

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN COUNTY
OF LAKE AND RT LAWRENCE CORPORATION**

This Amendment Number 1 to the agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County" and RT Lawrence Corporation, hereinafter referred to as "Contractor", collectively referred to as the "parties".

WHEREAS, County and Contractor have entered in an agreement on June 6, 2023, and;

WHEREAS, Exhibit A, "Scope of Services," of the Agreement must be amended to add the RTLFirst Software 8.0 Upgrade Proposal costs, at an additional cost of \$14,300.00.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

Exhibit A – Scope of Services, Section 1 of the Agreement is hereby amended as follows:

Contractor shall provide payment processing professional services as quoted in the attached (1) "RTL Annual Cost Option for Remittance Processing Services and Lockbox Services Combined" and further detailed in in the attached (2) "Lockbox Services Proposal". Contractor shall further provide the services described in the attached (3) "RTLFirst Software 8.0 Upgrade Proposal."

Except as otherwise provided herein in this Amendment Number 1, the parties agree that all other terms and conditions of the Agreement shall remain in full force and effect.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Wingloon Lawrence Tong,
RT Lawrence Corporation

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

RTLfiRST Software 8.0 Upgrade Proposal



Client Name: Lake County Tax Collector, CA
Address: 2nd Floor Room 215 Lakeport, CA 95453
Attention: Patrick Sullivan
Date: February 3, 2023
RTL Account Manager: Bernadette Padilla

Pricing

Part Number	Description	List Price	Annual Support
	RTLfiRST Software Upgrade Services		
	RTLfiRST Software Base Upgrade to Version 8.0	\$14,300.00	N/A
	System Re-engineering		N/A
	<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		N/A
	Partner Special Logic DLL Services		N/A
	Remote Conversion and Training		
	Solution Grand Total	\$14,300.00	\$0.00
	Travel Expenses *(See below travel notes)		
	Plus applicable taxes		

Pricing is valid for 30 days from the date of Proposal

Payment Terms

- 50% of the Project Amount Due at the Time of Order \$7,150.00 + tax
- 50% of the Project Amount Due at the Time of Installation \$7,150.00 + tax

Proposal Notes:

- 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.
- 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 RTLFIRST 8.0.
- RTL's *Standard Report Writer* 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.

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. Test Environment System is NOT included in the above quoted solution.
- RTL is installing the RTLFIRST system to the client's production server. Pre-implementation services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to remote installation on client end.
- 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. A Project Implementation Plan for an overview, installation and milestones will be provided during the kick-off meeting between RTL and Client. The onsite implementation date, if there'll be any onsite, will be agreed upon by both client and RTL.
 - b. This project and its pricing are for one continuous project lasting approximately 8-10 weeks. Unless explicitly agreed upon by RTL and client before the start of the project, there will be additional costs to the client if the project is broken up into phases such as when most of the deliverables are implemented within the initial project timeline then continued for completion 6 months later (for example) due to client related reasons. Any feature NOT installed at the initial time of deployment will NOT be included without extra cost. If RTL has substantially completed its portion of the project and customer, for any reason, is NOT ready to complete the project and go live; then, all remaining payments (no matter the payment terms) shall be immediately due. Any deviation from this must be in writing, signed by the customer and RTL.
 - c. The client must provide for remote connection to the designated PCs/server to facilitate 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.
 - d. Our project timeline is set for 10 weeks assuming that hardware arrives in the 6th week. 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.
 - e. The Business Process Review (as described in the proposal) 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 "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.

Appendix A continued...

f. Onsite Date Change/Change Fee: Should there onsite and 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 onsite date).
- 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's readiness).
- 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).

g. Upon onsite installation (if there's any), 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.

h. Should there onsite and 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.

i. Should there be onsite and a 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 slotted at the next available opening on RTL's project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

• The following are notes concerning the Travel Details:

a. Travel: *Travel expenses will only be charged if the client elects to have onsite training instead of remote. Since the start of the COVID Pandemic, RTL has implemented new safety standards. Besides the changes in our own office, we are strongly recommending that training be conducted remotely via web conference.

b. 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 pre-arranged to meet other clients' needs hence "extending" their stay may not be an option and a secondary installation visit would be required at a later time. When that happens, we will provide a price quotation for your approval which would include additional travel and onsite services cost at rates already mentioned herein, in the above bullet points.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

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, 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.