

RT Lawrence Corporation
Remittance Processing System for Imaging and Processing
of Property Tax Payments

AGREEMENT FOR SERVICES #9342

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and RT Lawrence Corporation, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 7740 Painter Avenue, Suite 100, Whittier, California 90602, and whose Agent for Service of Process is Wingloon Lawrence Tong, 7740 Painter Avenue, Suite 100, Whittier, California 90602, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to provide a Remittance Processing System for imaging and processing property tax payments;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that these services require specialty skills and qualifications not expressly identified in County classifications in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked “RTLFIRST Annual Support Agreement,” incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor’s own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire in one year from that date.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within thirty (30) days following County’s receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked “OPEX Falcon+ RED, OPEX Connect and RTL Services Proposal,” incorporated herein and made by reference a part hereto.

The total amount of this Agreement shall not exceed \$150,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Treasurer-Tax Collector
360 Fair Lane
Placerville, California 95667
Attn.: Julia Tate
Assistant Treasurer-Tax Collector

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Treasurer-Tax Collector's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the

provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and
 - b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the

Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
- b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 - c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in

whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Treasurer-Tax Collector
360 Fair Lane
Placerville, CA 95667
ATTN: Julia Tate, Assistant Treasurer-Tax Collector

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Michele Weimer
Procurement and Contracts Manager

Notices to Contractor shall be addressed as follows:

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
ATTN: John Phillips, COO/Director of Payment Solutions

or to such other location as the Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall

notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy; Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultants within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for

employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code sections 12990 and Title 2, California Code of Regulations, section 11102.

ARTICLE XXI

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Julia Tate, Assistant Treasurer-Tax Collector, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVIII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

No Third-Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Board of Supervisors
"County"

-- CONTRACTOR --

RT Lawrence Corporate
A California Corporation

By: _____ Dated: _____
Wingloon Lawrence Tong
President/CEO
"Contractor"

By: _____ Dated: _____
Ravi Samtani
Corporate Secretary

EXHIBIT "A"

RTLFIRST Annual Support Agreement

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. Client, as stated herein, refers to County of El Dorado.

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 RTL Technical Support Coordinator to confirm that their request was received. RTL will 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 RTL 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.

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. In the event that additional charges would be applied, RTL must notify the Client and receive Client authorization before proceeding with the "additional" 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.

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 do 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".

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.

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 RTL User Beware

EXHIBIT A - APPENDIX A

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.

- The proposal outlined in Exhibit B 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 and not just for a few. 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.
- Exhibit B 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 may apply in building a Test Server Environment.
- 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 onsite installation.
- The following notes concerned the **Project Timetable**:
 - a. Upon execution of contract, RTL's Solutions Engineer will work with client to determine official onsite implementation date (if needed or requested). Please refer to the "sample" Project Implementation Plan for a general overview, installation and milestones. The onsite implementation date will be agreed upon by both client and RTL.
 - b. This project and its pricing are for one continuous project lasting approximately 12-14 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 may be included with 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, as an amendment to the original contract.
 - c. 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.

- d. Our project timeline is set for 12-14 weeks assuming that hardware delivery arrives in week 8. 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. **Project Timeline Adjustment** – Should the client seek to pause or put their project on hold due to reasons unrelated to RTL, payment of all fees must be made. Upon receipt of the full payment, RTL will prioritize rescheduling as soon as possible once the client expresses interest in resuming.
 - i. Should there be changes to the project timeline for reasons unrelated to RTL, full payment of the project fees is required under certain circumstances. Such circumstances include but are not limited to:
 - 1. Client's request to change the schedule exceeding 4 weeks from the timeline established in the business solution implementation plan (BSIP).
 - 2. Client provided hardware is not available.
 - 3. The bank used by the client is not ready. (Except if RTL is notified 30 days prior to installation of the readiness of the client's financial institution.)
 - 4. Postponement of the project timeline due to the client failing to meet the milestones set on the BSIP.
 - ii. Should the project timeline need to be re-scheduled; the client may have to wait for the next available opening on RTL's project calendar. RTL will try to accommodate the client as promptly as possible. However, please be mindful that openings can range from 1-12 weeks.
- f. The Business Process Review (BPR) (as described in Exhibit B) 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.
- g. **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 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).
- h. 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.
 - i. 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 Exhibit B for specific payment terms.
 - j. 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 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 notes concerned **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.

