



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes December 28, 2015.

WHEREAS, County is in need of electronic Bill Payment services for County customers; and

WHEREAS, procurement of the Services are exempt from the Los Alamos County Procurement Code pursuant to Sec. 31-3 (4); and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor shall provide electronic Bill Payment services to County customers. The services shall allow for payment of utility bills and/or for purchase of other County related services using a credit card and other payment methods such as eChecks, Pin-less Debit ("Supported Payment Methods"), as deemed necessary by Contractor, and approved by County, through a link provided in the County website, Automated Phone Service or Interactive Voice Response ("IVR"), and other channels Contractor may include from time to time, and approved by County including, but not limited to, mobile payments.

1. Contractor Services shall include:

- a. Allow County customers to pay utility bills and/or purchase other County-related services with a credit card including, but not limited to, Master Card and Visa card payments. Contractor may offer other Supported Payment Methods as approved by County.
- b. Provide County full payment for the County services charged.
- c. Provide County with a daily electronic file which shall include each individual payment and the utility account numbers to which the payments apply in a format specified by County.
- d. Payments shall be deposited in County's bank account within two (2) business days after receipt of payment for credit cards and within the standard duration of other Supported Payment Methods.
- e. Provide a link from County's website to Contractor's website where the customer can make payment utilizing Contractor's Services.
- f. Provide an IVR system via a toll-free number where customers can call to make payments utilizing Contractor's Services.
- g. Provide County personnel access to Contractor's website to allow for research on payments.
- h. Accept payments for other County services including, but not limited to, copies of documents from the County Clerk's Office, or other purchases for County-related services.
- i. Contractor shall adjust or modify the daily electronic file, as necessary, according to specifications provided by County.

- j. Immediately after implementation, Contractor shall assist and facilitate incorporating a link into the "County Mobile App" currently being implemented.
- k. Maximum payments accepted in a single transaction will be \$2,400.00, but multiple transactions will be allowed.

2. County Responsibilities.

- a. County shall follow all necessary rules and regulations of different card associations, including the chargeback rules.
- b. County shall make Contractor's Services available to its residential and commercial customers by different means of customer communication including: (1) through bills, invoices and other notices; (2) by providing IVR and Web payment details on the County's website including a "Pay Now" or similar link on a mutually agreed prominent place on the website; (3) by adding an option for this payment through County's general IVR/Phone system; and (4) other channels deemed necessary by County from time to time.

SECTION B. TERM: The term of this Agreement shall commence December 28, 2015 and shall continue through December 27, 2018, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof. Total compensation shall not exceed FORTY NINE THOUSAND DOLLARS (\$49,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
- 2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the

particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance.** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation.** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees.** An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute

arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Deputy Utilities Manager, Finance & Admin.
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

Bret DiTullio, Account Management
Paymentus Corporation
30 West Beaver Creek, Suite 17
Richmond Hill, Ontario
Canada L4B 3K1

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "B." Contractor must submit this form with this Agreement, if applicable and in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST
SEAL


SHARON STOVER
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY:  12-22-15
TIMOTHY A. GLASCO, P.E. DATE
UTILITIES MANAGER

Approved as to form:


REBECCA W. EHLER
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE CORPORATION

BY:  12-28-2015
NAME: MARK SOLAN DATE
TITLE: V.P.

Exhibit "A"
Compensation Rate Schedule
AGR16-4289

Paymentus Service Fee charged to Los Alamos County ("Customer") will be based on the following Absorbed Fee Structure:

The Paymentus service fee will be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction will be \$2,400.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model. Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive", "rebate" or "gift" cards, and other cards not tied to an individual consumer, will result in "non-qualified transactions". An additional 2.95% "Non-Qualified Transaction" fee will apply for such "non-qualified transactions", insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus will absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

Paymentus Service Fee (Absorbed Fee Model)
<p>Utility Payments</p> <ul style="list-style-type: none">• Average Payment Amount: \$270• Maximum Payment Amount shall be \$2,400 (billed based upon each \$350 payment increment). <p>Paymentus Service Fee per qualified utility rate transaction shall be:</p> <ul style="list-style-type: none">• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)• ACH/e-Check \$1.25 <p>Non-qualified Transaction Fee 2.95% Excess Fee</p>

Paymentus may amend this schedule upon 60 days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.

Exhibit "B"
AGR16-4289

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Kristin Henderson, David Izraelevitz, James Chrobocinski, Steve Girrens, Susan O'Leary, Rick Reiss, and Peter Sheehey.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____


(The above fields are unlimited in size)


Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

 12-28-2015
Signature Date


Title (position)

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289-A1**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes August 17, 2017.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015 (the "Agreement") for electronic bill payment services; and

WHEREAS, both parties wish to amend the Agreement to increase compensation; and

WHEREAS, with no history of customer usage of services, original compensation amount was an estimate; and

WHEREAS, County is in a better position to estimate amount of compensation it will take for the remainder of this Agreement term; and

WHEREAS, the additional compensation does not change terms or an increase in rates; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on August 16, 2017.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

Delete **SECTION C. COMPENSATION, Sub-section 1. Amount of Compensation**, in its entirety and replace it with the following:

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof. Total compensation shall not exceed NINETY-NINE THOUSAND DOLLARS AND NO 00/100 (\$99,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.



