

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
November 24, 2020
Regular Meeting - 9:30 to 10:45 AM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the November 10, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Billing and Licensing Department

SUBJECT: Agreements with Elavon for Credit Card Merchant Services. (5/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council ratify the three-year agreements A-8268 (for over the counter non-utility payments), A-8269 (for over the counter utility payments) and A-8270 (for online payments) between Elavon, Inc. and the City of Oxnard for credit card merchant services in the amount of \$954,000.

Contact: Eden Alomeri, (805) 385-7811

2. Finance Department

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION: That the Finance and Governance Committee provide feedback on a proposed amendment to the City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance, and authorize staff to present the item to City Council.

Contact: Kevin Riper, (805) 385-7475

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
November 10, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 9:31 a.m., Chair Flynn called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Vianey Lopez, Bert E. Perello, and Chair Tim Flynn were present via videoconference.

Staff members present were Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Alexander Nguyen, City Manager; Kevin Riper, Chief Financial Officer; Thien Ng, Assistant Public Works Director; Alexander Hamilton, Interim Fire Chief; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (Parks Master Plan).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance and Governance Committee approve the minutes of the October 27, 2020 regular meeting as presented.

It was moved by Member Lopez, seconded by Member Perello, to approve the minutes as presented.
VOTE: Flynn, Lopez, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Finance Department

1. SUBJECT: 2020 Water Revenue Bonds.

RECOMMENDATION: That the Finance and Governance Committee recommend:

1. That the City Council adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed \$35,000,000 in one or more series as federally tax-exempt and taxable bonds, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto; and
2. That the Board of Directors of the City of Oxnard Financing Authority adopt a resolution approving an installment purchase agreement, indenture of trust, a continuing disclosure agreement, an escrow agreement, and a bond purchase agreement with respect

to the issuance of bonds in an aggregate principal amount not to exceed \$35,000,000 in one or more series as federally tax-exempt and taxable bonds, appointing a trustee, approving a preliminary official statement and authorizing preparation of a final official statement and other matters pertaining thereto.

The Chief Financial Officer introduced Craig Hill of NHA Advisors, who gave a report. Public comments were received from James Aragon, Lawrence Stein, and James Lavery. Discussion ensued among the Committee, staff, and Mr. Hill.

It was moved by Member Perello, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Flynn, Lopez, and Perello voted in favor; the motion carried 3-0.

Fire Department

2. SUBJECT: Ventura County COVID-19 City Assistance Program.

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council adopt a resolution ratifying the Subrecipient Agreement between Ventura County and the City of Oxnard for Coronavirus Relief Funds (CRF), and authorizing and approving the execution and submittal by the City Manager or designee of any additional agreements, forms and documentation that may be required regarding the City's allocation of such funds.

The Interim Fire Chief gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Lopez, seconded by Chair Flynn, to approve the recommended action as presented. VOTE: Flynn, Lopez, and Perello voted in favor; the motion carried 3-0.

City Manager Department

3. SUBJECT: Contract for On-Call Internal Auditing Services.

RECOMMENDATION: That the Finance and Governance Committee recommend the Council approve a \$25,000 contract for on-call internal auditing services with Vasquez & Company LLP.

The Deputy City Manager gave a report. Public comments were received from James Aragon and James Lavery. Discussion ensued among the Committee and staff.

It was moved by Member Perello, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Flynn, Lopez, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Perello requested a future item on campaign sign regulations and a review of enforcement costs. Chair Flynn suggested a review of priority-based budgeting and that the Council take greater involvement in the city's budgeting process.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Flynn adjourned the meeting at 10:51 a.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Chair



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: November 24, 2020

TO: Finance & Governance Committee

FROM: Eden Alomeri, Assistant City Treasurer, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Agreements with Elavon for Credit Card Merchant Services. (5/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend the City Council ratify the three-year agreements A-8268 (for over the counter non-utility payments), A-8269 (for over the counter utility payments) and A-8270 (for online payments) between Elavon, Inc. and the City of Oxnard for credit card merchant services in the amount of \$954,000.

BACKGROUND

In late July 2020, our current enterprise resource planning (ERP) provider Central Square notified our IT Department that the product called Transaction Manager is sunsetting on December 31, 2020. Transaction Manager works as the "gateway" to allow collection of credit card payments from our customers (such as our utility ratepayers) over the counter and online via Click2Gov. The gateway accepts and forwards the transaction to the credit card processor, currently Bank of America, which checks for ample funding with the issuer bank.

Every year, the City receives credit card payments of approximately \$48,000,000 from utility customers and \$18,000,000 from non-utility customers. It is critical to find a replacement for Transaction Manager.

DISCUSSION

Central Square recommended we replace both the gateway and processor with a product called Paya. Further staff research yielded another option: Paymentus as gateway with Elavon as processor. While there may be other options, these two are the only ones that staff is confident integrate with Central Square.

Evaluation of the two candidates yielded the following results:

	CURRENT	CANDIDATE 1	CANDIDATE 2
Sample month: July 2020	Transaction Manager/ Bank of America	PAYA	PAYMENTUS/ELAVON
Cost of online payments	23,739.00	23,779.00	22,947.00
Cost of over the counter payments	711.73	1,500.00	520.00
Total per month	24,450.73	25,279.00	23,467.00
Monthly savings		(828.27)	983.73
Other considerations:			
Integration with Click2gov		✓	✓
Integration with Central Square		✓	✓
Integration with Tyler Munis		?	Preferred
Integration with Auto Pay		?	✓
Integrations with IVR		?	✓
Integration cost of \$3,500			Waived
Implementation cost of 20 hours			Not needed
Review from City of Leesburg			Positive

The implementation period could take up to 60 days and must be completed by December 31, 2020. The agreement with Paymentus will cost \$57,098 annually and thus is within the authority of the Purchasing Manager. However, the three agreements with Elavon collectively cost \$318,000, so they are not within staff's authority. Due to time constraints, and pursuant to Oxnard City Code section 4-75 regarding an immediate need, the Mayor and City Manager co-executed the Elavon agreements in order for the staff to commence the integration process. These agreements now require Council ratification.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 4. Implement a "one stop shop" effort at the City's Service Center.

FINANCIAL IMPACT

The three agreements with Elavon will cost a total of \$318,000 annually. The agreement with Paymentus will cost \$57,098 annually. These amounts are included in the FY 2020-2021 budget under Bank Charges for Fund 101 and 725.

The agreements will bring cost savings to the City of about \$12,000 annually.

