

RESOLUTION NO. 2025-**A RESOLUTION APPROVING AN ADDENDUM TO THE AGREEMENT WITH BS&A SOFTWARE, LLC FOR THE LICENSE AND IMPLEMENTATION OF MUNICIPAL ENTERPRISE PLANNING RESOURCE SOFTWARE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on January 15, 2024, the City entered into an agreement with BS&A Software, LLC ("**BSA**") to license, implement, configure, and provide training and support for the BS&A Software (collectively, the "**BSA Software**") as the Enterprise Resource Planning software ("**ERP Software**") for the City ("**Agreement**"); and

WHEREAS, the City has identified the need to obtain payment processor software and services that allow customers to make electronic payments to the City online (collectively, the "**Payment Processor Services**"); and

WHEREAS, BSA submitted a proposal to provide the Payment Processor Services, which will be integrated with the BSA Software, for specified fees on a per-transaction basis; and

WHEREAS, the City and BSA desire to enter into an addendum to the Agreement for the provision of the Payment Processor Services ("**Addendum No. 1**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Addendum No. 1 to the Agreement with BSA for the Payment Processor Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Addendum No. 1. Addendum No. 1 to the Agreement with BSA for the Payment Processor Services is hereby approved in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator and the City Attorney.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Addendum No. 1 only after receipt by the City Administrator of at least two executed copies of the Addendum No. 1 from BSA; provided, however, that if the City Administrator does not receive such executed copies within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Addendum No. 1 shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[VOTING RECORD AND SIGNATURES ON FOLLOWING PAGE]

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

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MAYOR

ATTEST:

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CITY CLERK

#55956357\_v1

**EXHIBIT A**  
**ADDENDUM NO. 1**

## Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the City of Warrenton (“**Customer**”) (“**Agreement**”).

**1.1** BS&A provides a payment processing service module that allows Customer to receive in-person and online payments that directly integrates with the BS&A ERP platform (“**BS&A Payment**”). Customer desires to implement and use BS&A Payment in conjunction with the ERP platform provided to Customer pursuant to the Agreement. The Addendum modifies the Agreement to add BS&A Payment module and add supplemental terms related specifically to BS&A Payment.1. **Payment Processing Services. Processor Agreements.** In order to provide BS&A Payment to Customer, BS&A contracts directly with a payment processor (“**Processor**”) that facilitates transactions through credit cards, bank accounts, and NACHA (“**Payment Processing Services**”). BS&A will designate a Processor, which may change from time to time. As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). Customer will have no contractual relationship with Stripe. BS&A will directly manage the relationship with and the provision of BS&A Payment for the Customer (or merchant for the purposes of the payment transactions) and will directly manage BS&A’s relationship with Processor. BS&A is responsible to Customer for all customer services and technical support related to BS&A Payment and is responsible for all legal and financial compliance or other obligations imposed by Processor related to the BS&A Payment and the Payment Processing Services. Customer understands that the use of BS&A Payment requires the use of the Payment Processing Services and that the Payment Processing Services must be provided by BS&A in accordance with its contracts with Stripe, including the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer understands that the Stripe Agreements are solely between BS&A and Stripe, and the Payment Processing Services are provided solely by Stripe (or other Processor designated by BS&A).

**1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information reasonably requested by BS&A. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to provide the Payment Processing Services for Customer.

**1.3 Transaction Processing and Settlement.** Transactions involving Customer’s goods or services which are processed through the Payment Processing Services pursuant to this Addendum (“**Transactions**”) are processed by Processor, not BS&A. Stripe (or its partner banks) will settle transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed Transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder’s obligation to Customer in connection with the Transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer’s sole recourse for such event is solely against BS&A and not against the cardholder or the

cardholder's financial source.

**1.4 Data Usage and Sharing.** Customer authorizes BS&A to (a) access and receive data relating to the Stripe Connected Account (as such term is defined in the Stripe Agreements) that is necessary in order to complete the Payment Processing Services, including Transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe only as strictly necessary to perform the Payment Processing Services; and (c) issue instructions to Stripe regarding transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as reasonably requested by BS&A or Stripe. All customer data held by BS&A will be stored in accordance with the Agreement. Customer Confidential Information, as defined in the Agreement, shall be governed by the terms of the Agreement.

