



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

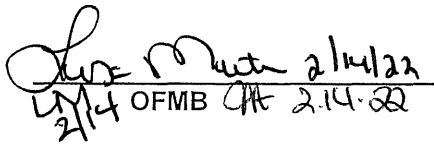
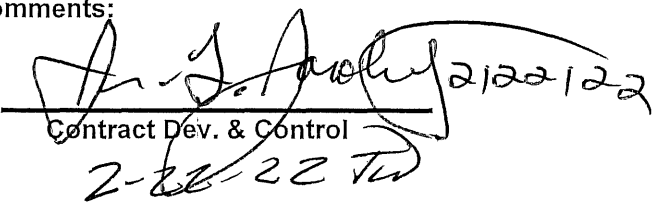
Is Item Included in the Current Budget?       Yes       No  
 Does this item include the use of federal funds?       Yes       No

Budget Account No:  
 Fund      Department      Unit      Object

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 No fiscal impact. Fees set forth in the original agreement remain, no additional funds are needed.

**C. Departmental Fiscal Review:** \_\_\_\_\_  
 Jeremy Baker, Director of Admin Services

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**  
 2/14/22  
 OFMB      2-14-22  
 2/22/22  
 Contract Dev. & Control  
 2-22-22 TD

**B. Legal Sufficiency**  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review**  
 \_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

## Terms of Payment Processing Services

This Payment Processing Services Agreement (Agreement) entered into on, the \_\_ day of \_\_\_\_\_, 202\_\_ is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County", and Genfare, a division of SPX Corporation, located at 800 Arthur Avenue, Elk Grove Village, IL 60007, a corporation authorized to do business in the State of Florida, hereinafter referred to as "Genfare".

1. **Services.** County acknowledges and agrees that Genfare is not a bank, or a payment processor, and does not directly provide the Payment Processing Services (the "Additional Services") to County but instead facilitates County's receipt of the Additional Services under the terms of this Agreement. County agrees that for the Services provided under the main agreement entered into between County and Genfare on March 17, 2020 (Main Agreement) for payment acceptance on County's fareboxes and other ticket sales/fee acceptor equipment County may deploy during such term, Genfare shall be County's exclusive provider of Additional Services to County during the Subscription Term. County acknowledges and agrees that any Transaction made utilizing the Additional Services shall not be submitted on behalf of a third party to the best of County's knowledge. County agrees that implementation of any custom interchange rate(s) which Genfare or County may have negotiated, or may in the future negotiate, directly with the Payment Brands may require time and development work. For recurring Purchaser Transactions, County shall obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third party service providers and its affiliates on request. The term of this Agreement shall be the same as the Main Agreement. Once the Services from the Main Agreement are no longer obtained or the Main Agreement expires or terminates, so does this Agreement.
  
2. **Compliance.** County agrees that it shall only access the Additional Services via the Mobile Link platform and use the Additional Services in accordance with this Agreement. County hereby agrees to comply with (a) all applicable law; (b) all applicable Payment Brand Rules; (c) the written agreement between County and the Processing Service provider (the "Processing Agreement" – contained in Annex A); (d) the Security Standards; and (e) the policies and procedures of the Processing Services provider (<https://www.chase.ca/en/support/merchant-resources/payment-brand-rules-and-regulations>) that are provided to Customer from time to time regarding Customer's use of the Processor Services. More specifically, County acknowledges and agrees that it shall:
  - Accept all categories of Visa and MasterCard Payment Instruments (i.e., debit and credit cards) unless the County has previously, through written notice, indicated election of one of the Limited Acceptance Options, as well as all foreign bank-issued Visa or MasterCard Payment Instruments;

