

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Treasurer / Tax Collector

BOARD AGENDA:5.B.3
AGENDA DATE: May 8, 2018

SUBJECT:

Approval to Enter Into an Agreement with RT Lawrence Corporation for the Purchase of Equipment, Software and Professional Services for a New Remittance Processor System for the Treasurer Tax Collector

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0202

On motion of Supervisor Chiesa _____, Seconded by Supervisor Withrow _____
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini _____


Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Treasurer / Tax Collector

BOARD AGENDA:5.B.3
AGENDA DATE: May 8, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Enter Into an Agreement with RT Lawrence Corporation for the Purchase of Equipment, Software and Professional Services for a New Remittance Processor System for the Treasurer Tax Collector

STAFF RECOMMENDATION:

1. Approve the purchase of a new Remittance Processor System from RT Lawrence Corporation to replace the existing system which has reached its useful life.
2. Authorize the Interim Treasurer-Tax Collector to enter into an agreement with RT Lawrence Corporation for the purchase of the Remittance Processor System which includes equipment, software, support and updates.
3. Direct the Auditor-Controller to establish additional appropriations of \$35,000 funded by the interest earnings of the Treasurer-Tax Collector, Treasury Division budget, as outlined in the attached budget journal. The overall project cost is projected to be \$154,300. Appropriations in the amount of \$119,300 were previously approved at Fiscal Year 2017/2018 Mid-Year Budget.

DISCUSSION:

The Treasurer-Tax Collector Department must replace the current remittance processor system that has been in use for over ten years in the Treasury Division. The system has reached its useful life and is at risk of a mechanical breakdown which would result in a disruption of services. The remittance processor system is high speed equipment that scans checks, applies payments and prepares remote banking deposits. The upgraded equipment and imaging technology will provide greater efficiency in the department by processing large volumes of payments quickly and accurately. This remittance processor system will also improve the efficiency of accessing critical payment information for Treasurer-Tax Collector staff.

A requirement for the remittance processor system software application is compatibility with Megabyte, the software application used by the Tax Division to properly apply payments to corresponding assessment parcel numbers. RT Lawrence Corporation offers a remittance processor system with the software solution RTLFIRST, which is fully compatible with the Megabyte System.

This proposal includes increased banking services with the implementation of Check 21 and remote deposit services. These services will provide further processing efficiencies in banking. Payments made by check to County departments and deposited into the Treasury will be truncated into a two-sided digital image and deposits will be electronically submitted to the bank through a secure file transmission. This will eliminate the need for Treasury staff to physically deliver paper checks to the bank each day. Paper checks will be held in secure storage in the Treasury office for a holding period of 15 days and then destroyed.

This proposed remittance processor system has the latest technology in hardware and the most current version of software. This proposal involves the purchase and installation of new scanning hardware, upgraded software, Check 21/Image Cash Letter processing to the County's primary bank, application integration with the Megabyte System for the Tax Collector Division, a testing environment, project management, migration and training services, and ongoing annual support.

POLICY ISSUE:

County policy requires authorization by the Board of Supervisors for all contracts and transactions exceeding \$100,000.

FISCAL IMPACT:

The fiscal impact of the proposed remittance processor system will be an overall increase to revenue and expenses of \$154,300 in the Treasury budget, of which \$119,300 was approved at Fiscal Year 2017-2018 Mid-Year Budget. Additional appropriations of \$35,000 are being requested at this time to fund additional office equipment, a testing environment, software upgrades and data processing services from the Strategic Business Technology Department. There is no Net County Cost impact. The source of revenue are the interest earnings from the Treasury Investment Pool. Gross interest revenue for Fiscal Year 2017/2018 is projected to be more than \$13 million dollars.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by ensuring there is no disruption to services in processing payments made to County departments and by increasing the efficiency by which daily deposits are made.

STAFFING IMPACT:

This project will be completed by existing Treasurer-Tax Collector staff with support from existing staff at the Strategic Business Technology Department.

CONTACT PERSON:

Dolores Sarenana, Chief Deputy Treasurer, Telephone: (209) 525-4466

ATTACHMENT(S):

1. Agreement with RT Lawrence Corporation
2. Budget Journal



Where Technology Meets Payments

AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project this 8th day of May, 2018, by and between the COUNTY OF STANISLAUS, as "Client," and RT LAWRENCE CORPORATION, hereinafter referred to as "Contractor."

WITNESSETH that Client and Contractor have mutually agreed as follows:

SECTION 1 – AGREEMENT DOCUMENTS

The Agreement consists of the terms herein, Attachment A1, "Proposal for OPEX Falcon RED, Software, Check21 and Services, Appendix A1", Attachment A2, "Proposal for Test Environment and E-Key Upgrade", Attachment A3, "Proposal for Hardware Migration", Attachment A4, "RTLFIRST Software 8.0 Upgrade Proposal, Appendix A4" Attachment B, "RTLawrence Corporation License Agreement", Attachment C "RTLFIRST Software Warranty", Attachment D "RTLFIRST Annual Support Agreement", and Attachment E "Insurance Required for Most Contracts" which is attached hereto and incorporated herein by reference, and any addenda in the future which is agreed upon in writing by the parties, and which is attached hereto and incorporated herein by reference.

SECTION 2 – SCOPE OF WORK

Contractor agrees to sell to Client and the Client agrees to purchase from Contractor the equipment, accessories, licenses, training, services and maintenance enumerated in Attachment A1, Attachment A2, Attachment A3, and Attachment A4. For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the foregoing in a competent and professional workmanlike manner in accordance with industry standards.

SECTION 3 – CHANGES IN WORK SCOPE

No additional amounts shall be paid to Contractor by the Client for services or material not included in this Agreement without the prior written approval of the Client.