## **2. Payment Terms**

**2.1 Fees.** The fees for utilizing BS&A Payment will be as set forth in Schedule A of this Addendum ("**Processing Fees**") and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). There will be no cost for the professional services required for implementation, setup, or monthly service. There are no costs or fees for or associated with PCI compliance, chargebacks, recurring payments, or reconciliation tools. BS&A's sole compensation for the provision of BS&A Payments are the Processing Fees. Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect the Processing Fees and any undisputed liabilities arising under this Addendum by debiting funds from the Customer Account in accordance with the terms of this Addendum ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable – Customer will not owe any fees or costs to Processor as a result of this Addendum. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH Transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

**2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within sixty (60) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

**2.3 Tax Reporting.** BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for transactions processed using the BS&A Payment. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross Transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of Transactions received by Customer in connection with the use of BS&A Payment via the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its

knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

**2.4 Electronic Delivery of Tax Documents.** In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

### **3. Compliance**

**3.1 Laws and Rules.** Customer and BS&A each agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer and BS&A must comply with are set forth in the Stripe Agreements. Furthermore, Customer and BS&A each acknowledge and agree that they are fully responsible for all acts and omissions of their respective employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as their other obligations under this Addendum and the Stripe Agreements.

**3.2 Customer's Business.** Customer understands that any Transactions are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's handling of its Transactions, including without limitation with respect to chargebacks, refunds, identity theft, fraud, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

**3.3 Prohibited Activities.** Customer will not use BS&A Payment for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List; provided that Customer has received advance written notice of such prohibitions. Customer shall not use BS&A Payment to conduct a Restricted Business or transact with a Restricted Business. Customer may not use BS&A Payment in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit, provided that Customer has received advance written notice of prohibitions imposed by Stripe.

**3.4 Fraud Monitoring.** BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions for fraud on Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges related to BS&A Payment to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

**3.5 Cardholder Fee Programs.** If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A, which BS&A will not unreasonably withhold. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

#### **4. Chargebacks**

**4.1 Chargebacks.** If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) instructing Stripe to require a reserve, (b) instruct Stripe to delay payouts, and/or (c) terminating this Addendum and access to BS&A Payment. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback upon written notice to the Customer, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all

chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

#### **4.2 Chargeback Monitoring and Resolution Policy**

To ensure seamless payment processing and protect both the municipality and its residents, BS&A Payments will monitor chargeback activity regularly. Below are the terms and guidelines related to chargebacks:

##### **4.2.1 Chargeback Threshold**

**4.2.1.1** Customer's account is subject to regular monitoring for chargeback activity. Chargeback volume exceeding 0.5% of total monthly Transaction volume or 1% of total monthly Transaction count will be considered excessive and may trigger a review.

#### **4.3 Excessive Chargeback Procedures**

**4.3.1** If chargebacks exceed the stated thresholds, BS&A Payments will:

**4.3.1.1.1** Notify Customer promptly of the excessive activity.

**4.3.1.1.2** Provide a detailed report on chargeback trends, including potential causes and actionable insights.

**4.3.1.1.3** Collaborate with Customer to identify and resolve underlying causes, such as billing errors or resident education gaps.

#### **4.4 Remedial Actions**

**4.4.1** To mitigate excessive chargeback activity and maintain compliance with card network regulations, BS&A Payments may recommend or require Customer to:

**4.4.1.1** Implement educational materials for residents on the payment process and dispute resolution.

**4.4.1.2** Adjust billing practices to reduce resident confusion or errors.

**4.4.1.3** Utilize enhanced fraud prevention or validation tools available through BS&A Payments.

#### **4.5 Good Faith Review Process**

**4.5.1** BS&A Payments is committed to working collaboratively with the municipality to address chargeback concerns without disrupting services. Excessive chargeback activity will not result in immediate penalties but may require corrective actions to maintain processing capabilities.

#### **4.6 Compliance with Payment Network Rules**

**4.6.1** As required by card networks and industry standards, excessive chargeback activity could lead to additional scrutiny or fees imposed by the card networks. BS&A Payments will notify Customer of any such developments and assist in resolving the issue.

**4.7 Investigations.** BS&A is not obligated to intervene in any dispute arising between Customer and cardholders; provided, however, that BS&A will provide information requested by Customer necessary

to resolve disputes with cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the reasonable timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an illegal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) suspected access or use to law enforcement.

## **5. Liability**

### **5.1 Indemnification.**

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all third party losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred to the extent directly and solely arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (b) all Merchant Losses (as defined in the Stripe Agreements); (c) Customer's implementation of a Cardholder Fee Program; and (d) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum or of its agreement with the Processor; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

**5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THREE TIMES THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE

(12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE AND ACKNOWLEDGE THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

**5.3 Force Majeure.** Neither Party is responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

## **6. Term and Termination**

**6.1 Term.** This Addendum will be effective on the date that it is executed by both Parties, upon which BS&A will diligently perform the professional services set forth on the Statement of Work attached to, and made a part of, thus Addendum as Attachment 1, until they are completed. BS&A will provide the Payment Processing Services pursuant to BS&A Payment commencing upon completion of Phase 4 as set forth on the Statement of Work as determined by Customer and will continue for one (1) year (“**Initial Term**”) unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

**6.2 Termination.** This Addendum will automatically terminate upon termination of the Agreement. Customer may terminate this Addendum or the entire Agreement in accordance with the Agreement.