Prepared by: Eden Alomeri, Assistant City Treasurer

ATTACHMENTS

1. A-8268
2. A-8269
3. A-8270
4. 11.24.20 Merchant Services Presentation

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION		
◆ DBA NAME: CITY OF OXNARD PAYMENT			
CONTACT NAME: EDEN ALOMERI MARTHA GUERRA			
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 214 SOUTH C STREET			
DBA ADDRESS 2: C2G OTC MISC PAYMENTS			
◆ CITY: OXNARD		◆ STATE CA	◆ ZIP CODE: 93030
◆ DBA PHONE #: 805-385-7811		DBA FAX #: 805-385-7865	
DATE FOUNDED: 1903		MOBILE PHONE #:	
◆ EMAIL ADDRESS: eden.alomeri@oxnard.org			
CIP EXEMPTION: US State Local Govt			
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)		
☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:		CITY:	STATE: ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
STATEMENTS: ☒ DBA OR ☐ MAILING OR ☐ W-9		AUTO SEND: ☒ YES ☐ NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@oxnard.org OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING			
CHARGEBACKS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@oxnard.org OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING			
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ ☒ OFFICER ☐ MANAGER ☐ AUTHORIZED REPRESENTATIVE ☐ OTHER:			
◆ FIRST NAME: EDEN		MN:	◆ LAST NAME: ALOMERI
◆ TITLE: ASST CITY TREASURER DIR. REVENUE AND LICENSING		◆ US PERSON: YES	
▶ CONTACT ADDRESS (NO PO BOX): 214 SOUTH C STREET		▶ ADDRESS TYPE: BUSINESS	
▶ CITY: OXNARD		▶ STATE: CA	▶ ZIP CODE: 93030
▶ DOB: XX-XX-XXXX		CONTACT PHONE #: 805-385-7811	
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT ☐ FEDERAL ☐ STATE ☒ LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER COMPANY INFORMATION			
◆ AVERAGE SALE AMOUNT: \$ 1,000		☐ CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)
◆ HIGH SALE AMOUNT: \$ 20,000		☐ CARD NOT PRESENT 100%	CARD PRESENT 80 %
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		☐ INTERNET 100%	CARD NOT PRESENT* 20 %
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 125,000		☒ OMNI COMMERCE	INTERNET * 0 %
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 1,500,000		▶ INTERNET : PRODUCT WEBSITE:	
◆ INDUSTRY TYPE: RETAIL		▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: 805-385-7816 ▶ PREVIOUS PROCESSOR: Bank of America	
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Building permits, taxes, license payments			
SPECIAL PROGRAM MCC ONLY: 9399			
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? If NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)			
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
☐ JANUARY	☐ FEBRUARY	☐ MARCH	☐ APRIL
☐ JULY	☐ AUGUST	☐ SEPTEMBER	☐ OCTOBER
		☐ MAY	☐ JUNE
		☐ NOVEMBER	☐ DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME: BANK OF AMERICA		◆ ABA/ROUTING #: 1210003058	◆ DDA ACCOUNT #: XXXXXXXX047
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:	DDA ACCOUNT #:
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:	DDA ACCOUNT #:
FUNDING OPTIONS:		MONTHLY FEE \$	TAPE ID (OPT):

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)								PRICING CATEGORY	
☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT ☐ PIN DEBIT ☐ PINLESS DEBIT ☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) ☒ VISA CREDIT ☒ VISA DEBIT ☒ MC CREDIT ☒ MC DEBIT ☒ DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) ☐ UNIONPAY ☐ AMEX ☐ PIN DEBIT ☐ PINLESS DEBIT								☐ RETAIL ☒ MO/TO / INTERNET ☐ RESTAURANT ☐ ARU ☐ LODGING ☐ OMNI COMMERCE (TIERED & EICP ONLY) ☐ SUPERMARKET	
PRICING INFORMATION						FEES			
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE)**		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION	\$ 0
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING	\$ 0
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)	\$ 0
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM	\$ 25
	NON QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)	\$ 25
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)	\$ 20
	OPT. ☐ CHECK CARD ☐ SPRMKT ☐ QPS/SMALL TKT						OTHER:		\$
	OPT. REWARDS						STATEMENT: ☐ ELECTRONIC OR ☒ PAPER		MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)
OPT. COMMERCIAL CARD						RUSH SHIPMENT		\$ 0	
INTERCHANGE PLUS		0.05 %	\$ 0	%	\$	%	\$	OTHER:	\$
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE									
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$						
	QUALIFIED	%	\$	%	\$	%	\$		
	REWARDS QUALIFIED	%	\$			AUTHORIZATIONS			
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$ 0.85
	COMMERCIAL NON QUALIFIED	%	\$			MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$ 0.85
FIXED - PRICING PGM:		%	\$	%	\$	DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$ 0.85
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN/PINLESS DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE						UNIONPAY (PER AUTH)	\$	VOICE BANK REF (PER AUTH)	\$ 0.85
						AMEX OPT BLUE (PER AUTH)	\$		
						SECURITY PROGRAMS			
SECURITY PROGRAM (PER MONTH): ▶ PCI Basic						PIN/PINLESS DEBIT (PER AUTH)		\$	
Please see pricing for the Security Program you have selected in the Company Representations and Certifications below.						INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX)		0.40 %	
OTHER CARD TYPES EXISTING									
AMEX SE # (10 DIGITS):		PER AUTH: \$		EBT SE # (7 DIGITS):		PER AUTH: \$			
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)									
☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS ☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE									
INDUSTRY TYPE:									
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)									
TIERED	RATE		PER ITEM		ENHANCED IC PLUS	RATE		PER ITEM	
QUALIFIED	%		\$		QUALIFIED	%		\$	
MID QUALIFIED	%		\$		MID QUALIFIED	%		\$	
NON QUALIFIED	%		\$		NON QUALIFIED	%		\$	
INTERCHANGE PLUS		%		\$					

POINT OF SALE (EQUIPMENT OR SOFTWARE)										
NETWORK: ☒ ELAVON ☐ OTHER							☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:			
VAR SERVICE PROVIDER (HOSTED): Viaconnex				VAR (DISTRIBUTED):		VENDOR: Paymentus		PRODUCT: Click2Gov		VERSION: n/a
# of TIDs 1			TID TYPE OMNI ONLY:				# of TIDs		TID TYPE OMNI ONLY:	
							PURCHASE/SETUP		SOFTWARE/WIRELESS	
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT										
Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.										
ADDITIONAL POS SERVICES:		DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
							\$	\$	\$	\$
							\$	\$	\$	\$
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)										
☐ RETAIL (AUTO CLOSE DEFAULT)		☐ QUICK CLOSE		☐ STORE AND FORWARD		☐ NO SIGNATURE		☐ CONTACTLESS (+ NO SIGNATURE)		
☐ RESTAURANT (QUICK CLOSE DEFAULT)		TIP FUNCTION (DEFAULT)		☐ FINE DINING		☐ TAB FUNCTION				
☐ CARD NOT PRESENT (AUTO CLOSE DEFAULT)		☐ QUICK CLOSE								
☐ LODGING (QUICK CLOSE DEFAULT)		☐ QUICK STAY								
☐ SEMI INTEGRATED										
CUSTOM PROMPTS:		☐ TERMINAL AUTO CLOSE (RTL, MOTO)		TIME ZONE		☐ CASH BACK PIN DEBIT (RTL): \$ (MAX)		☐ CUSTOM FOOTER:		
☐ NO TIP (REST)		☐ NO SERVER PROMPT (REST)		☐ CLERK PROMPT (RTL)		☐ TIP FUNCTION WAITER (RTL)		☐ TIP FUNCTION CASHIER (RTL)		
COMMUNICATION METHOD (IP DEFAULT): ☐ DIAL				TRAINING (DEFAULT = TRAINING REQUIRED): ☐ NO TRAINING			PHONE INFORMATION: ACCESS #:			
REPORTING TOOLS										
☐ MCP ONLY <u>OR</u>		☐ MCP WITH OCM		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ # USERS		▶ SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN
☐ ACS		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ REMOTE ID				
OTHER VAS										
☐ 3D Secure Per Occurrence: \$										