SECTION 4 – PAYMENT

Contractor agrees to receive and accept the payments as set forth in Attachment A1, Attachment A2, Attachment A3, and Attachment A4, as payment in full for the scope of work furnished under Section 2. Said payments shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Agreement; and also including those arising from action of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Contractor shall send all billings to the Client as follows:

CLIENT NAME:	COUNTY OF STANISLAUS
Contact Person:	Lauren Klein, Interim Treasurer – Tax Collector
Address Line 1:	1010 10 th St., Suite#2500
Address Line 2:	Modesto, CA 95354

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Total cost to Client shall not exceed the amounts stated in Attachment A1, Attachment A2, Attachment A3 and Attachment A4. Terms of payment shall be as stated in Attachments A1 to A4.

SECTION 5 – INSURANCE REQUIREMENTS

- A. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and represents, warrants, and certifies compliance with such provisions.
- B. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Deductibles and Self-Insured Retentions:
Any deductibles or self-insured retentions must be declared to and approved by the Client in writing. At the option of the Client either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. Acceptability of Insurers
Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.
- F. Verification of Coverage
Contractor shall furnish the Client with original endorsements effecting coverage required by this section. The endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Client in writing before work commences. Client reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time.
- G. Contractor shall not receive any compensation until all insurance provisions have been satisfied.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

SECTION 6 – INDEMNITY

Notwithstanding the insurance requirements set forth in Section 5 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of Client, or any third parties, caused by or resulting from Contractor's negligence or willful misconduct in performing services hereunder. Contractor shall defend and hold harmless and indemnify the Client and its associated companies and their respective officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor's negligence or willful misconduct in performing this Agreement.

SECTION 7 – RECORDS

- A. **Ownership.** Client specific plans and specifications, not including Contractor's own product plans and specifications, prepared under this Agreement shall be delivered to, and shall become the property of the Client.
- B. **Maintenance.** Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its offices at all reasonable times for three (3) years from the date of final payment under this Agreement, for inspection by Client and copies thereof shall be furnished, if requested.

SECTION 8 – ASSIGNMENT

Contractor shall not assign any portion of the work under this Agreement without the prior written approval of Client.

SECTION 9 – INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Client. Client shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this Agreement; however, Client shall have the right to review the Contractor's work product, results, and advice.

SECTION 10 – LICENSES AND PERMITS

Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply the scope of work under the Agreement, including but not limited to equipment and software. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the scope of work under this Agreement.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

SECTION 11 – NOTICE

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

	CONTRACTOR	CLIENT
Company Name:	RT Lawrance Corporation	County of Stanislaus
Attention:	John Phillips	Lauren Klein
Title:	Director of Payment Solutions	Interim Treasurer – Tax Collector
Address:	7740 Painter Avenue, Suite 100	1010 10 th St., Suite# 2500
City/State/Zip Code:	Whittier, CA 90602	Modesto, CA 95354

SECTION 12 – GOVERNMENT LAW

The Agreement shall be governed by the laws of the State of California excluding its conflicts of law provisions.

SECTION 13 – INTEGRATION

This Agreement contains all of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

SECTION 14 – AUTHORITY

Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

SECTION 15 – GRAMM-LEACH-BLILEY

Notwithstanding any other provisions in this Agreement, the provisions in the following two (2) paragraphs shall apply:

The parties agree in good faith that any disclosure of information hereunder from Client to Contractor qualifies for one or more of the general exceptions to both notice and an opportunity for opt-out under the Gramm-Leach-Bliley Act (the "Act"). Furthermore, the parties agree that any information disclosed by Client to Contractor hereunder shall only be used by Contractor for the sole purpose for which it was disclosed by Client under this Agreement.

To the extent this Agreement for services between Client and Contractor requires the disclosure of any "non-public personal information" under the Act from Client to Contractor, Contractor represents, warrants and agrees that Contractor and its agents and/or representatives shall strictly comply with Section 502(b)(2) of the Act and the applicable state rules and regulations relating thereto, and shall not disclose directly or indirectly such information to any third party. Furthermore, Contractor represents, warrants, and agrees that Contractor and its agents and/or representatives shall hold in strict confidence in perpetuity any and all proprietary information, intellectual property, and any "non-public personal information" including that relating to Client's customers, prospective customers and/or former customers that is disclosed pursuant to this Agreement.

RT Lawrance Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrance.com



Where Technology Meets Payments

SECTION 16 – DURATION AND TERMINATION

This Agreement shall remain in effect until (1) terminated by mutual written agreement of the parties; (2) terminated upon thirty days written notice of a party in the event of an uncured material breach by the other party; or (3) terminated upon sixty days written notice by a party at any time for any reason, whichever occurs first. In the event of termination due to an uncured material breach by Contractor, Client shall owe no additional amounts hereunder, including any amounts outstanding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first herein above written.

**CLIENT
COUNTY OF STANISLAUS**

Name: Lauren Klein
Title: Interim Treasurer – Tax Collector
Date: Lauren Klein
5/8/2018

**APPROVED AS TO FORM;
STANISLAUS COUNTY COUNSEL
BY**

Deirdre McGrath
DATE: 5/8/2018

**CONTRACTOR
RT LAWRENCE CORPORATION**

Name: Mr. John Phillips
Title: Director of Payment Solutions
Date: John Phillips 5/2/18



Where Technology Meets Payments

ATTACHMENT A1
Proposal for OPEX Falcon RED, Software, Check21 and Services



Client Name: Stanislaus County Treasurer-Tax
 Address: 1010 Tenth St. #5700 Modesto, CA 95354
 Attention: Dolores Sarenana, Chief Deputy Treasurer
 Phone: (209) 525 - 4466
 Email Address: sarenanad@stancounty.com
 Date: April 18, 2018
 RTL Account Manager: Bernadette Padilla

Pricing

Part Number	Description	Qty	List Price	Annual Support
Hardware				
OPX-FCN	OPEX Falcon Base Scanner	1	\$38,100	\$6,285
OPX-MICR	MICR + (Plus)	1	\$4,850	\$765
OPX-ATIP	One (1) Audit Trail Inkjet Printer	1	\$550	
OPX-M72	OPEX Model 72 Extractor	1	\$28,950	\$2,705
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	
	Freight Charges		\$1,200	
	Sub-Total		\$73,650	\$9,755
<i>Hardware Pricing is VALID until June 30th, 2018 ONLY. There will be an OPEX related price change by July 1st, 2018. 1st Year Hardware Support will be through RTL, 2nd year onwards will be billed directly by OPEX.</i>				
RTLFIRST Software				
OPX-02	Opex Connect - Process Module	1	\$7,000	\$1,050
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	\$4,500	\$900
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	\$1,500	\$300
	Sub-Total		\$13,000	\$2,250
RTL Services				
	Planning, Implementation, Installation, Testing & Training Services		\$3,000	N/A
	Sub-Total		\$3,000	\$0
PROJECT GRAND TOTAL			\$89,650	\$12,005
Plus applicable taxes				

