

Resolution 19-28

**AUTOMATED CLEARING HOUSE (ACH) SERVICE AGREEMENT**

This Automated Clearing House ("ACH") Service Agreement is executed March 1, 2019 by **County of Ford** or its Agent(s) ("Company"), located at Paxton, IL, and The Frederick Community Bank, a state banking association with its principal offices at 106 North Market Street, Paxton, Illinois, 60957, ("Bank").

The Bank is a Participating Depository Financial Institution of the National Automated Clearing House Association ("NACHA"). The Company has requested that the Bank permit it to initiate electronic fund transfer entries ("Entry" or "Entries") through the Bank for deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of Company's payees maintained at Bank and at other Participating Depository Financial Institutions ("Participating Banks"), by means of the Automated Clearing House ("ACH") pursuant to the service(s) described below. All terms herein shall have the meaning ascribed to them under the operating rules of NACHA ("NACHA Rules").

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

**1. OPERATING RULES.**

The Company will comply with and satisfy all requirements such that the Bank can comply with the Illinois Uniform Commercial Code, the Operating Rules, Operating Circulars, and/or the Regulations of the Federal Reserve Bank of Chicago, the Electronic Funds Transfer Act, and the NACHA Rules, in existence as of the date of this Agreement and as amended from time to time ("Rules"). The duties of the Company (and its Agent) set forth in the following paragraphs of the Agreement in no way limit the requirements of complying with the Rules.

**2. PAYEE AUTHORIZATIONS AND RECORDS RETENTION.**

Before the initiation by Company of the first Credit or Debit Entry to its payee's accounts, the Company will obtain from each of its payees a written authorization to make one or more entries to the payee's account, and, in the case of Debit Entries, the Company shall provide the payee with a copy of such authorization. Such authorization shall comply with the Rules. Each Entry thereafter will be made pursuant to such authorization, and no Entry will be initiated by the Company after such authorization has been revoked or the arrangement between Company and such payee has been terminated. The Company will retain the original or a copy of each notice and other document required to be given to the payee under the Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank.

**3. PRENOTIFICATION AND REJECTION OF PRENOTIFICATION.**

The Company will send pre-notification that it intends to initiate an Entry or Entries to a payee's account within the time limit's, and in the format, prescribed by the Rules. If the Company has received notice that such pre-notification has been rejected within the prescribed period by a Receiving Depository Financial Institution ("Receiving Bank"), the Company will not initiate any