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS	
ANNUAL CHECK VOLUME: \$	MAXIMUM CHECK AMOUNT: \$
AVERAGE CHECK AMOUNT: \$	MONTHLY MINIMUM: \$
ECS- PAPER CHECK CONVERSION	ACH ECHECK – CARD NOT PRESENT (CNP)
PROCESSING OPTIONS: ☐ POP – POINT OF PURCHASE ☐ ARC – ACCOUNTS RECEIVABLE CONVERSION ☐ BOC – BACK OFFICE CONVERSION	PROCESSING OPTIONS: ☐ CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP ☐ INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) ☐ WEB – INTERNET INITIATED ENTRIES ☐ TEL/IVR – TELEPHONE INITIATED ENTRIES ☐ PPD – PREARRANGED PAYMENT ENTRIES ☐ CCD – CORPORATE TO CORPORATE ENTRIES CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP
SERVICE: ☐ CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ CONVERSION WITH VERIFICATION OR ☐ CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____	SERVICE: ☐ ACH-ECHECK WITH VERIFICATION DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ ACH-ECHECK CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____
Other ECS Check Conversion Service Requests	
☐ PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)	
ACH-Echeck Questionnaire	
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? ☐ Yes ☐ No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? ☐ Yes ☐ No 4. Will you offer ACH-Echeck to existing or new customers? ☐ Existing ☐ New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? ☐ Yes ☐ No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? ☐ Yes ☐ No	

A-8268

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**CONVENIENCE FEE SERVICES PROGRAMS****CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ ELAVON MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ ELAVON-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- ☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ SERVICE FEE TERMINAL

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)

☐ OTHER:

GPISF PRICING:

CREDIT CARD SERVICE FEE:	%	OR	\$
SIGNATURE DEBIT SERVICE FEE:	%	OR	\$
ACH (VIA ELECTRONIC CHECK SERVICES):			\$
IMPLEMENTATION FEE (IF APPLICABLE):			\$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

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SUBSTITUTE FORM W-9

- ☒ GOVERNMENT
☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)
☐ OTHER

◆ LEGAL BUSINESS NAME*: CITY OF OXNARD

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 214 SOUTH C STREET

◆ CITY: OXNARD

◆ STATE: CA

◆ ZIP CODE: 93030

OR ▶ TIN (EMPLOYER ID #): 96-6000756

▶ TIN (SOCIAL SECURITY #):

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COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING_GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance and PCI Program Fee. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is \$84.99. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of \$10. Merchants that have selected a SAFE-T solution: Your price for the SAFE-T solution selected above is \$NA, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$84.99 until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$NA to reflect the loss of this discount. Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X	◆ PRINTED NAME: See signature page 12	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME: See signature page 12	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ SALES REP PRINTED NAME: MARY FLADLAND	◆ REP ID #: 38101	◆ DATE: 10-23-2020
◆ REP PHONE #: 425-210-9606	◆ REP EMAIL: mary.fladland@elavon.com	USA-GOV-ELV-1020

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ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service ("TOS") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

- 1) **Section 4.1 Security Interests** is deleted.
- 2) **Section 5.2(a)** is revised to add the following:

"(iv) Company may terminate the Agreement on 60 days' prior written notice to Elavon if sufficient legislative appropriation is not available."
- 3) **Section 5.2(b)** is deleted and replaced with the following:

"By Elavon. Elavon may terminate the Agreement immediately in writing if any of the following occur:

 - (i) A material adverse change in Company's financial condition;
 - (ii) The commencement of a Bankruptcy Proceeding by or against Company;
 - (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
 - (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
 - (v) Assignment of the Agreement or change of control of Company without Elavon's written consent;
 - (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in Elavon's possession;
 - (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or
 - (viii) If, after Elavon provides 30 days' written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company's Transactions or returns in excess of 2.5% of the gross dollar amount of Company's Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.
- 4) **Section 10.1 Audit** is revised to read as follows:

"Audit. If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company's operations and records to confirm Company's compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon's expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company's business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company's compliance with Section 8.1."
- 5) **Section 10.2(b) Financial Information** is revised as follows:

"Financial Information. At Elavon's request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time."
- 6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

"13(a). Company Responsibilities. As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of

goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) **THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.**

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

- 7) **Section 16 Personal Guaranty** is deleted.
- 8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

“Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

- 11) **Section 18.6 Arbitration** is deleted.
- 12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

“Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

- 14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

- 15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

- 16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

- 17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased

Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

“16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”

SIGNATURES ON THE PAGE TO FOLLOW

A-8268

IN WITNESS WHEREOF, these signatures supplant the signature blocks on page 6 of *New Application-Government/Institutional* form of A-8268. Further, the parties hereto have executed the *Addendum to the Terms of Service for Government/Institutional Companies* beginning at page 7 of A-8268.

CITY OF OXNARD**ELAVON, INC.**_____
Tim Flynn, Mayor_____
Date_____
[name] , [title] ¹_____
Date_____
[name] , [title]_____
Date

ATTEST:

Michelle Ascencion, City_____
Date

Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City_____
Date

Attorney (always required)

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION		
◆ DBA NAME: OXNARD UTILITY PAYMENT			
CONTACT NAME: EDEN ALOMERI MARTHA GUERRA			
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 214 SOUTH C STREET			
DBA ADDRESS 2: C2G OTC UTILITY PAYMENT			
◆ CITY: OXNARD		◆ STATE CA	◆ ZIP CODE: 93030
◆ DBA PHONE #: 805-385-7811		DBA FAX #: 805-385-7865	
DATE FOUNDED: 1903		MOBILE PHONE #:	
◆ EMAIL ADDRESS: eden.alomeri@oxnard.org			
CIP EXEMPTION: US State Local Govt			
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)		
☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
STATEMENTS: ☒ DBA OR ☐ MAILING OR ☐ W-9		AUTO SEND: ☒ YES ☐ NO (CHAIN COMPANIES ONLY - MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@oxnard.org OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING			
CHARGEBACKS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@oxnard.org OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING			
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ OFFICER ☐ MANAGER ☐ AUTHORIZED REPRESENTATIVE ☐ OTHER: _____			
◆ FIRST NAME: EDEN		MN:	◆ LAST NAME: ALOMERI
◆ TITLE: ASST CITY TREASURER DIR. REVENUE AND LICENSING		◆ US PERSON: YES	
▶ CONTACT ADDRESS (NO PO BOX): 214 SOUTH C STREET		▶ ADDRESS TYPE: BUSINESS	
▶ CITY: OXNARD		▶ STATE: CA	▶ ZIP CODE: 93030
▶ DOB: XX-XX-XXXX		CONTACT PHONE #: 805-385-7811	
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT ☐ FEDERAL ☐ STATE ☒ LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER COMPANY INFORMATION			
◆ AVERAGE SALE AMOUNT: \$200		☐ CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)
◆ HIGH SALE AMOUNT: \$10,000		☐ CARD NOT PRESENT 100%	CARD PRESENT 80 %
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		☐ INTERNET 100%	CARD NOT PRESENT* 20 %
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$235,000		☒ OMNI COMMERCE	INTERNET * 0 %
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$2,820,000		▶ INTERNET : PRODUCT WEBSITE:	
◆ INDUSTRY TYPE: RETAIL		▶ INTERNET: "CONTACT US" EMAIL:	
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Utility Payments		*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW	
SPECIAL PROGRAM MCC ONLY: 4900		▶ CUSTOMER SERVICE PHONE #: 805-385-7816	
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE?		▶ PREVIOUS PROCESSOR: Bank of America	
IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)			
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
☐ JANUARY	☐ FEBRUARY	☐ MARCH	☐ APRIL
☐ JULY	☐ AUGUST	☐ SEPTEMBER	☐ OCTOBER
		☐ MAY	☐ JUNE
		☐ NOVEMBER	☐ DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME: BANK OF AMERICA		◆ ABA/ROUTING #: 1210003058	◆ DDA ACCOUNT #: XXXXXXXX047
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:	DDA ACCOUNT #:
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:	DDA ACCOUNT #:
FUNDING OPTIONS:		MONTHLY FEE \$	TAPE ID (OPT):