Payment Terms

- 50% of the Project Amount Due at the Time of Order \$44,825 + tax
- 50% of the Project Amount Due Upon Installation \$44,825 + tax
- 100% of Annual Support Due NET 30 Upon Installation \$12,005 + tax



Where Technology Meets Payments

Proposal Notes:

- **Hardware Lead-Time:** Please note that the order needs to be placed four months prior to date of install due to the 120 day lead time for scanner delivery.
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **Annual Support (AS):** AS Included reflects only that of the above quoted items. AS shown is in addition to current base support amount. Upon renewal of the contract, the pricing schedule then in effect will apply.
- **OPEX Processor:** The OPEX Connect RTL Processor function of RTLFIRST must run on its own dedicated processor workstation. This workstation is NOT included in the solution quote. Client can elect to provide their own processor workstation(s) or purchase them through RTL. Please note that RTL standardizes on Dell PCs and Servers.
- **Check21:** Upon Client's decision to move forward, the Client must notify its bank of its intent to generate ICL/ Check21 files through software provided by RTL. RTL will work closely with the Client and its bank representatives to coordinate for transmission and file testing.
- ICL/ Check21 file will be generated by the Client, using RTL's provided Check21 application. File(s) generated will be transmitted directly to its bank from the Client's location.
- Check21 components quoted are for use with remittance processing back office system. Additional use of this module for other purposes, such as (but not limited to), converting front counter captured items requires purchase of additional licenses, software components, and services.
- **Check21 HW PC:** RTL recommends the Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
- **Check21 Processing PC Specification:** It must have Windows 2000 Professional/Windows 7 (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFIRST 6.0 version required.
- Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC. If desired, the client can request RTL to provide a quotation of such PC. RTL normally quote Dell computers. HP/Compaq is also available upon request.
- **Service:** Pre-Implementation services include remote install of the system on remittance processing system designated PCs such as the server/processor station, scan station, verification workstations, etc.
- Client must provide for remote connection to these designated PCs/server to facilitate remote access installation of the remittance system.
- **Falcon Base Hardware** -includes three (3) outsort bins and one (1) pass through bin, two (2) CIS Imagers, OPEX Standard Barcode Package, REDLink, Windows 7 64 bit, CertainScan 3.0 64 bit Host Software, CertainScan essentials, CertainScan edit & OPEX Transform
- **MICR+ (Plus)** - Includes MICR Reader and Image Edge
- **Installation Services.** At least one day of OPEX hardware installation services required for each new OPEX transport included in solution configuration.
- **Installation and Training.** The purchase price includes not only the equipment, but also the installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.
- **Warranty Information.** Falcon Scanner comes with a 30-day warranty. OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.
- **Freight:** Shipping of hardware equipment to Client's facilities

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

RTL User Beware

APPENDIX A1

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

- The services quoted herein are based on the approved and signed contract between RTL and client.
- Since our proposal is the existing RTLFIRST solution, RTLFIRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function should work or flow, screen designs, field requirements, reports, or database design for this project. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review our RTLFIRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions should flow, screen designs, field requirements, reports, or database designs.
- The RTLFIRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.
- Any change in features requested by client is subject to review by RTL design team and may result in additional charges.
- This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.
- RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Should the client want to do otherwise, from test to production; then, additional charges apply.
- RTL is installing the RTLFIRST system to the client's production server. Pre-implementation services include remote install of the system on remittance processing system designated PCs such as the server/processor station, scan station, verification workstations, etc.
- The following are notes concerning the project timetable.
 - a. Upon award of contract, RTL's implementation team will work with client to determine official implementation date.
 - b. The client must provide for remote connection to the designated PCs/server to facilitate pre-on-site remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.
 - c. Our project timeline for hardware installation is set for 2-3 weeks assuming that hardware is already onsite. While the Check21 timeline will be determined after RTL/Bank kick-off and coordination. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.

Signature: Lauren Klein Date May 8, 2018
 Printed Name: Lauren Klein Title: Interim Treasurer/Tax Collector

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RT Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and may be offered for sale to other clients.



Where Technology Meets Payments

ATTACHMENT A2
Proposal for Test Environment and E-Key Upgrade



Client Name: Stanislaus County Treasurer-Tax
 Address: 1010 10th St. #5700 Modesto, CA 95354
 Attention: Dolores Sarenana, Chief Deputy Treasurer
 Phone: (209) 525 - 4466
 Email Address: sarenanad@stancounty.com
 Date: April 18, 2018
 RTL Account Manager: Bernadette Padilla