- If a Limited Acceptance Option is selected by County, then the County must display appropriate signage to indicate the details of the applicable Limited Acceptance Option
- Not engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- Not set a dollar amount above or below which it refuses to honor otherwise valid Payment Instruments during the Subscription Term;
- Physically examine each Payment Instrument used at those attended points of sale to determine that the Payment Instrument presented is valid and has not expired;
- Notify Genfare, and to the extent possible its third party service providers, of the intent to conduct Unattended Transactions;
- Ensure that there are appropriate procedures in place to confirm that each Unattended Transaction is made by the intended Purchaser;
- Not split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- Not accept Payment Instruments for the purchase of [scrip];
- Not require a Purchaser to complete a postcard or similar device that includes a Purchaser's Payment Instrument information;
- Not disburse or advance any cash to the Purchaser, itself, its representatives, agents or employees in connection with a Transaction;
- Not accept payment for effecting credits to a Purchaser;
- Not make or have previously made a representation or agreement for the issuance of refunds except as stated in all applicable refund policies that have been published to Genfare and all Purchasers;
- Not accept or facilitate the acceptance of Payment Instruments in connection with installment plans;
- Execute any and all applications and documentation required by the Payment Brands and Genfare's third party service providers and its affiliates;
- Not operate a Prohibited Business, nor fall within the Prohibited Merchant Category, nor submit a Prohibited Transaction, as these terms are defined in Annex A, which Annex is hereby incorporated into this Agreement;
- Maintain a refund policy and disclose such refund policy to Genfare, its third party service providers, and Purchasers;
- Submit any change of its refund policy 14 days prior to the effective date of such change to Genfare and its third party service providers;
- Prepare and deliver to Genfare and its relevant third party service providers, Transactions reflecting any refund within 3 days of the County or Genfare approving such a refund;
- Not accept any payment from a Purchaser as consideration for issuing a refund;
- For recurring Transactions of a Purchaser, obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment

Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third party service providers and its affiliates on request;

- Retain written documentation specifying the frequency of any recurring charges to a Purchaser and the duration of time during which such charges may be made;
- Not submit any recurring transaction after receiving a cancellation notice from a Purchaser or a notice from Genfare, its third party service providers or any Payment Brand that a Purchaser's Payment Instrument is not to be honored;
- Offer Purchasers a data protection method such a 3-D Secure or Secure Sockets Layer (SSL);
- Maintain their respective Merchant Settlement Accounts for as long as they receive Additional Services;
- Notify Genfare and its third party service providers with no less than 5 days prior notice of an intent to close their respective Merchant Settlement Accounts;
- Substitute another Merchant Settlement Account subsequent to the closure of any prior Merchant Settlement Account;
- Obtain an authorization code through a Genfare's third party service provider for each Transaction;
- Store and retain Transactions and Transaction Receipts in compliance with the Payment Brand Rules;
- If applicable, send Genfare and Genfare's relevant third party service provider, via certified or overnight mail or confirmed fax, a written resolution of the investigation of a Retrieval Request, along with legible copies of any supporting documentation requested or required by the Retrieval Request;
- Exercise reasonable care to prevent disclosure or use of Payment Instrument Information;
- Not using Payment Brand Marks, other than as expressly authorized by the Payment Brands; and
- Use the Payment Brand Marks only to promote the services covered by the Payment Brand Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials, provided that all such uses are consistent with the Payment Brand Rules.

3. **Merchant Payment Processing Instructions and Guidelines.** As a condition of County's receipt of the Payment Processing Services, County must agree in writing to the Merchant Payment Processing Instructions and Guidelines attached hereto as Annex A, which Annex is hereby incorporated into this Agreement.

4. **Fraud Losses, Chargebacks, Refunds, Fines, and Liabilities.** County acknowledges and agrees that (i) it is solely responsible for all fraud losses it incurs in connection with the Services except for any fraud losses directly caused by (a) Genfare's failure to implement a fraud prevention measure it is required to implement under this Agreement or (b) Genfare failed to get the card properly authorized or allowed the transaction to go through without proper authorization, and that (ii) its transactions may be subject to reversals of previously settled Card Transactions ("Chargebacks") and (iii) it may be subject to fees, charges, fines,

costs, assessments, damages, liabilities, and amounts imposed as a result of County's failure to comply with the terms of this Agreement, the Main Agreement, any Payment Brand Rules, or any state, federal, or local laws, rules, or regulations ("Laws"). If County elects to make refunds of Card Transactions, County is solely responsible for such amounts and all fees relating thereto, but in no instance will County make such refunds by cash or cash equivalents. In accordance with the Payment terms of the Main Agreement, County must upon notice pay all amounts owed directly to Genfare. As per the Main Agreement, County reserves its rights to review and/or dispute amounts owed. County may elect to pay Genfare via ACH from County's designated account. County's obligation to pay amounts owed to Genfare will survive the expiration or termination of this Agreement or the Main Agreement for any reason.