**6.3 Termination by BS&A.** In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice unless otherwise explicitly stated otherwise, for: (a) Customer breaches any provision of this Addendum after Customer fails to cure the breach within 30 days of written notice of such breach, or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator, provided that BS&A will provide as much notice as practicable to Customer for termination under this subsection (d). BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason set forth in this Section 6.3. Upon the termination of the Stripe Agreements or the Stripe Connected Account for any reason, and BS&A has not designated another Processor, this Addendum will automatically terminate.

**6.4 Effect of Termination.** The termination of this Addendum will not affect any of the Party’s rights or obligations arising under this Addendum or the Agreement. After termination of this Addendum, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer’s access to Payment Processing Services will be effective upon the effective date of the termination. Customer authorizes BS&A to notify Stripe of any termination of this Addendum.

## **7. General**

**7.1 Precedence and Effect.** Any inconsistency, conflict, or ambiguity between these Addendum

and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect and apply to and govern the services and software provided pursuant to this Addendum, including, without limitation, the Support Call Process attached to the Agreement as Exhibit C

**7.2 Amendments.** Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will notify Customer within 15 days after and will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, charged by the Processor or the, payment networks. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates applicable for the next Renewal Term by providing written notice to Customer no less than 120 days before the end of the then-current Term.

**7.3 Dispute Resolution.** The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

**7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Tax E-Delivery Consent**

**Please read this information carefully and print or download a copy for your files.**

### **Consent to Electronic Delivery of Tax-Related Documents**

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

### **Electronic Delivery**

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

### **Additional or Substitute Paper Copies**

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

### **Notification of Change of Tax Information or Email**

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

**Withdrawal or Termination this Consent**

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

**System Requirements**

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

**Contact BS&A**

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

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

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

**Schedule A – Payment Processing Services & Fees**

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		

## ATTACHMENT 1

### STATEMENT OF WORK

1. Contact List
  2. Project Overview, Objectives, and Scope
- 

#### Project Overview

This Statement of Work (SOW) outlines the scope, deliverables, timelines, and resources required for the implementation of BS&A Payments for the City of Warrenville. The project will be executed in two phases:

1. **Phase 1**
  - Onboard new Stripe Accounts
  - Configure and deliver credit card terminal(s)
2. **Phase 2**
  - Go-Live with BS&A Payments within Cash Receipting
  - Go-Live with BS&A Payments within BS&A Online

This document aims to define clear deliverables and expectations for the successful deployment of the BS&A Payments.

#### Project Objectives

The objective of this project is to implement a new Payment system by integrating new functionalities, increasing operational efficiency, and aligning the organization with modern best practices.

#### Project Scope

##### 2.1 Phase 1: Onboarding new Stripe Accounts – Scope of Work

In Phase 1, the following key activities will be undertaken:

- New Stripe accounts will be created to establish a link between Stripe and the City's bank accounts. This will allow successful payments to be deposited to the correct locations.
- The City will receive their configured credit card terminal(s) prior to the go-live date.

The deliverables in this phase include:

- Completely onboarded Stripe accounts with the proper user access
- Configured credit card terminal(s)

##### 2.2 Phase 2: BS&A Payments Go-Live – Scope of Work

In Phase 2, the following key activities will be undertaken:

- BS&A Cloud will be configured with the Stripe accounts created in Phase 1
- BS&A Cloud will be configured with the credit card terminal(s) configured in Phase 1

The deliverables in this phase are listed below and will be completed by day 3 of ERP go-live:

- Fully configured BS&A Cloud database that can accept over the counter payments using the supplied credit card terminals and configured receipt printers.
- Live BS&A Online resident facing website where online payments can be made for Accounts Receivable, Business Licensing, Building Department and Utility Billing.

### 3. Delivery Method

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This section describes the method that BS&A Software will use to deliver this project to the City of

Warrenville. This method is described in terms of the generalized approach.

### **3.1 Generalized Approach**

BS&A Software will use the following five-phase approach to fulfill the needs of City of Warrenville:

- **Phase 1 – Plan**  
This phase immediately follows the execution of the Agreement package, including this Statement of Work. The primary tasks of this phase encompass the project kickoff, discovery, and solution design.
  
- **Phase 2 – Build**  
During this phase, Stripe Accounts and terminals are configured to the needs of the City.
  
- **Phase 3 – Deploy**

This phase includes the configuration of BS&A Cloud and BS&A Online.

- **Phase 4 – Care**

This phase provides a formal conclusion of the project and the handover to BS&A’s support team. As we near the point of transitioning to support, BS&A ITS will train the City team on the process for electronically submitting help requests. BS&A ITS personnel will also schedule an introductory call with one of our support team leaders. During this call we will introduce City personnel and walk through the procedures for reporting and escalating issues. Full transition to support will not occur until all outstanding issues have been addressed and accepted by the City.