Pricing

Part Number	Description	Qty	List Price	Annual Support
1009C002	Canon CR-190i II Check Scanner CR-190i II Check Transport (Automatic Document Feeder, 3 Output Pockets, MICR/OCR Reader, Built-in Imprinter)	1	\$2,995.00	
5357B005AA	Canon eCarePACK (AE) for CR-190i II - 1 year	1		\$399.00
8278B001	Canon PG-245XL Ink Cartridge	2	\$100.00	N/A
	Sub-Total		\$3,095.00	\$399.00
	A2iA			
A2iA-VLK	A2iA Physical Dongle Upgrade to Virtual License Key (1 Million Checks/Year)	1	\$2,500.00	***
A2iA-DR	A2iA Business/Disaster Recovery - 50k Images <i>This DR key will be used for the Test Environment System</i>		Included	N/A
	Software for Test Environment System			
RTL-SW-TS	RTLFIRST Software for Test Environment System <i>This Test Environment System Module contains one license of each of the essential functions that Client's current operational system has. This duplicates Client's system BUT each of the license of the essential functions are "LIMITED" and for "BACKUP" or "EMERGENCY" use only.</i>	1	\$3,000.00	\$450.00
CHK 21-IQL	Image Quality License (1 Test Environment Engine License)	1	\$800.00	\$120.00
CHK 21-CCL	RTL Check 21 Module Test Environment System Licenses	1	\$400.00	\$60.00
	Sub-Total		\$6,700.00	\$630.00
	RTL Services			
IMP-PR	Pre-Implementation Preparation at RTL Facility		\$3,600.00	N/A
IMP-PM	Pre-Implementation Business Process Review Meeting		Incl	N/A
INS-DYR	RTL System Installation (1 RTL Staff) - Remote Access Based <i>Note: Client must send one of their staff to the offsite facility to provide assistance during hardware and software installation.</i>		Incl	N/A
	Sub-Total		\$3,600.00	\$0.00
	Goodwill Discount		\$1,000.00	
	Solution Grand Total		\$12,395.00	\$1,029.00
	Freight Charges		\$150.00	
	Plus applicable taxes			

Pricing is valid for 30 days from date of proposal

Payment Terms	• 50% of the Project Amount Due at the Time of Order	\$6,272.50 + tax
	• Remaining 50% of the Project Amount Due upon Installation	\$6,272.50 + tax
	• 100% of the Annual Support Due NET 30 upon Installation	\$1,029.00 + tax

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Proposal Notes

- **Annual Support:** The Client is refunded the prorated portion of the unused support on software, in the event that annual support is terminated.
- **Remote Access:** Client will provide a TCP/IP based connection (VPN and Webex Connections), which is installed on the scanning station, processor station and the RTLFIRST Server for remote access support.
- **PC Requirement:** Client will provide MS Windows 7 or equivalent based PC for the scanners to be connected to the Scanner PCs are NOT included in the quote.
- **Test Environment:** A purchased Base RTLFIRST Software Test Environment is a Pre-Implementation Requirement of the Check 21 Test Environment.
- The Test Licenses are designed to function on the Test Environment only and is not meant to be used for the operational processing of payments.
- **Services:** Pre-Implementation services include remote install of the system on remittance processing system designated PCs such as the server/processor station, scan station, verification workstations, etc.
- Client must provide for remote connection to these designated PCs/server to facilitate remote access installation of the remittance system.
- **A2iA:** Client should return the A2iA Physical Dongle to:
 - A2iA Corp.
 - 24 West 40th Street, 3rd Floor
 - New York, New York 10018
 - Attn: Support Dept.
- Additional fees may apply to Client upon failure to return the physical dongle within 5 days upon activation of the Virtual License Key.
- *** Annual Maintenance will remain as it was with the Dongle.
- ULLN is the dongle code that will be upgraded to Virtual License or E-Key.
- The E-Key will be activated for 365 days. As long as maintenance is current, it will be reactivated.
- **Canon Hardware:** Canon CR-190i II requires a pc and that is not quoted in this proposal.
- **Font Requirement:** Client's scan line needs to be an OCR-A / OCR-B font to use the Canon CR-190i II Check Transport.
- **Hardware Support:** Effective date of the maintenance agreement will begin at the end of the 90 day factory warranty which went into effect on date of installation. Depot Maintenance will be provided. Should the unit cannot be repaired over the phone or WebEx. A loaner will be sent 2nd Day Air delivery; or Overnight available at extra charge.
- **Freight:** Shipping of hardware equipment to Client's facilities
- The A2iA Virtual License Key serves as a replacement of the A2iA Physical Dongle.

Signature: Lauren Klein Date: May 8, 2018
 Printed Name: Lauren Klein Title: Interim Treasurer/Tax Collector

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RT Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and may be offered for sale to other clients.



Where Technology Meets Payments

ATTACHMENT A3
Proposal for Hardware Migration



Client Name: Stanislaus County Treasurer-Tax
Address: 1010 Tenth St. #5700 Modesto, CA 95354
Attention: Dolores Sarenana, Chief Deputy Treasurer
Phone: (209) 525 - 4466
Email Address: sarenanad@stancounty.com
Date: April 18, 2018
RTL Account Manager: Bernadette Padilla

Pricing

Part Number	Description	List Price	Annual Support
	Hardware Migration Services Client is responsible to install the SQL software on the new server	\$3,450.00	N/A
SQL Server RTLFIRST Portion	Generally, Client must archive all but most recent 1-2 days worth of batches prior to migration - RTL staff will backup or restore all RTLFIRST related Databases. Alternatively, RTL staff can coordinate this activity with Client IT staff. - RTL will modify the paths, as needed, to reflect the new paths - RTL will assist in trouble shooting issues that arise from the migration		
RTLFIRST Server/ Processor	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of RTLFIRST server software - Restoration of CMData folder(s) - Installation of RTLFIRST client software - Installation of Dongle software		
SQL Server FIRSTView Portion	RTL Staff will coordinate with client IT staff the backup and restore of the FIRSTView Db. Note: After these processes are initiated, it may take the server several hours to complete. - RTL will modify required INIs to point to the new server (e.g. Server .ini, RTLSQLAd.ini) - RTL will assist in troubleshooting issues that arise from the migration		
FIRSTView Server	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of FIRSTView server software - Documentation to update client installations - Coordination with IT staff to move Images		

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Pricing		List Price	Annual Support
Part Number	Description		
Processor PC	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of RTLFIRST client software - Installation of Dongle software		
Scanner PC	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of RTLFIRST client software - Installation of scanner drivers/API (e.g. WiseIP or CAPI) - Restoration of Scanner Settings - Migration settings for up to 2 Operations - Support for Client testing		
Check21 PC	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of RTLFIRST client software - Installation of Image Quality Module - Installation of Image Exchange Module - Restoration of Scanner Settings - Installation of ACH Block Modifier		
OPEX Import PC	Generally, client must archive all but most recent 1-2 days worth of batches prior to migration Includes: - Installation of RTLFIRST client software - Restoration of OPEX Import Settings - Support for Client Testing		
	Goodwill Discount	-\$1,000.00	
	Solution Grand Total	\$2,450.00	
	Plus applicable taxes		

Pricing is valid for 30 days from date of proposal

Payment Terms • 100% of the Project Amount Due at the Time of Order \$2,450.00 + tax

I agree and approve to the base configuration as well as the terms and conditions as stated in this proposal.

