




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: D-12
Agenda Date: August 20, 2020
Agenda Placement: Admin.
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kristina Aguilar, CPA, Administrative Division Manager, (805) 961-8813

SUBJECT: Application for Merchant Services Account with Bank of America

RECOMMENDATION:

Approve, ratify, and authorize the Air Pollution Control Officer to sign an application for merchant services with Bank of America for credit card processing services.

DISCUSSION:

On September 13, 1994, the Board of Supervisors adopted a resolution authorizing the acceptance of credit cards for payment of services provided by the County in accordance with Government Code section 6159. At that time, the District was a County Department and was covered under this resolution.

On December 20, 2018, your Board adopted a resolution authorizing the District specifically to accept credit cards, debit cards, or electronic funds transfers and to impose certain fees for the use of a credit or debit card or electronic funds transfer not to exceed the costs incurred by the District.

In May of 2020, the Santa Barbara County Treasury Office contacted District staff and recommended that the District establish its own separate merchant services account by the end of the fiscal year. Previously, the District had been included with the County's merchant services account with Bank of America. They made this recommendation due to the District being a separate entity from the County. This would allow the District to have its own merchant identification number which will make tracing credit card payments easier for accounting purposes. The District would also oversee its own Payment Card Industry (PCI) compliance and merchant fees from Bank of America.

Aeron Arlin Genet, Air Pollution Control Officer

Because the County requested that this be completed by fiscal year end, June 30, 2020, the Air Pollution Control Officer signed the Bank of America merchant services application on June 18, 2020, after consulting with District Counsel, to get the process started.

The Air Pollution Control Officer is requesting that your Board ratify that action and authorize the signing of the application.

FISCAL IMPACT:

There is no fiscal impact related to this ratification. Funds for credit card processing fees were included in the FY 2020-21 budget.

ATTACHMENT:

- A. Bank of America Merchant Processing Application and Agreement

ATTACHMENT A

Bank of America Merchant Processing Application and Agreement

August 20, 2020

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 5)**COMPLETE SECTIONS (1-9)****Bank of America**

Merchant Services

Loc. 1 of 1

Merchant #:

BAMSBBN0TCK2105

(1) TELL US ABOUT YOUR BUSINESS

BAMSNat2302NoTCKEdit(ia)

Client (Your Business LEGAL Name):

Santa Barbara County

Store #:

☐ Same as Legal Name or Provide DBA/Outlet Name:

APCD

First/Last Contact Name:

Rachel Silva

Legal Physical Address (No P.O. Box allowed):

260 N. San Antonio Rd.

Suite #:

A

City:

Santa Barbara

State:

CA

Zip Code:

93110

DBA Address (No P.O. Box or Mail Address allowed. Provide official designation of your location space by lessor if space is rented or leasing space.):

260 N. San Antonio Rd.

Suite #:

A

City:

Santa Barbara

State:

CA

Zip Code:

93110

Your Business Phone:

(805) 961-8891

☐ Same as Business Phone or

Merchant's Customer Service Phone: (805) 961-8800

Your Fax Phone:

(805) 961-8801

Method of Receiving Notice of Chargebacks and Other Disputes:

☒ Dispute Manager and Mail (06)☐ Dispute Manager Only* (05)

Your E-Mail Address: (Required for IP or TeleCheck)

silvar@sbcapcd.org

Your Customer Service E-Mail Address:

Website Address:

www.ourair.org

* Please note that if Dispute Manager Only is selected, you must sign up for a complimentary Business Track Account and check your Dispute Manager activity in order to receive notice of, and challenge, Chargebacks and other disputes. If you do not sign up for a complimentary Business Track account and check your Dispute Manager activity, you will not receive notice of, or be able to challenge, Chargebacks and other disputes.

(2) MASTERCARD® / VISA® / DISCOVER® / AMERICAN EXPRESS®

Your Total Cash and Credit Sales:

(For All Outlets)

\$ 450,000

Estimated Mastercard/Visa Average Ticket/Sales Amount for this Outlet:

\$ 1,500.00

Total Annual Mastercard/Visa Volume:

(For All Outlets)

\$ 295,000

Estimated Discover Average Ticket for this Outlet:

\$ 1,500.00

Total Annual Discover Volume:

(For All Outlets)

\$ 5,000

Estimated American Express Average Ticket for this Outlet:

\$

Total Annual American Express Volume:

(For All Outlets)

\$ 0,000

Annual Mastercard/Visa Volume for this Outlet: (For Multiple Outlets Only)

\$,000

Est. Discover Annual Sales Volume for this Outlet: (For Multiple Outlets Only)

\$,000

Est. American Express Annual Sales Volume for this Outlet: (For Multiple Outlets Only) \$,000

(3) ENTITLEMENTS☒ Mastercard ☒ Visa ☒ Discover (Including Diners Club International®, JCB, UnionPay and BCCard) ☐ Discover Direct or☐ Discover Pass Through 6 0 1 1 (Complete only if Client has a Discover Direct Strategic Relationship)☐ American Express® (Includes credit and prepaid cards)☐ American Express OptBlue® 1☐ American Express Direct: _____

Franchise Name: _____

☐ IATA/ARC Code: _____ (for MCC 4722 only)☐ EBT (SNAP) FNS # (XREF): _____☐ Voyager Fleet

Annual Voyager Volume: \$ _____

Participation in Voyager Tax Exempt Program: ☐ Yes ☐ No (If yes, additional request form required)☐ WEX Full Acquiring

Annual WEX Volume: \$ _____

☐ WEX (Non-Full Svc)☐ Mastercard Fleet☐ Debit Network Acceptance 8 4 0 8 9 8 7 0☐ Gift Card (A separate set-up form is required.)

