone: (831) 759-6991
Auto Renew: Yes Term End Date (co-terminus with the existing contract): 07/23/2021 Initial Paid Subscription Term: 24 Month Renewal Subscription Term: 12 Month Paid Period Start Date: 01/23/2020	Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom licenses and services set forth below. The use and delivery of any services provided for herein shall be governed by Zoom Terms and Conditions found at <http://www.zoom.us/terms> (unless Subscriber and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	EXTENDED TOTAL	PRORATED AMOUNT
New Rate Plan "Zoom Rooms Annual"	Zoom Rooms Annual	Annual	88	USD 400.00	USD 35,200.00	USD 17,503.83
Removed Rate Plan "Zoom Rooms Annual"	Zoom Rooms Annual	Annual	-6	USD 400.00	USD -2,400.00	USD -1,193.44

(Before Taxes)	
Annual Incremental Spend:	USD 32,800.00
Associated Invoice Amount:	USD 16,310.39

Other Terms & Notes
<p>Special Notes:</p> <p>The first Invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.</p> <p>Other:</p> <p>Enterprise Active Host Plan includes 500 meeting capacity and webinar 500 attendee capacity for available licenses.</p> <p>Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Subscriber and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Subscriber during the month for which they are committed may not be carried forward into any subsequent month or term.</p> <p>State and/or local taxes may apply to Zoom services.</p> <p>Professional Services, if purchased, will be presented in a separate Order Form.</p>

Accepted and agreed as of the date specified below by the authorized representative of Subscriber

Signature:	<i>Eric A. Chatham</i>
Print Name:	Eric A. Chatham
Date:	2/26/20
Zoom Service Effective Date:	01/23/2020
PO # (If Applicable):	
VAT # (If Applicable):	

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

Kellie Ann 02.12.20
Deputy County Counsel



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14419; Amendment No. 2

- a. Authorize the Director of Information Technology, or designee, to execute Amendment No. 2 to the non-standard Master Subscription Agreement with Zoom Video Communications, Inc. by increasing the agreement amount by \$682,800, for a revised agreement total of \$850,000 through June 30, 2024, for video and audio enterprise communication and support services; and
- b. Authorize the Director of Information Technology to sign Order Forms as necessary through the term of the agreement through June 30, 2024, to enable continuity in services, subject to County Counsel review and so long as the Order Forms do not significantly alter the terms of the Master Subscription Agreement; and
- c. Authorize the Director of Information Technology the option to extend the agreement up to two (2) additional one (1) year periods through June 30, 2026, and sign associated Order Forms provided that additional total costs do not exceed ten percent (10%) of the original cost (\$85,000 additional cost, or \$935,000 total cost) so long as the Order Forms do not significantly alter the terms of the Master Subscription Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

PASSED AND ADOPTED on this 7th day of December 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 7, 2021.

Dated: December 13, 2021

File ID: A 21-562

Agenda Item No.: 83

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy



Amendment Form Number: Q1075496
Valid Until: 11/30/2021

Zoom Video Communications Inc. ('Zoom')
 55 Almaden Blvd, 6th Floor
 San Jose, CA
Email: holly.brown@zoom.us

Billed To Customer: County of Monterey Contact Name: Mike Perez 1590 Moffett Street Salinas, California 93905, United States Email Address: perezm4@co.monterey.ca.us Phone: (831)-759-6908	Sold To Customer: County of Monterey Contact Name: Mike Perez 1590 Moffett Street Salinas, California 93905, United States Email Address: perezm4@co.monterey.ca.us Phone: (831)-759-6908
Auto Renew: Yes Term End Date (co-terminus with the existing contract): 07/23/2022 Initial Paid Subscription Term: 12 Month Renewal Subscription Term: 12 Month Paid Period Start Date: 10/13/2021	Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom licenses and services set forth below. The use and delivery of any services provided for herein shall be governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	TOTAL
New Rate Plan "Enterprise Active Host I Annual"	Enterprise Active Host I Annual	Annual	375	USD 240.00	USD 90,000.00
Removed Rate Plan "Enterprise Active Host I Annual"	Enterprise Active Host I Annual	Annual	-300	USD 240.00	USD -72,000.00

(Before Taxes)
Annual Incremental Spend: USD 18,000.00

Active Host Framework	
Total Available Licenses	2500
Active Host Billed Quantity %	15%
Active Host Billed Quantity	375
Active Host Audio Plan Billed Quantity (see section 5 below, if applicable)	0
Active Host Minimum Commitment (see section 4 below)	0
Active Host Billed Quantity True-Up Frequency (see section 3 below)	Annually

Other Terms & Notes

Special Notes:

The first invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.