Client Contact: Lauren Klein, Interim Treasurer/Tax Collector

Signature: Lauren Klein **Date:** May 8, 2018

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

ATTACHMENT A4
RTLFIRST Software 8.0 Upgrade Proposal



Client Name: Stanislaus County Treasurer-Tax
Address: 1010 Tenth St. #5700 Modesto, CA 95354
Attention: Dolores Sarenana, Chief Deputy Treasurer
Phone: (209) 525 - 4466
Email Address: sarenanad@stancounty.com
Date: April 18, 2018
RTL Account Manager: Bernadette Padilla

Pricing

Part Number	Description	List Price
	RTLFIRST Software Upgrade Services	
	RTLfiRST Software Base Upgrade to Version 8.0	\$13,000
	System Re-engineering	
	<i>The RTLfiRST Software Upgrade to 8.0 includes System Re-engineering, thus, a Business Process Review document will be provided.</i>	
	FiRSTView Upgrade Services to Version 8.0	
	Partner Special Logic DLL Services	
	Onsite Conversion and Training	
	Solution Grand Total	\$13,000
	Travel Expenses for Onsite Upgrade and Training	\$2,000
	Plus applicable taxes	

Pricing is valid for 30 days from date of proposal

Payment Terms	• 50% of the Project Amount Due at the Time of Order	\$6,500 + tax
	• Remaining 50% of the Project Amount Due upon Installation	\$6,500 + tax
	• 100% of Travel Expenses Due Upon Onsite Installation	\$2,000

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Proposal Notes:

- The newer versions of RTL software are provided at NO cost as part of an active RTL annual support plan.
- RTLFIRST version 8.0 programming and database structure is substantially different from RTLFIRST 7.0. To achieve the upgrade, RTLFIRST 8.0 is installed fresh and configured. RTL recommends that customers contact RTL to do the upgrade. Clients that are extremely proficient with the RTLFIRST configuration and database structure and/or attended training classes may have the ability to perform the upgrade independently. Please note, if a customer chooses the self-upgrade option and requires support for the upgrade, it is not covered under the annual support agreement. Support will be billed at the hourly rate of \$125 per hour.
- Client will be providing new servers and PCs meeting RTL's minimum recommended specifications.
- No Hardware Migration costs are in this proposal.
- For clients using FIRSTView, batches that have already been scanned into RTLFIRST will be archived into FIRSTView. Then FIRSTView must be upgraded to FIRSTView Web Portal, RTL's newest archival/research product, to use with
- RTL *Report Writer Standard* is included in version 8.0 at no additional cost. Should client need customization and programming of reports, the *Report Writer Design Module* will be quoted separately.
- Some clients may determine to stay with version 7.0 and RTL is committed to maintain support for current version for the foreseeable future.
- Standard Services Included with Upgrade to RTLFIRST 8.0 Features:
 - 1) Batch Scan Types – Remove unused Batch Scan Types. Add additional Batch Scan Types which can be accommodated within the existing setup.
 - 2) Stub Fields - A review of the stub fields to identify unused fields and if there should be a change in display in order.
 - 3) Business Rules - A review of the business rules to remove unused business rules. New business rules can be added if they can be added utilizing the standard business rule module.
 - 4) Where applicable, conversion of real-time lookup to utilize the Configurable real-time lookup.
 - 5) Reports – Remove unused reports.
- SYSTEM RE-ENGINEERING
 - 1) The evaluation would identify possible changes to the configuration or additional features to add. Those changes which are part of the "core" product will be implemented with client approval. Changes which are an add-on option or incur additional costs will be added with client signed-off on proposal.
 - 2) Possible changes:
 - a. Recommendation and activation of new RTLFIRST 8.0 features.
 - b. In addition to identifying unused fields and a change in display order, an evaluation will be done to identify additional stub fields which should be added.
 - c. Changes to the system which would allow more items to be scanned through RTLFIRST which were previously handled manually, like payments with donations.
 - d. Implementation of the add-on feature Distribution Manager which allows for the electronic "pulling" of document images into a PDF file for emailing to appropriate departments.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

User Beware

APPENDIX A4

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

- The services quoted herein are based on the approved and signed contract between RTL and client.
- Since our proposal is the existing RTLFIRST solution, RTLFIRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function, screen designs, field requirements, reports, or database design for this project should work or flow. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review of our RTLFIRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow.
- The RTLFIRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.
- Any change in features requested by client is subject to review by RTL design team and may result in additional charges.
- This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.
- RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Should the client want to do otherwise, to install first from test and then to production; then, additional charges apply (to clients without Test Environment).
- RTL is installing the RTLFIRST system to the client's production server. Pre-implementation services include remote install of the system on remittance processing system designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
- The following notes concerned the project timetable.
 - a. Upon award of contract, RTL's Implementation team will work with client to determine official onsite implementation date, should it be included in the proposal. The onsite implementation date will be agreed upon by both client and RTL.
 - b. The client must provide for remote connection to the designated PCs/server to facilitate pre-onsite remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.
 - c. Our project timeline is set for 5-6 weeks for RTLFIRST Version 8.0 and 7.0 Upgrade. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.
 - d. The Business Process Review is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry's "best practices." It is our goal to meet the client's system requirements within the scope of the existing features of the RTLFIRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.
 - e. **Onsite Date Change/Change Fee:** Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:
 - i. Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to pre-onsite)
 - ii. Client provided hardware is not available.
 - iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client's financial institution readiness.)

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit.)

f. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed \$850 per day plus \$150 per day travel costs. This includes:

i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit.

ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client's side

iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in Initial Project Implementation Plan

iv. System changes not requested on original project BPR.

g. Should there be a change in onsite schedule; client is responsible to pay 50% of the project deposit at the time of installation (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.

h. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be scheduled at the next available opening on RTL's project calendar. RTL will try to work with the client as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

• The following notes concern travel details:

a. Travel and other miscellaneous expenses for the duration of project implementation are included in the proposal.

b. Travel Expenses include remote preparation, related implementation as well as optional solutions (supplemental on-site days).

c. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to "postpone" onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are rigid so "extending" their stay may not be an option and a secondary installation visit would be required at a later time. This is beyond RTL's control and would require the client to pay any fees associated with any travel.

The client will be required to pay:

- o \$35/day per diem
- o Airfare (flight change fees or secondary installation visit fare)
- o Lodging
- o Transportation (new or extended car rental fees)

Signature: Lauren Klein

Date: May 8, 2018

Printed Name: Lauren Klein

Title: Interim Treasurer/Tax Collector

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Attachment B
RT Lawrence Corporation License Agreement

This is Attachment B, "RT Lawrence Corporation License Agreement", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between the County of Stanislaus (Client or you) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference. The RTLFIRST™ software program and its related components (RTLFIRST), as set forth in the Agreement is licensed hereunder by RTL to Client (Client) and for use only on the terms set forth herein. Notwithstanding any other provisions herein, this RT Lawrence Corporation License Agreement may only be modified upon mutual written agreement of the parties.

- GRANT OF LICENSE:** Upon full payment for the OPEX Connect Module and Check21 Solution as specified in Attachment A1 and the RTLFIRST Software for the Test Environment System as specified in Attachment A2 of the Agreement, RT Lawrence Corporation grants a perpetual, fully-paid up, non-transferable, and royalty-free license to Client to use RTLFIRST in the ordinary course of business, such use including use by and/or for the benefit of Client's associated companies.
- For purposes of the Agreement, CLIENT's "associated companies" shall include any individual and/or entity which is or shall become affiliated with Client, its parent-shareholders, its subsidiaries, or any Client Company doing business in the state of California. A "Client Company" as used in this Agreement shall mean any entity which has the words "Client" in its name, or any entity controlled by an entity who has "Client" in its name whether said control is exercised by stock ownership, proxies, management agreement or other means. A "Client Company" shall include any organization authorized to use the Client in the state of California.
- You may install the components on the number of computers/workstations as specified in the Purchase Order or Attachment/Schedule, which are attached hereto and incorporated herein by reference. Unauthorized copying of RTLFIRST in whole or in part, and the acquisition and use of unauthorized copies may be both criminal and civil offenses for which RTL may take legal action. RTL has the right to trace serial numbers on programs at any time and in any reasonable manner.
- COPYRIGHT:** RTLFIRST is owned by RTL and is protected by United States copyright laws and international treaty provisions. You must treat RTLFIRST like any other copyrighted material except you may install the different components of RTLFIRST onto different computers or work stations as specified in the Purchase Order and/or Attachment/Schedule. RTL represents and warrants that it has the legal right to grant the license hereunder, and that RTL shall defend, indemnify, and hold CLIENT and its associated companies harmless from any damages, losses or costs arising from RTL's failure to have the lawful right to license RTLFIRST hereunder.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

- ❑ **RESTRICTION:** RTLFIRST contains trade secrets of RTL and to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce RTLFIRST to a human perceivable form. You may not copy, (other than for backup and disaster recovery/business continuity purposes) sublicense, modify, adapt, translate, assign, loan, rent, lease, resell for profit, distribute, network or create derivative works based upon RTLFIRST or any part thereof.
- ❑ **TERMINATION:** This license is effective until terminated. This license will terminate automatically without notice from RTL if you fail to comply with any provision of this license. Upon termination you must destroy RTLFIRST and all copies thereof. You may terminate this License at any time by destroying RTLFIRST and all copies thereof.
- ❑ **LIMITATION OF WARRANTY ON MEDIA:** The media (not the software) is warranted to the original purchaser against defects in material and workmanship under normal use for a period of 90 days from the date of original purchase. Defective media will be replaced when it is returned postage prepaid with a copy of the purchase receipt to RTL. RTL shall have no responsibility to replace or refund the purchase price of media damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES ON THE MEDIA, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO 90 DAYS FROM DATE OF ORIGINAL PURCHASE.
- ❑ **LIMITATION OF REMEDIES AND DAMAGES:** Under no circumstances and under no legal theory, tort, contract, or otherwise, shall RTL, its suppliers or resellers be liable to you or any other person for any indirect, special, incidental, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use RTLFIRST or provision of or failure to provide support services even if RTL has been advised of the possibility of such damages. In no event will RTL be liable for any damages in excess of the amount RTL received from you for a license to RTLFIRST.
- ❑ **GENERAL:** This license agreement contains the sole and exclusive agreement between you and RTL relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by you, but may be specifically amended by the parties in writing.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

**Attachment C
RTLFIRST Software Warranty**

This is Attachment C, "RTLFIRST Software Warranty", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between Client (Client or you) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference.

LIMITED WARRANTY

RTL warrants that the RTLFIRST software product (a) has been fully tested, (b) is not a beta version of the software, and (c) will perform substantially in accordance with the accompanying , then current, RTLFIRST software product manuals from the date of installation and for the duration that Client retains support from RTL.

RTL represents and warrants that it has the legal right to license RTLFIRST hereunder, and that it shall defend, indemnify, and hold Client and its associated companies harmless from any damages, losses, and costs arising from RTL's failure to have the lawful right to license RTLFIRST hereunder.

NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, RTL and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

**Attachment D
RTLFIRST Annual Support Agreement**

This is Attachment D, "RTLFIRST Annual Support Agreement" shall have a one (1) year term effective upon mutual execution of the Agreement, and may be renewed for additional one (1) year term(s) upon written agreement of the parties. RTL shall provide sixty (60) days written notice prior to the expiration of the term and any renewal thereafter as to client's right to renew the term. The charge for any such renewal shall not increase from the actual amount charged in the immediately preceding term by no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFIRST software product only.