5. Application; Information; Additional Representations and Warranties. County represents and warrants that all information provided in the service application (the "Application") is, and will remain throughout the term of this Agreement and any renewals thereof, true and correct in all respects. County warrants and represents that it has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of Transactions will in any manner be impaired. Further, County has not submitted a Transaction that is known or should be known to it to be either fraudulent, illegal, or damaging to any Payment Brand. If required by the Payment Processor provider, or rules applicable to the Additional Services, Genfare may require County to provide an updated Application at the time of renewal or other term extension or upon Genfare's request from time to time. County will promptly notify Genfare prior to any change in its legal name, organizational structure, ownership (private entities only), principals (private entities only), a change to County's bank account, or the filing of a bankruptcy or similar proceeding by or against it, and any failure to so notify Genfare of such event shall constitute grounds for termination of this Agreement or the Main Agreement. Further, the County does not complete credit applications. The financial strength of the County is evidenced by its AAA rating from Standard and Poor's Moody and Fitch on its General Bonds. The County complies with generally accepted accounting principles as well as the statutory financial reporting requirements of this state. The financial reports which disclose this compliance and provide financial information to support the financial stability of the County may be requested by Genfare. County further represents and warrants that its execution of and performance under this Agreement (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including its governing documents or any agreement with any third party; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party. County agrees that authorization of a Transaction indicates that the Payment Instrument (i) contains a valid account number and (ii) has an available credit balance sufficient for the amount of the Transaction.
  
6. Data Security. County and Genfare agrees to and to cause third parties acting as County's and Genfare's agent, to comply with the Payment Brand Rules and all applicable laws, including, without limitation, any and all confidentiality and security requirements of Payment Networks, including but not limited to the Payment Card Industry Data Security Standard. Without limiting the foregoing, and to the extent provided in the Main Agreement, County agrees that it is responsible for maintaining the security and integrity

of its machines and terminals and will take such measures as are necessary for such protection, including but not limited to compliance with the applicable portions of the Payment Card Industry Security Standards Council (“PCI-SSC”) “Information Supplement: Skimming Prevention - Best Practices for Merchants” (available at [www.pcisecuritystandards.org/documents/skimming\\_prevention\\_IS.pdf](http://www.pcisecuritystandards.org/documents/skimming_prevention_IS.pdf)) and Payment Card Industry Unattended Payment Terminal Security Guidelines and such other relevant guidelines and best practices as are published or promulgated by the PCI-SSC or any successor thereto. Additionally, without limiting the foregoing and to the extent provided in the Main Agreement, Genfare agrees that it is responsible for maintaining the software necessary for County to use the Processing Services; provided however, Genfare will not be responsible where Genfare provides County with a software update to implement, and County fails to implement such software update. Except where Genfare is the cause, County shall be fully and solely responsible for any damages, fines or fees incurred by County, Processing Service provider or other processor retained by County, the acquiring bank, or any other party as a result of County’s failure to comply with the foregoing or any other terms of this Agreement, through no fault of Genfare; provided however, where both Genfare and County are causes the parties agree that such fault will be borne to the extent of each party’s proportion of fault. Genfare shall be PCI compliant in accordance with all rules and regulations and in accordance with Genfare’s proposal submitted to the County on July 17, 2019 in response to County’s RFP #19-056-SS.

7. Fees. The transaction fees for the Processing Services will be payable as set forth in Exhibit C and at the rates set forth in Attachment B of Exhibit C of the Main agreement.
8. No Warranties. Except for those express warranties made regarding the Processing Services in the Main Agreement, Genfare makes no claims or warranties with respect to the Processing Services provider, or the Processing Services.
9. Support for Additional Services. Support for the Additional Services will be provided as follows: County shall provide Tier 1 support to County’s riders. Genfare shall provide Tier 2 support to County.
10. Additional Termination Rights. In addition to the termination rights contained in the Main Agreement, County acknowledges and agrees that Genfare may, upon 180 days written notice to County, suspend or terminate this Agreement following the suspension, termination, or expiration of Genfare’s agreement with the Payment Processing Services provider. Genfare will use commercially reasonable efforts to secure a new Payment Processing Services provider in order to provide uninterruptable services to County.
11. Survival. The terms of this Agreement that expressly or by implication are intended to survive termination shall survive termination of this Agreement.
12. Definitions.

“**Payment Brand**” means any payment method provider whose payment method is accepted by Paymentech for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, and other credit and debit card providers, debit network

providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

**“Payment Brand Rules”** means all published bylaws, rules, programs, and regulations, as they exist from time to time, of the Payment Brands.