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)										PRICING CATEGORY			
☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT ☐ PIN DEBIT ☐ PINLESS DEBIT ☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) ☒ VISA CREDIT ☒ VISA DEBIT ☒ MC CREDIT ☒ MC DEBIT ☒ DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) ☐ UNIONPAY ☐ AMEX ☐ PIN DEBIT ☐ PINLESS DEBIT										☐ RETAIL ☒ MO/TO / INTERNET ☐ RESTAURANT ☐ ARU ☐ LODGING ☐ OMNI COMMERCE ☐ SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION		\$ 0			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$ 0			
TIERED	QUALIFIED		%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$ 0		
	MID QUALIFIED		%	\$	%	\$			MONTHLY MINIMUM		\$ 25		
	NON QUALIFIED		%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$ 25		
	STANDARD		%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)		\$ 20		
	OPT. ☐ CHECK CARD ☐ SPRMKT ☐ QPS/SMALL TKT								OTHER:		\$		
	OPT. REWARDS		%	\$					STATEMENT: ☐ ELECTRONIC OR ☒ PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$10		
OPT. COMMERCIAL CARD		%	\$					RUSH SHIPMENT		\$ 0			
INTERCHANGE PLUS		0.05 %	\$ 0	%	\$	%	\$	OTHER:		\$			
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE													
ENHANCED IC PLUS	CHECK CARD QUALIFIED		%	\$					AUTHORIZATIONS VISA (PER AUTH) \$ VOICE - ARU (PER AUTH) \$ 0.85 MASTERCARD (PER AUTH) \$ VOICE OPERATOR (PER AUTH) \$ 0.85 DISCOVER (PER AUTH) \$ VOICE - AVS (PER AUTH) \$ 0.85 UNIONPAY (PER AUTH) \$ VOICE BANK REF (PER AUTH) \$ 0.85 AMEX OPT BLUE (PER AUTH) \$ DIAL COMMUNICATION (PER AUTH) \$ 0.024 PIN/PINLESS DEBIT (PER AUTH) \$ INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX) 0.40 %				
	QUALIFIED		%	\$	%	\$	%	\$					
	REWARDS QUALIFIED		%	\$									
	MID QUALIFIED		%	\$	%	\$							
	COMMERCIAL NON QUALIFIED		%	\$									
NON QUALIFIED		%	\$	%	\$								
FIXED - PRICING PGM:		%	\$	%	\$								
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN/PINLESS DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE													
SECURITY PROGRAMS								AMEX PUBLIC SECTOR (TPSP)(PER AUTH)				\$	
SECURITY PROGRAM (PER MONTH): ▶ PCI Basic								PIN/PINLESS DEBIT (PER AUTH)				\$	
Please see pricing for the Security Program you have selected in the Company Representations and Certifications below.								INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX)				0.40 %	
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$				EBT SE # (7 DIGITS):				PER AUTH: \$	
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS ☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED		RATE		PER ITEM		ENHANCED IC PLUS		RATE		PER ITEM			
QUALIFIED		%		\$		QUALIFIED		%		\$			
MID QUALIFIED		%		\$		MID QUALIFIED		%		\$			
NON QUALIFIED		%		\$		NON QUALIFIED		%		\$			
INTERCHANGE PLUS		%		\$									

POINT OF SALE (EQUIPMENT OR SOFTWARE)										
NETWORK: ☒ ELAVON ☐ OTHER							☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:			
VAR SERVICE PROVIDER (HOSTED): Viaconnex				VAR (DISTRIBUTED):		VENDOR: Paymentus		PRODUCT: Click2Gov		VERSION: n/a
# OF TIDS 1			TID TYPE OMNI ONLY:				# OF TIDS			TID TYPE OMNI ONLY:
							PURCHASE/SETUP		SOFTWARE/WIRELESS	
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
				☐	☐	\$	\$	\$	\$	\$
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT										
<i>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</i>										
ADDITIONAL POS SERVICES:	DESCRIPTION						SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
							\$	\$	\$	\$
							\$	\$	\$	\$
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)										
☐ RETAIL (AUTO CLOSE DEFAULT)			☐ QUICK CLOSE		☐ STORE AND FORWARD		☐ NO SIGNATURE		☐ CONTACTLESS (+ NO SIGNATURE)	
☐ RESTAURANT (QUICK CLOSE DEFAULT)			TIP FUNCTION (DEFAULT)		☐ FINE DINING		☐ TAB FUNCTION			
☐ CARD NOT PRESENT (AUTO CLOSE DEFAULT)			☐ QUICK CLOSE							
☐ LODGING (QUICK CLOSE DEFAULT)			☐ QUICK STAY							
☐ SEMI INTEGRATED										
CUSTOM PROMPTS:		☐ TERMINAL AUTO CLOSE (RTL, MOTO)		TIME ZONE		☐ CASH BACK PIN DEBIT (RTL): \$ (MAX)		☐ CUSTOM FOOTER:		
☐ NO TIP (REST)		☐ NO SERVER PROMPT (REST)		☐ CLERK PROMPT (RTL)		☐ TIP FUNCTION WAITER (RTL)		☐ TIP FUNCTION CASHIER (RTL)		
COMMUNICATION METHOD (IP DEFAULT): ☐ DIAL				TRAINING (DEFAULT = TRAINING REQUIRED): ☐ NO TRAINING				PHONE INFORMATION: ACCESS #:		
REPORTING TOOLS										
☐ MCP ONLY OR		☐ MCP WITH OCM		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ # USERS		▶ SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN
☐ ACS		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ REMOTE ID				
OTHER VAS										
☐ 3D Secure Per Occurrence: \$										

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS	
ANNUAL CHECK VOLUME: \$	MAXIMUM CHECK AMOUNT: \$
AVERAGE CHECK AMOUNT: \$	MONTHLY MINIMUM: \$
ECS- PAPER CHECK CONVERSION	ACH ECHECK – CARD NOT PRESENT (CNP)
PROCESSING OPTIONS: ☐ POP – POINT OF PURCHASE ☐ ARC – ACCOUNTS RECEIVABLE CONVERSION ☐ BOC – BACK OFFICE CONVERSION	PROCESSING OPTIONS: ☐ CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP ☐ INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) ☐ WEB – INTERNET INITIATED ENTRIES ☐ TEL/IVR – TELEPHONE INITIATED ENTRIES ☐ PPD – PREARRANGED PAYMENT ENTRIES ☐ CCD – CORPORATE TO CORPORATE ENTRIES CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP
SERVICE: ☐ CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ CONVERSION WITH VERIFICATION OR ☐ CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____	SERVICE: ☐ ACH-ECHECK WITH VERIFICATION DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ ACH-ECHECK CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____
Other ECS Check Conversion Service Requests	
☐ PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)	
ACH-Echeck Questionnaire	
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? ☐ Yes ☐ No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? ☐ Yes ☐ No 4. Will you offer ACH-Echeck to existing or new customers? ☐ Existing ☐ New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? ☐ Yes ☐ No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? ☐ Yes ☐ No	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**CONVENIENCE FEE SERVICES PROGRAMS****CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ ELAVON MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER☐ OTHER:**CONVENIENCE FEE PRICING:**