RTL shall provide the support set forth herein, in a competent, professional and timely manner in accordance with industry standards. RTL's Annual Support includes the provision of upgrades and update features but the client is expected to apply the upgrades and updates on their own. Services to install upgrades and updates are not part of the Annual Support Services, in accordance with the industry standard.

PHONE SUPPORT & REMOTE COMPUTER ACCESS

RTL technical staff is available to provide support on RTL software via phone and remote access. RTL support services require remote access connection to client's computers where the RTL software is installed so that RTL technical staff can connect via remote access software into the client's workstation. RTL requires an internet-based connection. RTL will work with client's IT or Security Department to ensure that such connectivity is established under the client's IT or security guidelines. **RTL technical support does not include or cover on-site or remote upgrade installation and conversion services.** If such services are requested by the client, RTL will provide, in advance, an On-site and/or Remote Upgrade Service price proposal for client's approval.

Hours:

Monday Through Friday, 8AM-8PM Eastern Time/5AM-5PM Pacific Time, excluding holidays recognized by RTL. Requests for support at other hours will be available only as mutually agreed upon and will be charged at RTL's then current overtime and/or holiday rates.

Response Time:

For urgent items – within one hour receipt of notice

User Beware:

If the client did not receive any confirmation, they must call the Technical Support Coordinator to confirm that their request was received. We commit to respond in accordance to the "Responsiveness" stated above but it does not mean that the problem(s) can be or will be resolved in the time range specified herein.

CLIENT'S RESPONSIBILITIES

The client must provide remote access capability in accordance with guidelines provided for remote access connection. The Technical Services Group will provide these guidelines at the beginning of the project or issue updates as needed to provide quality support. Please note that it is critical for RTL to be able to perform its solution installation and setup smoothly and to provide adequate support via the use of remote access. If this capability is not offered by the Client, RTL cannot and will not be held responsible for the unsuccessful and untimely implementation and inadequate support of the solution. There will be substantial charges billed to the client for services which could have been offered via remote access and phone support versus on-site, but because the client did not provide remote access, the burden of additional investment in time, resources and travel was placed on RTL.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

LIMITATIONS:

No other warranty, expressed or implied, shall apply to the parts and services provided under this Agreement, including any warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed. In no event will RTL be liable for any special, direct, indirect, incidental or consequential damages of any kind including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused. In no event will RTL's liability exceed the annual price paid by the customer under this Agreement.

RTL is committed to work side-by-side with our Client's designated technical staff to ensure that the end users of our solutions are supported in a timely and appropriate manner. To accomplish this goal, we have established certain guidelines to assist our Client's staff in navigating through this seemingly nebulous relationship or gray area.

Herein we attempt to define when RTL will ONLY serve a limited auxiliary or advisory role to our client's staff without jeopardizing our commitment to Care about our Client's needs. Please note that the situations outlined here do not comprehensively list all the situations when RTL will serve in a limited auxiliary role.

Services that are generally considered "additional"

As clients use our solutions, they generally find new applications for the solution. Many times the solution can easily be extended to other applications requiring only phone discussions and guidance from RTL. However, there are situations where a substantial amount of time or expertise is required to set up the solution properly.

For instance, the client may want to set up a new "template" or substantially revise an existing template within the forms processing module. The task may involve a re-design of the form template, changes to the output database, modification to the imaging module, testing, and policy and procedural changes. In this example, the scope of RTL support services includes our availability to answer specific questions that the client may have. But RTL's support services do not include "doing the work" on the client's behalf. These services are considered to be chargeable additional work. Moreover, in this example, if a major problem (e.g., database corruption and major destruction to a previously working solution) arises that would require many hours of "fixing", RTL's support role would be auxiliary and not primary. However, the client can elect to pay for these additional RTL services.

Please note that the example cited above is meant to illustrate the circumstances under which RTL support services do not apply. There is no way to cite every possible situation. In general, "changes" and/or "additions", which may have at times, associated negative consequences to the solutions are the client's responsibilities.

Excessive changes to the solution environment

As time goes by, RTL anticipates our clients' need to upgrade and/or change their system environments. In the event that problems occur to our solution while the clients upgrade their systems, we will be available to assist and provide guidance. We recommend that our clients discuss their upgrade plans with us in advance to minimize and safeguard against the possibility of running into problems, even though, we do not always have the fore-knowledge of the upgrade's compatibility and/or ramifications.

However, in order for RTL to effectively run and manage our support programs while providing high quality service at the lowest cost possible, we need to safeguard ourselves from substantial involvement in problems caused by excessive and frequent system changes. Please note that our support services are auxiliary in a frequently changing environment and RTL will notify the client when circumstances deem themselves as such.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Neglects, Tampering, and Physical Damage

Systems require ongoing housekeeping and maintenance. Some of these functions include, but are not limited to, frequent and routine backups, monitoring and management of storage space and other resources, preparation for disaster recovery, and database optimization. If the system is neglected by the client or if the system has been tampered with (e.g. attempts to change database structures or mass updates of the databases via the use of other programs have been tried), the extent of RTL support services does not cover or include services to "fix" any problems that may have resulted from such neglect or tampering. RTL's role will be auxiliary and RTL staff will answer specific questions that the client may have, but support services do not include "doing the fixing".

However, chargeable additional services are available as an option. Please note that problems caused by a client's major change to the solution, or components thereof, are considered tampering. For instance, items that are considered tampering include, but are not limited to: (1) changes to source code, INI files, and other setup files; in rare RTL's authorized occasions, the clients have legitimate access to the solution's source code; (2) changes to the database structure without prior discussion and RTL's consent; (3) substantial changes to the database information in ways that affect the integrity of the database as well as of the data being stored. If changes such as the ones stated above are made by the client, RTL cannot be held responsible to support and troubleshoot problems unless specifically agreed upon by RTL to cover those changes. The agreement must be specific and not a mere general consent to support.

General System "housekeeping" and administrative functions

Services are catered to offer quality and cost effective management of problems. Even though our solutions are designed to generally work on computers and networks, our services do not include the housekeeping and administration of the computers and networks themselves. For instance, if our solution does not function due to problems with the computer or the network, it is our responsibility to work with the client to get the solution back up and running AFTER the client resolves the general computer and network problems. Our services also does not include ongoing necessary administrative functions such as backups, making of CDs, duplication of CDs, and moving of files to-and-from different storage media.