* The American Express OptBlue program, and our pricing for it set forth on page 3 of this document are available to you if you are, and as long as you remain, qualified to participate in this program as described in Section 9 of this document; fees for American Express processing, on pages 2 and 4 of this document, apply to all American Express programs.

(4) PROVIDE MORE BUSINESS DATAState Incorp. C A Month/Year Started: 01/2015☐ Sole Ownership ☐ Partnership ☐ Public Corp. ☐ Private Corp. ☐ L.L.C. ☐ Franchisee OwnedCheck one: TIN Type: ☒ EIN (Fed Tax ID #) ☐ SSN D&B #:No. of Employees: 75**IMPORTANT IRS INFORMATION**☐ Non-Profit ☐ Non-Profit/Tax Exempt as described in 26 USC Section 501(c)(3) OR a Tribal (Native American) government or Tribal government-owned. ☒ Gov't. Entity
If tax exempt, provide copy of IRS Determination Letter; if Tribal government, provide evidence of tribal recognition, and proof of tribal ownership if separate entity.**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part III, Section A.3 of your Program Guide for further information.)Name (as it appears on your income tax return)²

Santa Barbara County Air Pollution

☒ Federal Tax ID#: (as it appears on your income tax return)²

770384167

☐ I certify that I am a foreign entity/nonresident alien.

(If checked, please attach IRS Form W-8.)

² If Client is a disregarded entity under IRS regulations and has provided its owner's taxpayer filing name and Federal Tax ID above, then please attach an IRS Form W-9.

EMV/Mag Swipe 0 % + Keyed Manually 100 % = **100%** Please provide a brief description of the product/services you sell: Government services for air quality control paymentsPOS Card Present (EMV/MAG Swipe and/or Manual Imprint) 0 % + Mail Order/Direct Marketing _____ % + Phone Order 100 % + Internet _____ % = **100%**Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☒ No (e.g., providers of merchant gateway, electronic data capture, or loyalty program services).

If yes, give name/address: _____

Please identify any software used for storing, transmitting, or processing Card transactions or Authorization requests: _____

(5) PROVIDE INFORMATION ON THE OWNER(S) AND PRIMARY DECISION MAKER

PLEASE PROVIDE INFORMATION ON THE PRIMARY DECISION MAKER AND ON INDIVIDUALS WHO OWN TWENTY FIVE PERCENT OR MORE OF YOUR BUSINESS

Owner/Primary Decision Maker Name: Rachel Silva	D.O.B.: 01/01/2000	Social Security #: 770-38-4167	Home Phone: (805) 961-8891	% of Ownership: 02
Home Address: 260 N. San Antonio Rd. Ste A	City: Santa Barbara	State: CA	Zip: 93110	Country: USA
Owner Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country:
Owner Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country:
Owner Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country:
Owner Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country:

Client Initials ANG

MERCHANT PROCESSING APPLICATION AND AGREEMENT

(Page 2 of 5)

DBA Name: **APCD**

Loc. **1** of **1**

BAMSBBNoTCK2105

(6) DESCRIBE EQUIPMENT DETAILS

BAMSNat2302NoTCKEdit(ia)

Network: ☐ (206) CARDnet* ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()

Rental - Purchase Cust.-Owned - Lease ¹ Installment Purchase (circle one)	QTY	IP	Equipment Type (Le., Terminal/VAR/Internet)	Retail - Restaurant - MOTO/Internet Lodging - Supermarket - Car Rental Quick Service Restaurant - Petro	Model Code and Name	Unit Purchase Price (w/o Tax)	Monthly Payment Due (w/o Tax)	For Customer-Owned Equipment Track/Version/Serial #
R P <input checked="" type="checkbox"/> L ¹ I	1	<input checked="" type="checkbox"/>	BridgepayGuardIso	<input checked="" type="checkbox"/> Re MOTO/ L S C QSR P	BRDIEC	\$0.00	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/ L S C QSR P		\$	\$	

If you have purchased Equipment via installment: (1) you must make three installment payments, plus Tax, equal to the amount of the Monthly Payment Due shown above (one during each of the initial three months of the Agreement); and (2) by electing to purchase Equipment via installment, you may pay more in total for Equipment than you would pay if you purchased Equipment in a single, lump sum payment.

¹A separate approval by, and non-cancelable lease agreement with, First Data Merchant Services LLC (through its business unit, First Data Global Leasing) are required; that lease agreement contains the terms and conditions for leased equipment.

NOTE: Any Special Instructions must be included on About Merchant's Business document.

Installation/ ☒ MAG/MIG to Train ☐ Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
Training: ☐ No Merchant Training ☐ Installer / In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call: _____ ☐ am ☐ pm

Client Abuse Fee: The greater of (1) \$250, and (2) the fair market value of Equipment that you return to us damaged, if the Equipment had been returned in new condition (reasonable wear and tear excepted).

Wireless Provider: ☐ GPRS AT&T or ☐ CDMA Sprint

Check one: ☐ Gateway Solutions ☐ Dial Solutions ☐ Global Gateway ☐ Payeezy Gateway ☐ VSAT² ☐ Frame ☐ Other: _____

VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

NOTE: ²Requires separate agreement between Client and its VSAT provider prior to implementation of this telecommunications protocol.