**OPEX Falcon+ RED, OPEX Connect
and RTL Services Proposal**



Client Name: County of El Dorado Treasurer-Tax Collector
Address: 360 Fair Lane, Placerville, CA 95667
Attention: Julia D. Tate
Date: December 19, 2024
RTL Account Manager: Bernadette Padilla

Exhibit "B"

Pricing

Part Number	Description		List Price	Annual Support
Hardware				
OPX-FCN	OPEX Falcon+ RED Scanner (with 3 bins)	1	\$52,700.00	\$9,490.00
OPX-Win10PC	FalconV+ Computer (Windows 11 Pro 64 Bit w Bitlocker)	1	Incl	N/A
OPX-MICR	MICR+ (Plus): Includes MICR Reader and Image Edge	1	\$5,725.00	\$975.00
OPX-RSP	Audit Trail Printer - Rear	1	\$775.00	N/A
OPX-SCNLK	ScanLink Software	1	\$1,770.00	\$470.00
OPX-M72	OPEX Model 72 Extractor with Top Milling Cutter	1	\$38,000.00	\$3,415.00
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	
	Sub-Total		\$98,970.00	\$14,350.00
RTLFIRST Software				
OPX-02	Opex Connect - Process Module for Falcon+ Scanner	1	\$6,000.00	**
	Sub-Total		\$6,000.00	\$0.00
RTL Services				
	Business Process Review*		\$3,000.00	N/A
	Planning, Implementation, Installation and Testing		\$3,000.00	\$0.00
	Sub-Total			
	Trade-in Discount for Existing OPEX Scanner		-\$3,500.00	
	Applicable Sales Tax (8.25%)		\$8,165.03	
	Approximate Delivery and Freight Charges***	1	\$3,000.00	
	Grand Total		\$115,635.03	\$14,350.00

Payment Terms

	Amount	Sales Tax
• 100% of Hardware Amount & Freight NET 30 upon Hardware Delivery	\$98,470.00	\$8,165.03
• 100% of Software and Services NET 30 upon Installation	\$9,000.00	
• 100% of the Annual Support NET 30 upon Installation	\$14,350.00	

OPEX Notes: Please note that the OPEX Scanner's 1st Year Support is billed through RTL. As per OPEX new policy, 2nd Year Support onwards will be billed by OPEX directly.

Proposal Notes

* **Business Process Review (BPR):** The BPR is critical in the implementation process. This collective review and analysis sets the foundation for the project. This highly involved assessment allows the creation of the technical blueprint which will act as the guide to your process and the implementation/rollout. The main purpose of this process is to understand your existing environment and our highly trained team will deliver a re-engineered streamlined business process that benefit the client and meet, and usually exceed their requirements on operational process improvements. During the Business Process Review (BPR), a business process expert will analyze the client's entire process of accepting and posting payments. He (or she) will utilize RTL's extensive knowledge and experience with Best Practices to make recommendations about how to improve the process. He will also help the client understand the reengineered process. He will then document all parts of the process so the technical experts at RTL can configure the software to match the client's system. All of the results will be documented in a document to be shared with the client. The BPR is vital in delivering "intelligent BUSINESS solutions" to the client.

- ****Current Annual Support on the OPEX Connect- Process Module will remain.**
- **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.
- **Hardware Support:** Please note that the OPEX scanner's annual support for the 2nd year will be directly billed by OPEX one year after scanner delivery and installation. Payments for OPEX scanner maintenance after the first year will be billed by and paid to Opex directly.
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **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 quoted.
- **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.
- **OPEX Programming of Jobs.** Pricing includes the programming of three (3) jobs by Opex personnel. Additional jobs can be programmed at a rate of \$215 per job.
- **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: ***** These are estimated freight charges and are subject to change without notice. The actual freight charges will be determined on the actual date of payment, which may be higher or lower than the freight costs listed in this proposal. There will be an additional fee if a lift gate is required.

Exhibit “C”

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively “Officer”). It is the Contractor’s responsibility to confirm the appropriate “Officer” and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

RT Lawrence Corporation

Type or write name of company

Signature of authorized individual

Wingloon Lawrence Tong

Type or write name of authorized individual