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ ELAVON-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- ☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)**ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):☐ SERVICE FEE TERMINAL☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)☐ OTHER:**GPISF PRICING:**

CREDIT CARD SERVICE FEE: % OR \$

SIGNATURE DEBIT SERVICE FEE: % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

A-8269

SUBSTITUTE FORM W-9			
☒ GOVERNMENT ☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) ☐ OTHER			
◆ LEGAL BUSINESS NAME*: CITY OF OXNARD			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 214 SOUTH C STREET		▶ TIN (EMPLOYER ID #): 96-6000756	
◆ CITY: OXNARD	◆ STATE: CA	◆ ZIP CODE: 93030	OR ▶ TIN (SOCIAL SECURITY #):
4 COMPANY REPRESENTATIONS AND CERTIFICATIONS			
Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CVWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CVWRWeb/pdf/OPERATING_GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide. Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original. PCI Compliance and PCI Program Fee. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is \$84.99. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of \$10. <u>Merchants that have selected a SAFE-T solution.</u> Your price for the SAFE-T solution selected above is \$NA, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. <u>By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$84.99 until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$NA to reflect the loss of this discount.</u> Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions. American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company. A PIN/PINless Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINless Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.			
◆ SIGNATURE: X	◆ PRINTED NAME: See signature page 12	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME: See signature page 12	TITLE:	DATE:
SUBMITTED BY (INTERNAL USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.			
◆ SALES REP PRINTED NAME: MARY FLADLAND	◆ REP ID #: 38101	◆ DATE: 10-23-2020	
◆ REP PHONE #: 425-210-9606	◆ REP EMAIL: mary.fladland@elavon.com	USA-GOV-ELV-1020	

A-8269

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service ("TOS") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.2(a)** is revised to add the following:

"(iv) Company may terminate the Agreement on 60 days' prior written notice to Elavon if sufficient legislative appropriation is not available."

3) **Section 5.2(b)** is deleted and replaced with the following:

"By Elavon. Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company's financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon's written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in Elavon's possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or
- (viii) If, after Elavon provides 30 days' written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company's Transactions or returns in excess of 2.5% of the gross dollar amount of Company's Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.

4) **Section 10.1 Audit** is revised to read as follows:

"Audit. If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company's operations and records to confirm Company's compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon's expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company's business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company's compliance with Section 8.1."

5) **Section 10.2(b) Financial Information** is revised as follows:

"Financial Information. At Elavon's request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time."

6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

"13(a). Company Responsibilities. As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of

goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

- 7) **Section 16 Personal Guaranty** is deleted.
- 8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

“Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

- 11) **Section 18.6 Arbitration** is deleted.
- 12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

“Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

- 14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

- 15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

- 16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

- 17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased

Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"**Miscellaneous.** If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"**Title; Quiet Enjoyment.** Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"**Responsibility of Lessor.** As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

“16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”

SIGNATURES ON THE NEXT PAGE

A-8269

IN WITNESS WHEREOF, these signatures supplant the signature blocks on page 6 of *New Application-Government/Institutional* form of A-8269. Further, the parties hereto have executed the *Addendum to the Terms of Service for Government/Institutional Companies* beginning at page 7 of A-8269.

CITY OF OXNARD**ELAVON, INC.**_____
Tim Flynn, Mayor_____
Date_____
,¹_____
Date_____
,_____
Date

ATTEST:

Michelle Ascencion, City_____
Date

Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City_____
Date

Attorney (always required)

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

1	COMPANY INFORMATION				
◆ DBA NAME: OXNARD UTILITIES ON LINE					
CONTACT NAME: EDEN ALOMERI MARTHA GUERRA					
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 214 SOUTH C STREET					
DBA ADDRESS 2: C2G WEB UTILITY PAYMENTS					
◆ CITY: OXNARD			◆ STATE: CA	◆ ZIP CODE: 93030	
◆ DBA PHONE #: 805-385-7811			DBA FAX #: 805-385-7865		
DATE FOUNDED: 1903			MOBILE PHONE #:		
◆ EMAIL ADDRESS: eden.alomeri@oxnard.org					
CIP EXEMPTION: US State Local Govt					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:			PHONE #:		
CONTACT:			FAX #:		
ADDRESS:		CITY:	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: ☒ DBA OR ☐ MAILING OR ☐ W-9			AUTO SEND: ☒ YES ☐ NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@ OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING					
CHARGEBACKS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: eden.alomeri@ OR FAX To: ☐ DBA ☐ MAILING OR MAIL To: ☐ DBA ☐ MAILING					
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ ☒ OFFICER ☐ MANAGER ☐ AUTHORIZED REPRESENTATIVE ☐ OTHER: _____					
◆ FIRST NAME: EDEN		MN:	◆ LAST NAME: ALOMERI		
◆ TITLE: ASST CITY TREASURER DIR. REVENUE AND LICENSING		◆ US PERSON: YES			
▶ CONTACT ADDRESS (NO PO BOX): 214 SOUTH C STREET			▶ ADDRESS TYPE: BUSINESS		
▶ CITY: OXNARD		▶ STATE: CA	▶ ZIP CODE: 93030		
▶ DOB: XX-XX-XXXX		CONTACT PHONE #: 805-385-7811			
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT ☐ FEDERAL ☐ STATE ☒ LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$ 200		☐ CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)		
◆ HIGH SALE AMOUNT: \$ 10,000		☐ CARD NOT PRESENT 100%	CARD PRESENT _____ %		
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		☒ INTERNET 100%	CARD NOT PRESENT* _____ %		
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 2,000,000		☐ OMNI COMMERCE	INTERNET * _____ %		
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 24,000,000		▶ INTERNET : PRODUCT WEBSITE: https://www.oxnard.org/online-services-2/			
◆ INDUSTRY TYPE: INTERNET		▶ INTERNET: "CONTACT US" EMAIL:			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Utility Payments		*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW			
SPECIAL PROGRAM MCC ONLY: 4900		▶ CUSTOMER SERVICE PHONE #: 805-385-7816			
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)		▶ PREVIOUS PROCESSOR: Bank of America			
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
☐ JANUARY	☐ FEBRUARY	☐ MARCH	☐ APRIL	☐ MAY	
☐ JULY	☐ AUGUST	☐ SEPTEMBER	☐ OCTOBER	☐ NOVEMBER	
☐ JUNE	☐ DECEMBER				
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME: BANK OF AMERICA		◆ ABA/ROUTING #: 1210003058		◆ DDA ACCOUNT #: XXXXXXXX047	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
FUNDING OPTIONS:		MONTHLY FEE \$		TAPE ID (OPT):	