Should Customer's existing subscription term be extended via this Amendment order, the revised subscription term will apply to Customer's entire existing subscription.

Active Host Terms

1. Active Hosts. An Active Host is a Host (as defined in Zoom Terms of MSA) who actually hosts one (1) or more meetings per month using the Zoom Services. An Active Host agreement provides a Host license (as defined in the Zoom Terms of MSA) to all users to which Customer assigns an Active Host license, up to the Total Available Licenses. Pricing is based on the percentage of the total Hosts expected to be Active Hosts upon execution of this Order ('Active Host Billed Quantity'), to be true-up according to the process described below. For the term of the Order, Customer can assign licenses, up to the number of Total Available Licenses provisioned, with no change in pricing, even if the number of Active Hosts is higher than the Active Host Billed Quantity used to derive pricing for the Initial and Renewal Subscription Terms.

2. Assignment of Licenses. Customer shall assign licenses to a Host account on the site administration section of their Zoom account log-in (the 'List'). The List will be maintained by the Customer's Site Administrator and provided to Zoom upon request. Customer is required to maintain the associated domain of their primary corporate domains and default user type to 'Licensed' during the duration of the Subscription Term.

3. The Active Host Billed Quantity will be true-up during the Initial and/or Renewal Subscription Term according to the frequency shown within the Active Host Framework section shown above. The Active Host Billed Quantity True-Ups will be performed as demonstrated in the table below. For the avoidance of doubt, the table below is shown for illustrative purposes, and the Customer's Active Host Billed Quantity True-Ups will be performed in accordance with the Initial and/or Renewal Subscription Term, Billing Period, and Active Host Framework section of this Order Form:

Active Host Billed Quantity True-Up Framework	Year 1	Year 2	Year 3
Active Host Billed Quantity	X1	X2	X3
	*	*	*
Price Per License	Y	Y	Y
	=	=	=
Active Host Total Price and Minimum Commitment (see Section 4)	Z1	Z2	Z3

X1 = Initial Subscription Term: the initial Active Host Billed Quantity as agreed upon between Customer and Zoom

Renewal Subscription Term: greater of the Active Host Billed Quantity or the average quantity of Active Hosts during months 9, 10, and 11 of the immediately preceding year (for Annual True-Up frequency*)

X2 = greater of X1 or the average quantity of Active Hosts during months 9, 10, and 11 of Year 1 (for Annual True-Up frequency*)

X3 = greater of X2 or the average quantity of Active Hosts during months 9, 10, and 11 of Year 2 (for Annual True-Up frequency*)

*For Quarterly True-Up frequencies, the average quantity of Active Hosts will be calculated using months 1 & 2 of the immediately preceding three (3) month period.

For Semi-Annual True-Up frequencies, the average quantity of Active Hosts will be calculated using months 4 & 5 of the immediately preceding six (6) month period.

4. The Active Host Minimum Commitment is the minimum payment for Active Host licenses and Active Host Audio Plan licenses (if applicable) due at each remaining Billing Period of the Initial and/or Renewal Subscription Term. Upon each Active Host Billed Quantity True-Up (as described in Section 3), the adjusted Active Host Total Price and the Active Host Audio Plan Total Price (if applicable) will become the Active Host Minimum Commitment for the remaining Initial and/or Renewal Subscription Term. Customer understands and agrees that any change in the Active Host Billed Quantity, Active Host Audio Plan Billed Quantity (if applicable), and Active Host Minimum Commitment will occur immediately upon true-up and without prior notice. Customer will be made aware of the change upon invoicing in the subsequent Billing Period.

Other:

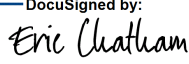
Enterprise Active Host Plan includes 500 meeting capacity and webinar 500 attendee capacity for available licenses.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:	DocuSigned by: 
Print Name:	747D862C7BD04AE... Eric A. Chatham, Director of Information Technology
Date:	12/16/2021 9:18 PM PST
Zoom Service Effective Date: 10/13/2021	
PO # (If Applicable):	
VAT # (If Applicable):	

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

