

County of Orange, Treasurer-Tax Collector
Elavon, Inc.

Contract #MA-074-23011188

**SUBORDINATE CONTRACT MA-074-23011188
WITH
ELAVON, INC.,
FOR
ELECTRONIC PAYMENT ACCEPTANCE SERVICES**

THIS Subordinate Contract MA-074-23011188 hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Treasurer-Tax Collector, hereinafter referred to as "County" and Elavon, Inc., hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Documents, which are incorporated by reference into this Contract:

Attachment A –Master Services Agreement 5-22-70-22-01
Attachment B – Selected Services

RECITALS

WHEREAS, California Department of General Services has issued Master Services Agreement 5-22-70-22-01 (the "MSA") with Elavon, Inc. to which the County can participate as an Authorized Entity; and,

WHEREAS, County desires to enter into a Subordinate Contract for Electronic Payment Acceptance Services; and

WHEREAS, Contractor is willing to provide the services specified in the MSA, as modified by the Subordinate Contract to the County.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **SCOPE OF CONTRACT:** This Contract specifies the terms and conditions by which the Contractor shall provide Electronic Payment Acceptance Services to the County.
2. **CONTRACT TERM:** This Contract shall commence June 1, 2023, through May 31, 2026, unless otherwise terminated as provided in the MSA. The total amount of compensation paid by County to Contractor during the Contract shall not exceed \$1,200,000.
3. **RENEWAL:** This Contract may be renewed by the mutual written agreement of both Parties for an additional two (2) one-year terms, valid through May 31, 2028. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **COUNTY AS "AUTHORIZED USER":** For the purposes of this Contract, all MSA references to "Authorized User" shall mean the County.

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5. **USAGE:** No guarantee is given by County to Contractor regarding usage of this Contract. Contractor agrees to supply services as requested by County in accordance with the Contractor, at prices listed in the Contract, regardless of quantity requested.
6. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County: County of Orange
Attn: Treasurer-Tax Collector
P. O. Box 4515
Santa Ana, CA 92701-4515
Cashmgmt@ttc.ocgov.com
(714) 834-2288

7. **INVOICING AND PAYMENT:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:
 - A. Contractor's name and address
 - B. Contractor's remittance address
 - C. Name of County agency department
 - D. **Contract Number MA-074-23011188**
 - E. Time Period Covered
 - F. Service description (Work completed for the period shall be identified (detailed statement of services rendered) as specified in the individual Authorized User's Subsidiary Contract).
 - G. Total Amount Due

Invoices and support documentation are to be forwarded to:

County of Orange
Attn: Treasurer-Tax Collector
P.O. Box 4515
Santa Ana, CA 92701-4515
Or via email to: AccountsPayable@ttc.ocgov.com

Contractor will receive payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment.

8. **ENTIRE CONTRACT:** This Contract, including attachments A and B, which are attached hereto and incorporated herein, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.
9. **MSA AMENDMENTS:** For purposes of this Contract, the MSA is amended as follows:

- a. MSA, Exhibit A, Section 16, is hereby deleted in its entirety and replaced with the following:

Order of Precedence: In the event of any inconsistency between articles, attachments, specifications or provisions which constitute this Contract, the following descending order of precedence shall apply:

- a. All applicable federal, state, local laws and regulations
 - b. Subordinate Contract MA-074-23011188
 - c. MSA, Exhibit C: Terms and Conditions (As modified)
 - d. MSA, Exhibit C.1: General Provisions – Information Technology (As modified)
 - e. MSA, Exhibit G: Definitions
 - f. MSA, Exhibit A: Scope of Work
 - g. MSA, Exhibit B: Budget Detail and Payment Provisions
 - h. MSA, Exhibit D: Insurance Requirements
 - i. MSA, Exhibit E: Fees and Costs
 - j. MSA, Exhibit F: Equipment and Software
 - k. MSA, Exhibit E.1: Service Pricing
 - l. MSA, Exhibit E.2.: Equipment and Software Pricing
 - m. MSA, Exhibit E.3: Equipment Specifications
 - n. MSA, Exhibit H: Special Terms and Conditions
 - o. MSA, Exhibit H.1: Authorized User Set Up Form
 - p. Payment Network Regulations
- b. MSA, Exhibit B, Section 1.a. is hereby amended by adding the following at the end of such section: “Contractor agrees that the County may use currently established accounts with a banking institution(s) that the County is currently doing business with so long as such institutions participate in the ACH system.”
- c. MSA, Exhibit C.1, section 3. d is hereby deleted in its entirety.

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SIGNATURE PAGE

IN WITNESS WHERE OF, the Parties hereto have executed this Contract the dates shown below their respective signatures.

ELAVON, INC.,*:

Timothy I. Miller Senior Vice President

Print Name DocuSigned by: Timothy I. Miller Title 5/8/2023
Signature Date

Print Name Title
Signature Date

* Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required:

- 1) The document must be signed by two people. One of them must be the chairman of the board, the president or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

County of Orange, political subdivision of the State of California
Office of Treasurer-Tax Collector

Print Name Title
Signature Date

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CA

By: Ronnie Magsaysay
RONNIE M. MAGSAYSAY, DEPUTY
Date: 5/8/2023