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)							PRICING CATEGORY ITEM #D-1			
☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT ☐ PIN DEBIT ☐ PINLESS DEBIT ☐ ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) ☒ VISA CREDIT ☒ VISA DEBIT ☒ MC CREDIT ☒ MC DEBIT ☒ DISCOVER (JCB, DI ,PAY PAL PAYMENT DEVICE) ☐ UNIONPAY ☐ AMEX ☐ PIN DEBIT ☐ PINLESS DEBIT							☐ RETAIL ☒ MO/TO / INTERNET ☐ RESTAURANT ☐ ARU ☐ LODGING ☐ OMNI COMMERCE ☐ SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION							FEES			
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION \$ 0		
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING \$ 0		
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH) \$ 0		
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM \$ 25		
	NON QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE) \$ 25		
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE) \$ 20		
	OPT. ☐ CHECK CARD ☐ SPRMKT ☐ QPS/SMALL TKT								OTHER: \$	
	OPT. REWARDS	%	\$					STATEMENT: ☐ ELECTRONIC OR ☒ PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY) \$10		
	OPT. COMMERCIAL CARD	%	\$					RUSH SHIPMENT \$ 0		
INTERCHANGE PLUS		0.05 %	\$ 0	%	\$	%	\$	OTHER: \$		
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE						\$				
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$							
	QUALIFIED	%	\$	%	\$	%	\$			
	REWARDS QUALIFIED	%	\$				AUTHORIZATIONS			
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$ 0.85	
	COMMERCIAL NON QUALIFIED	%	\$			MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$ 0.85	
	NON QUALIFIED	%	\$	%	\$	DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$ 0.85	
FIXED - PRICING PGM:		%	\$	%	\$	UNIONPAY (PER AUTH)	\$			
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN/PINLESS DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE						AMEX OPT BLUE (PER AUTH)	\$	VOICE BANK REF (PER AUTH)	\$ 0.85	
SECURITY PROGRAMS						AMEX PUBLIC SECTOR (TPSP)(PER AUTH)	\$	DIAL COMMUNICATION (PER AUTH)	\$ 0.024	
SECURITY PROGRAM (PER MONTH): ▶ PCI Basic Please see pricing for the Security Program you have selected in the Company Representations and Certifications below.						PIN/PINLESS DEBIT (PER AUTH)		\$		
						INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER,AMEX)		0.40 %		
OTHER CARD TYPES EXISTING										
AMEX SE # (10 DIGITS):				PER AUTH: \$		EBT SE # (7 DIGITS):		PER AUTH: \$		
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)										
☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS ☐ COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE										
INDUSTRY TYPE:										
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)										
TIERED	RATE	PER ITEM		ENHANCED ICPLUS	RATE	PER ITEM				
QUALIFIED	%	\$		QUALIFIED	%	\$				
MID QUALIFIED	%	\$		MID QUALIFIED	%	\$				
NON QUALIFIED	%	\$		NON QUALIFIED	%	\$				
INTERCHANGE PLUS		%	\$							

POINT OF SALE (EQUIPMENT OR SOFTWARE)								ITEM #D-1			
NETWORK: ☒ ELAVON ☐ OTHER								☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:			
VAR SERVICE PROVIDER (HOSTED): Viaconnex				VAR (DISTRIBUTED):		VENDOR: Paymentus		PRODUCT: Click2Gov		VERSION: n/a	
# OF TIDS 1				TID TYPE OMNI ONLY:		# OF TIDS		TID TYPE OMNI ONLY:			
							PURCHASE/SETUP		SOFTWARE/WIRELESS		
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE Omni Only	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
				☐	☐	\$	\$	\$	\$	\$	
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT											
<i>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</i>											
ADDITIONAL POS SERVICES:		DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)											
☐ RETAIL (AUTO CLOSE DEFAULT)		☐ QUICK CLOSE		☐ STORE AND FORWARD		☐ NO SIGNATURE		☐ CONTACTLESS (+ NO SIGNATURE)			
☐ RESTAURANT (QUICK CLOSE DEFAULT)		TIP FUNCTION (DEFAULT)		☐ FINE DINING		☐ TAB FUNCTION					
☐ CARD NOT PRESENT (AUTO CLOSE DEFAULT)		☐ QUICK CLOSE									
☐ LODGING (QUICK CLOSE DEFAULT)		☐ QUICK STAY									
☐ SEMI INTEGRATED											
CUSTOM PROMPTS:		☐ TERMINAL AUTO CLOSE (RTL, MOTO)		TIME ZONE		☐ CASH BACK PIN DEBIT (RTL): \$ (MAX)		☐ CUSTOM FOOTER:			
☐ NO TIP (REST)		☐ NO SERVER PROMPT (REST)		☐ CLERK PROMPT (RTL)		☐ TIP FUNCTION WAITER (RTL)		☐ TIP FUNCTION CASHIER (RTL)			
COMMUNICATION METHOD (IP DEFAULT): ☐ DIAL				TRAINING (DEFAULT = TRAINING REQUIRED): ☐ NO TRAINING				PHONE INFORMATION: ACCESS #:			
REPORTING TOOLS											
☐ MCP ONLY OR		☐ MCP WITH OCM		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ # USERS		▶ SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN	
☐ ACS		▶ MONTHLY FEE \$		▶ SET UP FEE \$		▶ REMOTE ID					
OTHER VAS											
☐ 3D Secure Per Occurrence: \$											

ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS		ITEM #D-1
ANNUAL CHECK VOLUME: \$	MAXIMUM CHECK AMOUNT: \$	
AVERAGE CHECK AMOUNT: \$	MONTHLY MINIMUM: \$	
ECS- PAPER CHECK CONVERSION		
PROCESSING OPTIONS: ☐ POP – POINT OF PURCHASE ☐ ARC – ACCOUNTS RECEIVABLE CONVERSION ☐ BOC – BACK OFFICE CONVERSION		
SERVICE: ☐ CONVERSION WITH GUARANTEE DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ CONVERSION WITH VERIFICATION OR ☐ CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____		
ACH ECHECK – CARD NOT PRESENT (CNP)		
PROCESSING OPTIONS: ☐ CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP ☐ INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) ☐ WEB – INTERNET INITIATED ENTRIES ☐ TEL/IVR – TELEPHONE INITIATED ENTRIES ☐ PPD – PREARRANGED PAYMENT ENTRIES ☐ CCD – CORPORATE TO CORPORATE ENTRIES CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP		
SERVICE: ☐ ACH-ECHECK WITH VERIFICATION DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ ☐ ACH-ECHECK CONVERSION ONLY DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____		
Other ECS Check Conversion Service Requests		
☐ PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)		
ACH-Echeck Questionnaire		
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? ☐ Yes ☐ No 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? ☐ Yes ☐ No 4. Will you offer ACH-Echeck to existing or new customers? ☐ Existing ☐ New 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? ☐ Yes ☐ No 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? ☐ Yes ☐ No		

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**CONVENIENCE FEE SERVICES PROGRAMS****CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ ELAVON MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER☐ OTHER:**CONVENIENCE FEE PRICING:**

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ ELAVON-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

- ☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)**ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):☐ SERVICE FEE TERMINAL☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)☐ OTHER:**GPISF PRICING:**

CREDIT CARD SERVICE FEE:	%	OR	\$
SIGNATURE DEBIT SERVICE FEE:	%	OR	\$
ACH (VIA ELECTRONIC CHECK SERVICES):			\$
IMPLEMENTATION FEE (IF APPLICABLE):			\$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9☒ GOVERNMENT☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)☐ OTHER