Please be advised that even though the client may purchase the network file server and the workstations from RTL, it does not mean that RTL support services cover general network and workstation housekeeping and administration. It would only be true if the client has specifically asked for these services and RTL included these additional support services in its agreement/contract with the client.

Items that are not purchased from RTL and items without support services subscription

RTL regrets that problems related to or problems caused by or included in RTL's support plan items that are not covered cannot be supported. Please note that in rare occasions items that are not covered by our support can adversely affect the parts of the solution that are supported by us. In those circumstances, RTL's role will be auxiliary and the extent of RTL assistance will only be to answer specific questions, NOT to "do the fixing".

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Scope of database repair services

Infrequently, databases get corrupted for various reasons. In such instances, RTL will work closely with the client to resolve the problem unless the corruption is due to situations not specifically covered by RTL's support plan which then, RTL will only be available auxiliary to answer questions. Generally, database repair services are carried out in the following sequence: (1) Database repair programs will be executed by the client's MIS staff with RTL's phone and remote access support; (2) if the problem cannot be resolved after numerous tries, the database may be sent to RTL for closer examination and repair; (3) rarely, but possibly, the final step would be to restore from backup tapes the last version of the database. Please note that if recent backup tapes were not available, it would be considered administrative negligence on the client's part.

Data Conversion Due To Upgrades

Warranty and support plans for some, but not all of the software components in our solution include upgrades. Please note that in some major upgrade cases, databases require conversion and our support services do not cover conversion. It is considered chargeable additional services.

In order to maintain the level of responsiveness granted to each client, however, RTL has established a small amount of "courtesy services" to assist clients when the situation is out of the service scope. This enables our support staff to respond quickly without having to wait for client issuance of purchase orders or payments for out-of-scope services. When the annually allotted "courtesy services" have been accrued for the year, the client can elect to pre-purchase additional services.

Generally prior to an out-of-scope service and if "courtesy services" are still available, RTL will verbally notify the client that the services are considered to be out-of-scope, but will still be provided by RTL as a "courtesy". After the resolution of the problem, the client will receive a written notice regarding the number of courtesy hours spent. However, sometimes the nature of the call does not allow for the advance notifications of an out-of-scope situation, thus, clients are notified afterwards.

Please note that when RTL begins the offering of a courtesy call and in the middle of the process realizes that the extent and the complexity of the matter are substantially beyond what RTL can do within the courtesy budget, the client will immediately be informed and asked to decide on whether to proceed and be billed for RTL services or to not render RTL services leaving the client to continue the process on their own.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

RTLFIRST Annual Support Agreement			
Severity Level	Definition	Affected Users	Customer Priority
Severity 1	The Product* is not working, a significant function of the Product* is not properly working or a significant number of Client users are unable to access or use some functionality. There is or, if the problem is not promptly remedied, is likely to be a significant impact to Client's business.	Multiple	High: Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.
Severity 2	Functionality of the Product* is impaired or some Client users are unable to access or use some functionality. There is some impact to Client's business.	Multiple or single	Medium: Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use reasonable and continuous efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.
Severity 3	Low impact to Client users of the Product*.	Multiple or single	Low: Response and Fix Time: RTL will respond to Priority 3 problems within four (4) hours after Client's report of such problem or RTL's detection of such problem, whichever is earlier, during Client's regular business hours (or on the next business day, if the problem is reported outside of Client's regular business hours). RTL will fix Priority 3 problems no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier, and if an acceptable workaround is provided, will provide a permanent fix of the Priority 3 problem in the next upgrade or update.

**Please take note that the "Product" stated herein, refers to RTLFIRST Software. The Hardware support agreement is dependent on the Hardware provider.*

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Attachment E

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to **require complete, certified copies** of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of Insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com



Where Technology Meets Payments

Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: JOHN PHILLIPS Date: 5/2/18

Signature: [Signature] Date: _____

Vendor Name: RT LAWRENCE CORP.

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: [Signature] Date: 4/12/2018

RT Lawrence Corporation

7740 Painter Avenue, Suite 100 * Whittier, CA 90602 * Ph: 562.696.4843 * Fax: 866.330.3495
www.rtlawrence.com

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Balance Type Budget
 Data Access Set County of Stanislaus

Ledger * List - Text: County of Stanislaus
 Budget List - Text: LEGAL BUDGET
 Category * List - Text: Budget - Upload
 Source * List - Text: TTC TR DS
 Currency * List - Text: USD
 Period List - Text: MAY-18
 Batch Name Text:
 Journal Name Text: TTC DS JV 00011 05/08/18
 Journal Description Text: 2017-2018 Board Item Adjustment
 Journal Reference Text: Remittance Processor System
 Organization List - Text: Stanislaus Budget Org
 Chart Of Accounts Accounting Flexfield

DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 DO NOT CHANGE
 ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
 DO NOT CHANGE
 DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
		0100	0030400	62860	0000000	000000	000000	00000	3,450.00	inc office equipment	
		0100	0030400	62861	0000000	000000	000000	00000	2,000.00	inc computer equip	
		0100	0030400	67040	0000000	000000	000000	00000	2,000.00	inc other travel expense	
		0100	0030400	74130	0000000	000000	000000	00000	4,250.00	inc data proc serv	
		0100	0030400	82770	0000000	000000	000000	00000	23,300.00	inc comp software assets	
		0100	0030400	17000	0000000	000000	000000	00000		35,000.00 inc interest-pool only	
Totals:									35,000.00	35,000.00	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: RTL Remittance Processor System Approval
 Board Agenda Item 5-8-2018

Requesting Department		CEO	Data Entry	Auditors Office Only	
Dolores Sarenana		Tina Rocha		Melody Bughi	
Prepared by		Supervisor's Approval	Keyed by	Prepared By	Approved By
	5/3/2018	5/3/2018			5/3/2018
Date		Date	Date	Date	Date