(7) ACQUIRING FEE SCHEDULE

(Please refer to Part III, Section A.3 of the Program Guide for important information about certain fees. Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

Start-Up Fees (One-Time Charge)	Billed Monthly Fees (If Applicable)	Internet
Account Setup Fee (339) \$ _____	Monthly Service Charge (335) \$ _____ (will also be billed inactive months for seasonal merchants)	Start-Up Fees
Reprogramming Fee (31A) \$ _____	Minimum Processing Fee (953) \$ _____	Global Gateway Set-up Fee (31X)
Debit Network Set-up Fee (31B) \$ _____	Monthly Service Charge ⁴ (Deferred Billing only) (329) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
Clover Go Set-up Fee (per MID) (62S) \$ _____	Minimum Processing Fee ⁴ (Deferred Billing only) (90B) \$ _____	Payeezy Gateway Set-up Fee (40B)
Wireless Fee (terminal download) (31E) \$ _____	Monthly Wireless Fee ⁴ (per TID) (60J) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
Miscellaneous Fee (31J) \$ _____	ClientLine ⁶ (OnLine Reporting) ⁴ (32R) \$ N/C	eCommerce Payment Platform Set-up Fee (30R)
Equip. Purchase (ACH) ³ \$ _____	Paper Statement Fee ⁴ (323) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
Other: () \$ _____	Premium Equip Service Program ⁴	Internet Set-up Fee (30R)
Total Amount \$ _____ w/o tax	<input type="checkbox"/> Yes <input type="checkbox"/> No (per TID) (32U) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
	Online PCI Validation Access Fee ⁷ (33Q) \$ _____	Billed Monthly Fees
	Monthly PCI Support Package ⁴ (49A) \$ _____	Global Gateway ⁴ (31Z)
	Clover Go Monthly Fee ⁴ (per MID) (32Y) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
	Clover Services Fee ^{4,8} (2ST) \$ _____	Payeezy Gateway ⁴ (40A)
	Main Street Insights (formerly known as, and may appear on your monthly statement or in other communications as, "Clover Insights") (49M) \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
	Perka (2D6) \$ _____	eCommerce Payment Platform ⁴ (44M)
	Other: () \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
	Other: () \$ _____	Internet Service Fee ⁴ (394)
	Other: () \$ _____	FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____
	Other: () \$ _____	Authorizations/Other Fees⁶
		Internet, Global Gateway, Mastercard, Visa, Discover, American Express, Check (03R, 04R, 06I, 07I, L19) \$ 0.10
		Payeezy Gateway (0FC) \$ _____
		Deferred Billing Option
		Month: _____ Year: _____
		("Deferred Billing Month" - See footnote 4 for more information)

⁴ If a Deferred Billing Month is indicated in the Deferred Billing Option box, these fees will initially be charged in that Deferred Billing Month; if no Deferred Billing Month is indicated, then these fees will be charged on the date indicated on your first statement from us.

⁵ One-time fee applicable to each unit of your equipment that is (1) enabled for TransArmor Encryption, as part of the TransArmor Data Protection service or TransArmor Solution, (2) connected to a merchant point of sale network and (3) either a non-Verifone device, using the TransArmor Verifone Edition encryption method, or a Verifone device.

⁶ Authorization Fees apply to all Authorization attempts on both Sales Drafts and Credit Drafts (return transactions).

⁷ Notwithstanding any term or provision of the Program Guide (including Section 31 and Section 35 of the Program Guide) to the contrary, the PVA Service and Clover Security Plus are available to Level 3 Merchants and Level 4 Merchants. "Level 3 Merchant" means a merchant defined as a Level 3 Merchant under Card Organization Rules, which may include merchants that process less than 1 million Card transactions annually, at least 20,000 of which are e-commerce transactions.

⁸ Notwithstanding any term or provision of the Clover Service in the Program Guide, or in the online Clover terms (including the End User License Agreement with Clover), that may be to the contrary: (a) Client will subscribe to all Service Plans from us, and not Clover, through the Clover App Market; (b) the Clover App Market includes that portion of the Clover Service website through which Third Party Services apps and/or Service Plans may be subscribed to or purchased; (c) each Service Plan includes all of the applications listed within the service description for that Service Plan; (d) the Clover Service terms in the Program Guide, not the Clover EULA, govern all Service Plans; and (e) fees for Service Plans will be disclosed on the Clover website or Clover App Market and will be charged by Clover on our behalf.

Client Initials **AMG**

MERCHANT PROCESSING APPLICATION AND AGREEMENT

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DBA Name: **APCD**

Pricing Type: **0 0 1**

Global Fee Table # _____

Loc. **1** of **1**

Visa/Mastercard/Discover Schedule Version:
BAMS.MVD.S20.1.IC_Gross

American Express OptBlue Schedule Version:

BAMSBBN0TCK2105

(7) ACQUIRING FEE SCHEDULE (cont'd)

BAMSNat2203NoTCKEdit(1a)

(Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

Discount Fees

Accept all Mastercard, Visa, Discover and American Express OptBlue Transactions
(presumed, unless any selections below are checked)

Mastercard Acceptance

- ☐ Accept MC Credit transactions only
☐ Accept MC Non-Debit Network Transactions only

Visa Acceptance

- ☐ Accept Visa Credit transactions only
☐ Accept Visa Non-Debit Network Transactions only

Discover Network Acceptance

- ☐ Accept Discover Network Credit transactions only
☐ Accept Discover Network Non-Debit Network Transactions only

Pricing Method:⁶ (Select One: All Discount Rates are charged based on Gross sales volume, not the number of transactions.)