◆ LEGAL BUSINESS NAME*: CITY OF OXNARD

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 214 SOUTH C STREET

▶ TIN (EMPLOYER ID #): 96-6000756

◆ CITY: OXNARD

◆ STATE: CA

◆ ZIP CODE: 93030

OR

▶ TIN (SOCIAL SECURITY #):

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COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING_GUIDE_Eng.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance and PCI Program Fee. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly Standard PCI Program Fee for Level 4 companies (based on Transaction volume) is **\$84.99**. Any Level 4 company that validates PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval, is eligible for the Discounted PCI Program Fee of **\$10**. Merchants that have selected a SAFE-T solution: Your price for the SAFE-T solution selected above is **\$NA**, which includes the Discounted PCI Program Fee. You must validate PCI DSS compliance within ninety (90) days of account approval, and annually thereafter, to continue to receive the Discounted PCI Program Fee. By signature below, Company acknowledges that if Company has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, Company will no longer be eligible for this discount and will be required to pay the full, undiscounted monthly Standard PCI Program Fee of \$84.99 until Elavon is provided with validation of PCI DSS compliance. If Company utilizes a SAFE-T solution and Company fails to validate PCI DSS compliance, Company acknowledges that the price of Company's SAFE-T solution will be adjusted to \$NA to reflect the loss of this discount. Company may be eligible for Data Breach Financial Assistance following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview in the Operating Guide for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINless Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINless Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X	◆ PRINTED NAME: See signature page 12	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME: See signature page 12	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ SALES REP PRINTED NAME: MARY FLADLAND	◆ REP ID #: 38101	◆ DATE: 10-23-2020
◆ REP PHONE #: 425-210-9606	◆ REP EMAIL: mary.fladland@elavon.com	USA-GOV-ELV-1020

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

- 1) **Section 4.1 Security Interests** is deleted.
- 2) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”
- 3) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

 - (i) A material adverse change in Company’s financial condition;
 - (ii) The commencement of a Bankruptcy Proceeding by or against Company;
 - (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
 - (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
 - (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
 - (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
 - (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
 - (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.
- 4) **Section 10.1 Audit** is revised to read as follows:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”
- 5) **Section 10.2(b) Financial Information** is revised as follows:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”
- 6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands³⁸ or damages arising out of (i) any sale or provision of

goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own ³⁹counsel, at its own expense."

- 7) **Section 16 Personal Guaranty** is deleted.
- 8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.
- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

“Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

- 11) **Section 18.6 Arbitration** is deleted.
- 12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

“Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

- 14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

- 15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

- 16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

- 17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased

Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking, **ITEM #D-1** (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

“16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement **ITEM #D-1** any time upon thirty days’ prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS.”

SIGNATURES ON THE NEXT PAGE

A-8270

IN WITNESS WHEREOF, these signatures supplant the signature blocks on page 6 of *New Application-Government/Institutional* form of A-8268. Further, the parties hereto have executed the *Addendum to the Terms of Service for Government/Institutional Companies* beginning at page 7 of A-8268.

CITY OF OXNARD**ELAVON, INC.**

_____	_____	_____	_____
Tim Flynn, Mayor	Date	[name] , [title] ¹	Date
_____	_____	_____	_____
		[name] , [title]	Date

ATTEST:

_____	_____
Michelle Ascencion, City	Date
Clerk (only if Mayor signs)	

APPROVED AS TO FORM:

_____	_____
Stephen M. Fischer, City	Date
Attorney (always required)	

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



2

- Current services provided by:
 - Transaction Manager - gateway
 - Bank of America –processor or merchant

Sunset: December 31, 2020

Implementation Period: up to 60 days

3

- Credit card payments annually:
 - Online utility payments - \$24,000,000
 - Over the counter utility payments - \$24,000,000
 - Over the counter non-utility payments - \$18,000,000

4

- Candidates:
 - PAYA – recommended by Central Square
 - Paymentus/Elavon

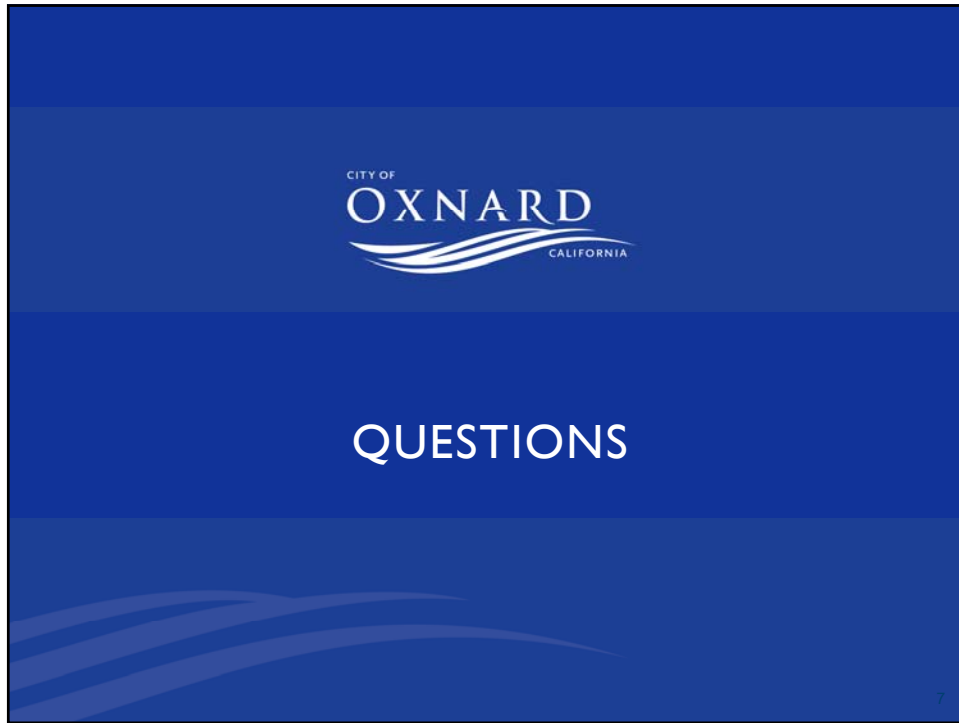
5

- Cost Comparison

	CURRENT	CANDIDATE 1	CANDIDATE 2
Sample month: July 2020	Transaction Manager/ Bank of America	PAYA	PAYMENTUS/ELAVON
Cost of online payments	23,739.00	23,779.00	22,947.00
Cost of over the counter payments	711.73	1,500.00	520.00
Total per month	24,450.73	25,279.00	23,467.00
Monthly savings		(828.27)	983.73
Other considerations:			
Integration with Click2gov		✓	✓
Integration with Central Square		✓	✓
Integration with Tyler Munis		?	Preferred
Integration with Auto Pay		?	✓
Integrations with IVR		?	✓
Integration cost of \$3,500			Waived
Implementation cost of 20 hours			Not needed
Review from City of Leesburg			Positive

6

- Recommendation:
- Choose Paymentus/ Elavon for an annual savings of \$12,000.
- Purchasing Manager signs Paymentus agreement:
 - 9046-20-CT
- City Manager and Mayor sign 3 Elavon agreements:
 - A-8268 – over the counter non-utility payments
 - A-8269 – over the counter utility payments
 - A-8270 – online utility payments
- All 4 agreements will be reported to City Council at a later time (allowed per OCC Sec 4-75)





**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.2**

DATE: November 24, 2020

TO: Finance & Governance Committee

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION

That the Finance and Governance Committee provide feedback on a proposed amendment to the City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance, and authorize staff to present the item to City Council.