**“Payment Brand”** means a Card brand (e.g., Visa, MasterCard, Discover or other card brand).

**“Payment Instrument”** means an account, or evidence of an account, authorized and established between County and a Payment Brand, or representatives or members of a Payment Brand, that are accepted from County as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts.

**“Unattended Transactions”** means those Transactions where it is not physically possible for the County to examine each Payment Instrument used, such as Transactions at unattended points of sale, on-line, mail, telephone, pre-authorized or recurring Transactions.

**“Limited Acceptance Options”** means either (i) all Visa and MasterCard consumer credit cards and Visa and MasterCard commercial credit and debit cards; or (ii) Visa and MasterCard debit cards only (excluding credit cards).

**“Purchaser”** means the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.

**“Transaction”** means a transaction conducted between (a) a County and a Purchaser, either directly or through Genfare, or (b) a Genfare and Purchaser, utilizing a Payment Instrument in which consideration is exchanged (i) between the County and Purchaser, or (ii) between the Purchaser and Genfare. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record.

**“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

**“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the County.

**“Retrieval Request”** means a request for information by a County or Payment Brand relating to a claim or complaint concerning a Transaction.



**“Payment Instrument Information”** means information related to a County or the County’s Payment Instrument that is obtained from the County's Payment Instrument or from the County’s use of a Payment Instrument (e.g., a security code, a PIN number, credit limits, account balances, or the County's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include the Payment Instrument account number and expiration date, the County’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2), and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as “cardholder data” and “sensitive authentication data” as such terms are used in the then current PCI DSS.

**“Payment Brand Marks”** means the brands, emblems, trademarks, and logos that identify a Payment Brand.

**“Merchant Settlement Account”** means at least one bank account for the deposit and settlement of funds arising from the processing of Transactions one of Genfare’s third party service providers.

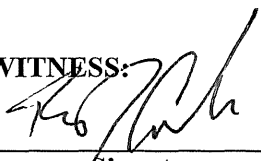
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
Mayor

WITNESS:   
\_\_\_\_\_  
Signature

CONTRACTOR:  
Genfare, a division of SPX Corporation  
\_\_\_\_\_  
Company Name

Ben Andrews, CFO  
\_\_\_\_\_  
Name (type or print)

 1/31/22  
\_\_\_\_\_  
Signature


  
\_\_\_\_\_  
Signature

Eric Kaled  
\_\_\_\_\_  
Typed Name

Terese Gillum, Contract Administrator  
\_\_\_\_\_  
Name (type or print)

President  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By  County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By  Department Director

**ANNEX A**  
**MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**



**SUBMITTER MERCHANT**  
**PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymenttech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Genfare, a division of SPX Corporation** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

**1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.**

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

**2. Your Transactions; Chargebacks and Returns.**

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

**3. Settlement and Funding.**

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that such Convenience(i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for

Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

#### 4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ARC, TEL and WEB Transactions (“ACH Transactions”). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

#### 5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

#### 6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

#### 7. Merchant Taxpayer Certification and CMS Reporting Obligations.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

#### 8. Termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. In addition, if Submitter terminates its Agreement with us, then either party may terminate this Agreement immediately upon

written notice. CMS shall be entitled to terminate this Agreement at any time upon 60 days' prior written notice to Merchant

## 9. Definitions.

- (a) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Network that Merchant accepts from Customers as payment for goods or services.
- (b) **"Account Information"** is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) **"ACH"** means Automated Clearing House.
- (d) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) **"Convenience Fee"** is a charge to a Customer's for the convenience of using the payment channel offered by Merchant through Submitter.
- (f) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"CMS"**, **"we"**, **"our"**, and **"us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (n) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **"Transaction Receipt"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

[Signature Page to Follow]

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Palm Beach County

Merchant Legal Name

By (authorized signature)

Print Name and Title

Date

Address

City, State Zip

Agreed and Accepted by:

Genfare, a division of SPX Corporation

Submitter Legal Name

By (authorized signature)

Eric Kaled, President

Print Name and Title

Date

800 Arthur Avenue

Address

Elk Grove Village, IL 60007

City, State Zip

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*Anne Helgert*  
COUNTY ATTORNEY

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of  
JPMORGAN CHASE BANK, N.A.

DocuSigned by:

*Melissa Theriault*

By

4213C3DD4FF145D...

Melissa Theriault

Executive Director

Print Name and Title

2/24/2022

Date

8181 Communications Parkway

Address

Plano, TX 75024

City, State Zip