Mastercard/ Visa/Discover/ American Express OptBlue Discount Rate	Mastercard/ Visa/Discover/ American Express OptBlue 2-Tier	Mastercard/ Visa/Discover/ American Express OptBlue 3-Tier	Mastercard/ Visa/Discover/ American Express OptBlue Interchange Plus ³
Mastercard/Visa Interchange Plus (Key 0-273, 0-237, 0-274, 0-27L) Auto BB = P Auto RB = N			<input checked="" type="checkbox"/> G 549,564 (key-0) <input type="checkbox"/> N 553,563 (key-0)
Discover Interchange Plus (Key 0-234)			<input checked="" type="checkbox"/> G 527 (key-0) <input type="checkbox"/> N 528 (key-0)
American Express OptBlue IC Plus (Key 0-286)			<input type="checkbox"/> 57B (key-0)

QUALIFIED VOLUME DISCOUNT RATES

Mastercard Credit Discount Rate	(440)	%	%	%	.15 %
Visa Credit Discount Rate	(444)	%	%	%	.15 %
Discover Credit Discount Rate	(984)	%	%	%	.15 %
American Express OptBlue Discount Rate	(84A)	%	%	%	%
Mastercard Non-Debit Network Discount Rate	(690)	%	%	%	%
Visa Non-Debit Network Discount Rate	(694)	%	%	%	%
Discover Non-Debit Network Discount Rate	(948)	%	%	%	%
Regulated Mastercard/Visa/Discover Non-Debit Network Sales Discount Rate ¹	(27D)	%	%	%	%
Regulated Mastercard/Visa/Discover Non-Debit Network Sales Transaction Fee ¹	(28C, 28D)	\$	\$	\$	
Regulated Mastercard/Visa/Discover Non-Debit Network Sales Auth and Return Transaction Fee ¹	(0CD, 28D)	\$	\$	\$	
Discount Rate for Mastercard World/Visa Reward Sales	(680, 684)			%	
Discount Rate for Discover Premium Sales	(7AA)			%	
Mastercard Auth & Return Transaction Fee ⁵	(10A, 002)	\$	\$	\$.10
Visa Auth & Return Transaction Fee ⁵	(10D, 006)	\$	\$	\$.10
American Express OptBlue Auth & Return Transaction Fee ⁵	(10P, 014)	\$	\$	\$.10
Discover Auth & Return Transaction Fee ⁵	(10J, 016)	\$	\$	\$	

ADDITIONAL DISCOUNT RATES FOR MID-QUALIFIED VOLUME² (Does not apply to Mastercard/Visa/Discover/American Express OptBlue 2 Tier)

Add Discount Rate for Mid-Qualified Mastercard/Visa Credit ²	(810, 814)			%	
Add Discount Rate for Mid-Qualified Discover Credit ²	(990)			%	
Add Discount Rate for Mid-Qualified American Express OptBlue ²	(81C)			%	
Add Discount Rate for Mid-Qualified Mastercard/Visa Non-Debit Network ²	(870, 874)			%	
Add Discount Rate for Mid-Qualified Discover Non-Debit Network ²	(968)			%	
Discount Rate for Mid-Qualified Mastercard World/Visa Reward Sales	(670, 674)			%	
Discount Rate for Mid-Qualified Discover Premium Sales	(7AE)			%	

ADDITIONAL DISCOUNT RATES FOR NON-QUALIFIED VOLUME²

Add Discount Rate for Non-Qualified Mastercard/Visa Credit ² Auto BB = P Auto RB = N (820, 824)			%	%	
Add Discount Rate for Non-Qualified Discover Credit ²	(994)		%	%	
Add Discount Rate for Non-Qualified American Express OptBlue ²	(82A)		%	%	
Add Discount Rate for Non-Qualified Mastercard/Visa Non-Debit Network ²	(880, 864)		%	%	
Add Discount Rate for Non-Qualified Discover Non-Debit Network ²	(978)		%	%	
Discount Rate for Non-Qualified Mastercard World/Visa Reward Sales	(680, 684)			%	
Discount Rate for Non-Qualified Discover Premium Sales	(7AI)			%	

Mastercard Settlement (or per item) Fee	(001, 002)	\$	\$	\$.10
Visa Settlement (or per item) Fee	(005, 006)	\$	\$	\$.10
American Express OptBlue Settlement (or per item) Fee	(013, 014)	\$	\$	\$.10
Discover Settlement (or per item) Fee	(015, 016)	\$	\$	\$	
Non-Qualified Interchange and Surcharge Fees (Key 0-340, 0-341, 0-208, 0-35J) Auto BB = A (30D) If value is 0%, Auto RB = N (Do not key FSC) If value is greater than 0%, Auto RB = M (Key FSC) Applies to Non-qualified Mastercard, Visa, Discover, American Express OptBlue Credit and/or Non-Debit Network Transactions. See the Program Guide for more details.					
			%		

SWIPED/NON-SWIPED — DISCOUNT RATES⁴

Mastercard/Visa/Discover/American Express OptBlue/Debit Network Swiped Discount Rate (23Z) Auto BB = P Auto RB = N		%			
Mastercard/Visa/Discover/American Express OptBlue/Debit Network Non-Swiped Discount Rate (24D)		%			
Non-Swiped - Mastercard/Visa/Discover/American Express OptBlue/Debit Network Transaction Fee (24B)		\$			

¹ Applies to Non-Debit Network Transactions identified by Issuers and Card Organizations as being subject to the June 29, 2011 Final Rule on Debit Card Interchange.