BACKGROUND

Annually, the City Council adopts the Financial Management Policies, which include the City's Debt Policies, in conjunction with the adoption of the Budget. The Debt Policies set forth requirements for when and how debt financing may be used.

DISCUSSION

As part of the City's efforts to remediate prior audit findings, the Finance Department proposes an amendment to the existing City Debt Policies in Resolution No. 15,359 from June 30, 2020. This amendment adds provisions to address bond continuing disclosure and compliance requirements.

In addition to financial disclosure and arbitrage compliance, once bonds or other debt obligations are issued, the City is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance or debt instrument on an ongoing basis. The proposed policy language details the City's responsibilities for ensuring debt compliance.

In addition to the amendment of this policy, the City, with assistance from its municipal advisor, NHA Advisors, is developing a master listing of all debt obligations and their primary covenants to facilitate compliance monitoring.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures. services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no direct financial impact from amending the City's Debt Policies.

The proposed policy changes are highlighted in gray on pages 2 and 3 of the attached resolution.

Prepared by: Christine Williams, Senior Manager, Internal Controls

ATTACHMENTS

1. Resolution AMENDING DEBT POLICIES of Financial Management Policies
2. PowerPoint Presentation on Amendment to Existing City Debt Policies in Resolution No. 15,359 pp

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE DEBT POLICY SET FORTH IN RESOLUTION NO. 15,359
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, On June 30, 2020, the City Council adopted Resolution No. 15,359 establishing Financial Management Policies to be followed in the development and implementation of the City budget;

WHEREAS, the CFO has recommended revisions to the Debt Policies set forth in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements, and ensuring debt compliance.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. Section VII of Resolution No. 15,359 is hereby amended to read as follows:

“VII. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

Resolution No.

Page 2

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City’s interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council’s preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council’s bond rating objective for the City for all debt issues is a Standard & Poor’s rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

D. Continuing Disclosure and Compliance

1. In addition to financial disclosure and arbitrage compliance, once bonds or other obligations are issued, the City is responsible for verifying compliance with all

Resolution No.

Page 3

undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

a. Annual appropriation of revenues to meet debt service payments

b. Taxes/fees are levied and collected where applicable

c. Timely transfer of debt service/rental payments to the trustee or paying agent

d. Compliance with insurance requirements

e. Compliance with rate covenants where applicable

f. Recordkeeping and continued public use of financed asset

g. Compliance with tax covenants including the timely spend-down of project fund proceeds

h. Compliance with all other bond covenants

2. Finance Department staff will coordinate verification of covenant compliance and will work with all other responsible departments to monitor compliance with the aforementioned compliance requirements. Certain obligations and requirements will be managed by third-party consultants who will report directly to the Chief Financial Officer.”

2. Except as otherwise amended herein, Resolution No. 15,359 remains in full force and effect.

PASSED AND ADOPTED on this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Resolution No.

Page 4

Stephen M. Fischer, City Attorney

AMENDMENT TO THE EXISTING CITY DEBT POLICIES

Presentation to Finance & Governance Committee

Kevin Riper, Chief Financial Officer

November 24, 2020



RECOMMENDATION

2

That the Finance & Governance Committee provide feedback on a proposed amendment to the City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance, and authorize staff to present the item to City Council.

- Audit Finding (last remaining material weakness)
 - Amendment to Debt Policies
 - Monitoring Compliance with Debt Covenants
- Questions

AUDIT FINDING

4

- Audit Finding 2015-091 – Long Term Debt
(This is a material weakness finding)
Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.

- Annual appropriation of revenues
- Taxes/fees are levied and collected
- Timely payment of debt service/rental payments to trustee
- Compliance with insurance requirements
- Compliance with rate covenants
- Recordkeeping and use of financed asset
- Compliance with tax covenants and timely drawdowns
- Compliance with all other bond covenants

MONITORING COMPLIANCE WITH DEBT COVENANTS

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A master debt schedule has been developed to facilitate monitoring of debt covenant requirements

City of Oxnard Debt Portfolio Summary																		
Delivery Date	Deal Name/Type of Issue	Issued Amount	Outstanding Amount: 6/30/20	Outstanding Coupon Range	Purpose	Final Maturity	Current Underlying Rating	Call Features	Tax Status	Insurance	Rate Covenant	Coverage	ABT	Continuing Disclosure	Budget Appropriation	Debt Service Reserve Fund	Insurance	Foreclosure
Water Fund Debt																		
1/28/2018	2018 Water Revenue Refunding Bonds	\$ 40,370,000	\$ 39,260,000	3.875-5.00%	Current Refunding	2036	A- 1/16/2018	6/1/2028 @ 100%	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
6/3/2014	2014 Water Revenue Refunding Bonds (PP to Capital One)	\$ 35,025,340	\$ 27,094,023	3.80%	Advance Refunding	2034	N/A	6/1/2024 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% OS Rev	Yes	N/A	N/A	N/A	Yes	N/A
4/19/2012	2012 Water Revenue Refunding Bonds	\$ 3,345,000	\$ 5,325,000	3.00-5.00%	Current Refunding	2030	A- 1/16/2018	6/1/2021 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
2/1/2010	2010 A Water Revenue Bonds	\$ 16,455,000	\$ 3,635,000	5.50%	New Money	2022	A- 1/16/2018	6/1/2020 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
2/1/2010	2010 B Water Revenue Bonds (Taxable - BABs)	\$ 83,670,000	\$ 83,670,000	6.80-7.00%	New Money	2040	A- 1/16/2018	Now @ make-whole ¹	Taxable	N/A	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 184,865,340	\$ 159,584,023															
Wastewater Fund Debt																		
1/28/2018	2018 Wastewater Revenue Refunding	\$ 24,550,000	\$ 21,940,000	4.00-5.00%	Current Refunding	2034	A- 1/15/2018	6/1/2028	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
1/25/2014	2014 Wastewater Revenue Refunding	\$ 71,385,000	\$ 71,385,000	5.00%	Current Refunding	2034	A- 1/15/2018	6/1/2024 @ 100%	Tax Exempt	AGM	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 96,535,000	\$ 93,325,000															
Land-Secured Debt																		
8/8/2013	2013 Special Tax Refunding (CFD No. 3 - Seabridge at Mandalay)	\$ 27,870,000	\$ 24,130,000	4.00%	Refunding	2035	N/A	Now @ 103%; 2023 @ 100%	Tax Exempt	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
8/30/2012	2012 Local Obligation Revenue Bonds	\$ 19,505,000	\$ 14,790,000	3.00-5.00%	Current Refunding	2033	A- 7/19/12	9/2/2022 @ 100%	Tax Exempt	N/A	N/A	N/A	Yes	N/A	N/A	Yes	N/A	Yes
8/30/2012	2012 Local Obligation Revenue Bonds	\$ 9,060,000	\$ 6,885,000	4.00-5.00%	Current Refunding	2033	N/A	9/2/2022 @ 100%	Tax Exempt	N/A	N/A	N/A	Yes	N/A	Yes	Yes	N/A	Yes

That the Finance & Governance Committee provide feedback on a proposed amendment to the City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance, and authorize staff to present the item to City Council.



QUESTIONS