² These rates are in addition to the above applicable Qualified Volume Discount Rate(s).

³ For each Visa, Mastercard, and Discover Card transaction you will be charged the applicable interchange rate set by Visa, Mastercard, or Discover (depending on the Card type used); plus an Assessment Fee as noted on your Interchange Rate Schedule. For each American Express Card transaction you will be charged the applicable Program Pricing for American Express OptBlue, plus an American Express Assessment Fee as noted on your Program Rate Schedule. These fees are in addition to any other fees, including any fees referenced on this Acquiring Fee Schedule. Note that the Discover Assessment Fee will increase to 0.14%, effective April 1, 2020, and the American Express Assessment Fee will increase to 0.16%, effective April 1, 2020.

⁴ For Swiped / Non-Swiped, the Card Organization Fees on the following page do not apply.

⁵ Authorization Fees apply to all Authorization attempts on both Sales Drafts and Credit Drafts (return transactions).

⁶ The Visa International Acquirer Fee of 0.45% and the Mastercard Acquirer Program Support Fee of 0.85% will be billed to you as part of the Visa interregional / international interchange rates for the Discount Rate and Interchange Plus pricing methods or as part of the Mid-Qualified and Non-Qualified fees for the 2-Tier and 3-Tier pricing methods. Both of these fees apply to transactions processed at U.S. merchant locations with a non-U.S. issued card. Effective April 1, 2020, both of these fees will be broken out into separate billing line items on your merchant statement. Please note that the Visa International Acquirer Fee will appear as "VS INTL ACQ FEE" and the Mastercard Acquirer Program Support Fee will appear as "MC Global Acquirer Fee" on your merchant statement. Additionally, effective April 1, 2020, the American Express Program Pricing rates for all non-U.S. issued cards will increase by 0.60% for the Discount Rate and Interchange Plus pricing methods.

Client Initials **AAG**

MERCHANT PROCESSING APPLICATION AND AGREEMENT

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DBA Name: APCD

Loc. 1 of 1

BAMSBBN0TCK2105

(7) ACQUIRING FEE SCHEDULE (cont'd)

BAMSNa12302NoTCKEdit(ia)

(Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

DEBIT NETWORK RATES

Debit Network Transactions (key 0-590, 0-593, 0-597, 0-587, 0.0014-180) ³	(018, 42R)	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
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DISCOVER PASS THROUGH

Discover Auth Fee ⁴	(10J)	\$	\$	\$	\$
Discover Settlement (or per item) Fee	(015, 016)	\$	\$	\$	\$

Other Fees

Card Organization Fees

Mastercard Cross Border Fee USD	(605)	0.60%	Mastercard Network Access Settle Fee	(60M)	\$0.0195
Mastercard Cross Border Fee Non-USD	(606)	1.00%	Mastercard Kilobyte Fee	(Key 0-278)	\$0.0035
Mastercard AVS Card Not Present Fee	(10Z)	\$ 0.01	Visa Acquirer Processing Fee Credit - Domestic	(04H)	\$0.0195
Mastercard Acquirer AVS Billing	(0FB)	\$ 0.01	Visa Acquirer Processing Fee DB/PP - Domestic	(04J)	\$0.0155
Mastercard Processing Integrity Fee - Pre-Auth	(03H)	\$ 0.045	Visa Acquirer Processing Fee Credit - International	(04M)	\$0.0395
Mastercard Processing Integrity Fee - Undefined Auth	(03I)	\$ 0.045	Visa Acquirer Processing Fee DB/PP - International	(04N)	\$0.0355
Mastercard Processing Integrity Fee - Final Auth	(03J)	0.25%	Visa BASE II Credit Voucher Fee Credit - Domestic	(47P)	\$0.0195
Mastercard Processing Integrity Fee - Final Auth Minimum	(03K)	\$ 0.04	Visa BASE II Credit Voucher Fee DB/PP - Domestic	(47O)	\$0.0155
Mastercard Transaction Processing Excellence Fee - Excessive Authorization Attempts ⁶	(03T)	\$ 0.10	Visa BASE II Credit Voucher Fee Credit - International	(48P)	\$0.0395
Mastercard Processing Excellence Fee - Nominal Amount Authorizations ⁷	(03U)	\$ 0.045	Visa BASE II Credit Voucher Fee DB/PP - International	(48O)	\$0.0355
Mastercard Processing Integrity Fee - Detail Report	(03L)	\$ 0.017	Visa BASE II System File Fee	(47N)	\$0.0018
Mastercard License Volume Fee ¹	(818)	0.0061%	Visa International Service Assessment Fee Base	(22A)	1.00%
Mastercard Merchant Location Fee	(Key 0-24I)	\$ 1.25	Visa International Service Assessment Fee Enhanced	(22Z)	1.40%
Mastercard Account Status Inquiry Service Interregional Fee	(11G)	\$ 0.03	Visa Zero Amount + AVS Fee	(10X)	\$ 0.025
Mastercard Account Status Inquiry Service Intraregional Fee	(11H)	\$ 0.025	Visa Zero Amount Fee	(10Y)	\$ 0.025
Mastercard CVC 2 Fee	(11M)	\$ 0.0025	Visa Misuse of Auth Fee	(04G)	\$ 0.09
Mastercard Auth Suspect Fraud Reversal Rebate	(03N)	\$ 0.015	Visa Zero Floor Limit Fee	(04I)	\$ 0.20
Mastercard Digital Enablement Fee	(24E)	0.01%	Visa Partial Auth Non-Participation Transaction Fee	(12D)	\$ 0.01
Mastercard Global Travel Transaction Program B2B Fee	(22W)	1.57%	Visa Transaction Integrity Fee	(238)	\$ 0.10
Mastercard Freight Program Fee	(24W)	0.50%	Visa Late Acceptance or No Response to Dispute Fee	(25R)	\$ 0.50
Mastercard SecureCode™ (Identity Check™) 1.0 Fee ⁵	(03E)	\$ 0.03	Visa Late Response to Dispute Fee	(25V)	\$ 1.35
Mastercard SecureCode™ (Identity Check™) 2.0 Fee ⁵	(48Q)	\$ 0.01%	Visa Staged Digital Wallet Fee	(24H)	\$ 0.10
Mastercard Interchange Compliance Downgrade Fee	(24X)	\$ 0.15	Visa Fixed Acquirer Network Fee	(Key 0-NF1, Key 0-NF2)	See FANF Table on Rate Schedule
Mastercard Claims Manager Fee (Dispute Case Fee Mastercard DMS) ⁸	(48L)	\$ 1.35	Visa Int'l Acquirer Fee (for MCC codes 5962, 5966, 5967 only)	(22F)	0.45%
Mastercard Network Access Auth Fee	(0B4)	\$0.0195	Discover Data Usage Fee	(22E)	\$0.0195
			Discover Network Auth Fee	(0BC)	\$0.0025
			Discover International Service Fee	(22H)	0.80%

Processing Fees

Chargeback Fee	(205,725,20L)	\$ 25.00
Mastercard/Visa/Discover/American Express Voice Auth	(10B, 10E, 10K, 10Q, 039, 03A, 049, 04A, 069, 06A, 079, 07A)	\$ 0.95
Mastercard/Visa/Discover/American Express ECR/Autobats AVS	(03B, 07B, 03C, 07C, 04B, 04C, 06B, 06C, 07B, 07C, 405, 406, 407, 408, 435)	\$ 0.10
American Express Direct Auth Fee	(10P)	\$
American Express Direct Transaction Fee	(013)	\$
ACH Reject Fee	(401)	\$ 25.00
Batch Settlement Fee	(227)	\$
EBT	(18E, 18I, 02X, 18H)	\$ 0.15
Mastercard Global ePricing Service	(897)	%
Visa Global ePricing Service	(898)	%
Monthly Funding Advantage ²	(158)	%
American Express Sales Discount ²	(164)	%
Discover Sales Discount ²	(170)	%
Other:	()	\$

Additional Fees (If Applicable)

Other:	()	\$
Other:	()	\$
Other:	()	%
Other:	()	%

Card Reader Statement Credit

Card Reader Statement Credit (96U) \$ _____:

To be eligible for the Card Reader Statement Credit set forth above ("Statement Credit") you must: (1) apply for and be approved for a new Bank of America Merchant Services Clover Go business account; (2) purchase from us in this Merchant Processing Application and Agreement a Clover Go reader or a Clover Go bluetooth reader; (3) submit to us at least \$1500.00 in transactions for processing on your Clover Go business account within three (3) months of the date that such account is approved by us; and (4) satisfy all other requirements (collectively, the "Eligibility Requirements"). If you satisfy all of the Eligibility Requirements, the Statement Credit will be credited toward your merchant account no later than the sixth month after you begin processing Card transactions with us. The Statement Credit will be applied towards any amounts you owe us. To the extent the Statement Credit exceeds the amounts you owe us, the Statement Credit will be credited to your Settlement Account. Neither the Clover Go charging stand nor any other equipment or supplies are eligible for this offer. Please note the following additional terms and conditions that apply to this offer and to the Statement Credit: (a) there is a limit of one Statement Credit per Location; (b) your Clover Go business account must be in good standing and you must be actively processing with us on the date the Statement Credit is due to be applied to your account in order to receive the Statement Credit; (c) any applicable taxes are the responsibility of the account holder; (d) the Statement Credit may not be combined with any other offer; and (e) this offer is subject to change without notice.

- ¹ This fee is based on a good faith effort to recover and allocate among our customers Mastercard's annual fees for licensing and third party processing and calculated by multiplying your settled Mastercard dollar volume by the above percentage rate (which rate may be adjusted to reflect changes in those Mastercard fees and/or our allocation).
- ² Applicable only to monthly billing and will be assessed on monthly Gross sales volume, not the number of transactions.
- ³ You will be charged the applicable pass-through fees from the Debit Networks, plus any other fees indicated on this Acquiring Fee Schedule.
- ⁴ Authorization Fees apply to all Authorization attempts on both Sales Drafts and Credit Drafts (return transactions).
- ⁵ The Mastercard SecureCode™ (Identity Check™) 1.0 Fee applies to Identity Check verification requests that use the 3D Secure 1.0 protocol, whereas the Mastercard Identity Check™ 2.0 Fee applies to Identity Check verification requests that use the 3D Secure 2.0 protocol. Mastercard Identity Check is an optional service for E-Commerce merchants that allows for an additional level of shopping security by requiring cardholders to enter additional log-in credentials that are verified by the issuer when completing an online sale (if the issuer participates in the service). Note that the Mastercard SecureCode (Identity Check) 1.0 Fee will increase to \$0.05, effective April 1, 2020.
- ⁶ Fee assessed on each declined authorization after 20 previously declined attempts have been made on the same card number at the same merchant location in a 24-hour period.
- ⁷ Each excessive authorization attempt will also be assessed the Mastercard Processing Integrity Fee - Detail Report.
- ⁸ Fee assessed on each approved, card not present authorization that is submitted for \$1 or less and then subsequently reversed in an effort to validate card status.
- Each nominal amount authorization also be assessed the Mastercard Processing Integrity Fee - Detail Report.
- ⁹ Fee assessed on each Mastercard incoming chargeback.

Client Initials **AMG**

MERCHANT PROCESSING APPLICATION AND AGREEMENT

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DBA Name: APCD

Loc. 1 of 1

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(7) ACQUIRING FEE SCHEDULE (cont'd)

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(Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

Early Termination

Note: See Part III, Section A.3 of the Program Guide and the terms below for complete information.

If you are not a Group Member or if the Group Owner Agreement is not in effect, the first two paragraphs under the heading "Liquidated Damages", contained in Part IV, Section A.3 of the Program Guide, remain in full force and effect. If you are a Group Member and the Group Owner Agreement is in effect, those first two paragraphs are hereby deleted in their entirety. Notwithstanding the foregoing, any early termination fees or liquidated damages set forth or referenced in this MPA, the Program Guide, or elsewhere in the Merchant Agreement do not apply to Client if Client generates less than \$2 million in Card or electronic commerce transactions each year. For the avoidance of doubt, to the extent of a conflict between the previous sentence and any other provision of this MPA, the Program Guide, or the Merchant Agreement, the previous sentence shall govern.

WEX Full Acquiring Fees

WEX Auth Fee (0D4) \$ _____	WEX Chargeback Reversal Disc't (843) _____%
WEX Sales Discount (840) _____%	WEX Chargeback Fee (29H) \$ _____
WEX Refund Discount (841) _____%	WEX Retrieval Fee (29I) \$ _____
WEX Chargeback Discount (842) _____%	

Buypass Fees

Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No	Datawire Micronode Monthly Fee (354) \$ _____ (each)
Authorization Fees	
Voyager (10W) \$ _____	WEX (Non-Full Svc) (0D4) \$ _____
Other Payment Fees	
Sales Disc't Rate (766) _____%	Credit Disc't Rate (767) _____%

Fleet Fees

Fleet One Auth Fee (0B2) \$ _____
FleetCor® Auth Fee (0B3) \$ _____

(8) AGREEMENT APPROVAL

Please read this Merchant Processing Application and Agreement (together with its attachments and schedules and the About Merchant's Business Document, the "MPA" or "Merchant Processing Application") and the Merchant Services Program Guide ("Program Guide") in their entirety. Together, they describe the terms under which Banc of America Merchant Services, LLC ("Processor" or "BAMS") and Bank of America, N.A. ("Bank") and, together with Processor, "we", "us", "our", or "Services") will provide Services to the above-named Client ("Client"). This MPA and Parts I, III, and IV of the Program Guide may be referred to collectively in Section 8 and Section 9 of this MPA as the "Merchant Agreement." Any capitalized term used but not defined in this MPA has the meaning for such term set forth in the Program Guide.

Pricing Schedule Acknowledgments. By signing below, the undersigned, for themselves and for and on behalf of Client, acknowledge that they have received and read: (1) the Non-Qualified Rate Schedule (specific to Client's industry and the Card types Client has elected to accept), Interchange Rate Schedule (and American Express OptBlue Program Rate Schedule, if applicable), and/or Qualification Tier Rate Schedule (as applicable to Client's Pricing Method); and (2) the Debit Network Fees Schedule.

General Representations, Warranties, Acknowledgments, and Designation. By signing below, the undersigned, for themselves and for and on behalf of Client: (1) represent and warrant that they have received and read this MPA and the Program Guide; (2) represent and warrant that they are authorized to sign and submit this MPA, the About Merchant's Business document, and the Program Guide on behalf of Client; (3) represent and warrant that they are authorized to disclose the owner and other information provided in this MPA, and that they are a primary decision maker for Client; (4) represent and warrant that all information provided in this MPA, including the owner and primary decision maker information, is true, complete, and accurate; and (5) designate the bank account(s) identified in this MPA as the Settlement Account and authorize Services to debit and credit the Settlement Account via ACH transactions for all amounts owed in connection with this MPA or the Merchant Agreement.

Credit Report Authorizations. In connection with (1) our determination of whether to accept the Agreement, (2) any maintenance, updating, review, or extension of the Agreement or any other agreement between us and/or our Affiliates and you, (3) our and our service providers' evaluation of the credit and financial status of you and individuals associated with your business, and (4) any other lawful reason, the undersigned, for themselves and for and on behalf of Client, authorize Processor, Bank, and their service providers to (a) obtain from consumer reporting agencies individual and business credit reports (collectively, "Credit Reports"), credit information, financial information, account information, and transaction information (including without limitation account and transaction information regarding the undersigned's and/or Client's accounts with Bank or Bank's affiliates and any personal information) related to the undersigned and/or Client, and (b) review, use, and share (with First Data Merchant Services, LLC, TeleCheck Services, Inc., any other Affiliates of Processor or Bank, any governmental agency, and other third parties) all such Credit Reports and information that we obtain. The undersigned furthermore agree that all references, including banks and consumer reporting agencies, may release to us all such Credit Reports and all such information. To help the government fight the funding of terrorism and money laundering activities, Services obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA and the Agreement, as described in the USA Patriot Act.

Acknowledgments Applicable to Clients Under the American Express OptBlue Program. By signing below, the undersigned, for themselves and for and on behalf of Client, acknowledge that: (1) to be qualified under the American Express OptBlue Program Client must meet the qualification criteria set forth in the Program Guide; and (2) American Express may use the information related to Client in accordance with the Program Guide, provided Client may opt out of certain uses as provided in the Program Guide.

Business Track®, ClientLine®, and Dispute Manager™. We encourage Client to enroll in Business Track, ClientLine, and Dispute Manager. Together, these tools provide online access to merchant statements, allow Client to manage disputes and respond to Chargebacks, and provide Client other functionality and information. Within Business Track, we recommend Client enroll to receive three types of alerts: (1) Daily Account Summary; (2) Dispute Activity; and (3) Monthly Statement Availability. Please note that if Client does not set up its Business Track account and enroll in Dispute Manager, Client will not be able to challenge Chargebacks or address other types of disputes (other than via mail, if Client elected that option for its Merchant Account).

IMPORTANT NOTICE. Bank of America Merchant Services (BAMS) is a joint venture formed by Bank of America, N.A. and First Data Corporation, a subsidiary of Fiserv, Inc. On July 29, 2019, Bank of America and First Data, now Fiserv, publicly announced they will conclude their joint venture arrangement in June 2020. As part of the two companies' joint venture wind down efforts, your agreement with Bank of America Merchant Services will be allocated to one of its owners – either Bank of America or Fiserv – in June 2020. The services that you receive under your agreement with BAMS will remain in effect during and beyond wind down efforts in accordance with the terms of the agreement.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

THIS MPA AND THE MERCHANT AGREEMENT HAVE BEEN AGREED TO AND EXECUTED BY BAMS AND BANK, WITHOUT SIGNATURE, AND HAVE BEEN AGREED TO AND EXECUTED BY CLIENT AS OF THE DATE SHOWN BELOW.

Client's Business Principal: *(Signature)*

X Signature

Print Name Aeron Arin Genet

Date 19 June 2020

Title: ☐ Pres. ☐ V.P. ☐ Member L.L.C. ☐ Owner ☐ Partner ☒ Other: Air Pollution Control Officer

PROCESSOR: Banc of America Merchant Services, LLC

BANK: Bank of America, N.A.

By: Banc of America Merchant Services, LLC,
pursuant to a limited power of attorney

CARD BANKING INFORMATION

ACCOUNT ONE (MANDATORY)

First/Last Contact Name: Diane Saavedra
Phone #: 8887151000
Bank Name: Bank of America
Account Name: County of Santa Barbara
ABA#: 122000661
Account #: 1447650070

ACCOUNT TWO (OPTIONAL)

First/Last Contact Name: Allen Salas
Phone #: 8887151000
Bank Name: Bank of America
Account Name: Santa Barbara County
ABA#: 121000358
Account #: 1447750164

For each Settlement Account listed above, please attach a voided check for the Settlement Account or a letter from the financial institution where it is maintained (if other than Bank) on that financial institution's letterhead and signed by one of its officers that includes its typed ABA number and the typed Settlement Account Number.

If you list two accounts, we will endeavor to use Account One for credits (i.e., amounts paid to you) and Account Two for debits (i.e., amounts paid to us). However, pursuant to the terms of the Merchant Agreement, Account One and Account Two is the Settlement Account and we may exercise, with respect to both Account One and Account Two, all rights related to the Settlement Account arising under the Merchant Agreement, including by way of example and without limitation debiting and crediting both Account One and Account Two for all amounts arising in connection with the Merchant Agreement.

(9) PERSONAL GUARANTY AND CONSENT TO REVIEW CREDIT REPORTS

In exchange for acceptance by Banc of America Merchant Services, LLC and Bank of America, N.A. (each individually a "Guaranteed Party" and collectively the "Guaranteed Parties") of the Merchant Agreement, the undersigned ("Guarantor") unconditionally and irrevocably guarantees the full payment and performance of the Client's obligations under the Merchant Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under the Merchant Agreement. Guarantor understands that this is a guaranty of payment, and not of collection, and that the Guaranteed Parties are relying upon this Personal Guaranty and Consent to Review Credit Reports in entering into the Merchant Agreement.

In addition to the foregoing, I authorize the Guaranteed Parties to obtain credit reports and other credit-related and financial-related information about me (collectively, "Credit Reports") in connection with each Guaranteed Party's evaluation of whether to provide services to Client and this Personal Guaranty and Consent to Review Credit Reports. I also consent to the Guaranteed Parties obtaining, using, reviewing, and sharing Credit Reports in connection with any review, maintenance, modification, renewal, or extension of the MPA or this Personal Guaranty and Consent to Review Credit Reports.

Signature (Please sign below):

Signature (Please sign below):

X

, an Individual

X

, an Individual