231912 09/18/2017 01:03 PM
Book: 177 Page: 797 Naomi D Maestas - County Clerk
Los Alamos County, NM Gloria A Maestas - Deputy
LAC-AMENDMENT Page(s): 3



ATTACHMENT B

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: 

TIMOTHY A. GLASCO, P.E.
UTILITIES MANAGER

8-16-17

DATE

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE
CORPORATION

BY: 

NAME:  DATE
TITLE: _____

Exhibit "A"
Compensation Rate Schedule
AGR16-4289-A1

Paymentus Service Fee charged to Los Alamos County ("Customer") will be based on the following Absorbed Fee Structure:

The Paymentus service fee will be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction will be \$2,400.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model, Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive", "rebate" or "gift" cards, and other cards not tied to an individual consumer, will result in "non-qualified transactions". An additional 2.95% "Non-Qualified Transaction" fee will apply for such "non-qualified transactions", insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus will absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

Paymentus Service Fee (Absorbed Fee Model)
<p>Utility Payments</p> <ul style="list-style-type: none">• Average Payment Amount: \$270• Maximum Payment Amount shall be \$2,400 (billed based upon each \$350 payment increment). <p>Paymentus Service Fee per qualified utility rate transaction shall be:</p> <ul style="list-style-type: none">• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)• ACH/e-Check \$1.25 <p>Non-qualified Transaction Fee 2.95% Excess Fee</p>

Paymentus may amend this schedule upon 60 days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289-A2**

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes August 22, 2017.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015 and Amendment No. 1, AGR16-4176-A1, dated August 17, 2017 (as modified, the "Agreement") for electronic bill payment services; and

WHEREAS, both parties wish to amend SECTION S: NOTICE, to update Contractor information.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

Delete **SECTION S: NOTICE** in its entirety and replace it with the following:

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Deputy Utilities Manager, Finance & Admin.
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

Contractor:

Paymentus Corporation
President and CEO
13024 Ballantyne Corporate Place
Suite 450
Charlotte, North Carolina 28277

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.



231913 09/18/2017 01:05 PM
Book: 177 Page: 798 Naomi D Maestas - County Clerk
Los Alamos County, NM Gloria A Maestas - Deputy
LAC-AMENDMENT Page(s): 2



IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY:



TIMOTHY A. GLASCO, P.E.
UTILITIES MANAGER

DATE

FOR
ITEM. 8/22/17


Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE
CORPORATION

BY:



NAME: David Shapiro
TITLE: SVP

DATE

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289-A3**

This **AMENDMENT NO. 3** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes April 20, 2018.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015, modified by Amendment No. 1 AGR14-4289-A1, dated August 17, 2017 and Amendment No. 2 AGR16-4289-A2, dated August 22, 2017 (as amended, the "Agreement") for electronic bill payment services; and

WHEREAS, County has requested Contractor to amend the current Services of the Agreement, in order to accommodate conversion of the existing Cayenta system to the Tyler Munis system; and

WHEREAS, the parties wish to amend the services in Section A. Services, to include the new services needed for the conversion, and to extend the term of the Agreement for an additional three (3) year period; and

WHEREAS, the additional Services will not increase the rates, compensation, or terms of payment.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. Amend **SECTION A. SERVICES, 1.** by adding a line I. which shall read as follows:
 - I. Contractor shall configure, setup, and implement the Responsive One-time Payment Portal. This will include automation of the Posting File per the Tyler Munis specifications provided and collecting the account number and customer identification during the payment process.
2. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence December 28, 2015 and shall continue through December 27, 2021, unless sooner terminated, as provided herein.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST


NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY:

 4-17-18
TIMOTHY A. GLASCO, P.E. DATE
UTILITIES MANAGER

Approved as to form:


J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE
CORPORATION

BY:


NAME: Scott J. Shapiro DATE 5/1/18
TITLE: SVP

**AMENDMENT NO. 4
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289**

This **AMENDMENT NO. 4** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes October 18, 2018.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015, modified by Amendment No. 1 AGR14-4289-A1, dated August 17, 2017, Amendment No. 2 AGR16-4289-A2, dated August 22, 2017 and Amendment No. 3 AGR16-4289-A3, dated April 20, 2018 (as amended, the "Agreement") for electronic bill payment services; and

WHEREAS, term of Agreement was extended in Amendment No. 3, but compensation was not changed to reflect the additional years of the Agreement; and

WHEREAS, both parties wish to amend the Agreement to increase compensation; and

WHEREAS, the additional compensation does not change terms or an increase in rates; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on October 17, 2018.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

Delete **SECTION C. COMPENSATION, Sub-section 1. Amount of Compensation**, in its entirety and replace it with the following:

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof. Total compensation shall not exceed ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND NO 00/100 (\$195,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

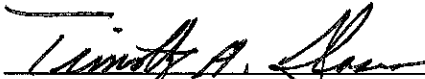
Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS


NAOMI D. MAESTAS
COUNTY CLERK *mp*

BY:  10-18-18
TIMOTHY A. GLASCO, P.E. DATE
UTILITIES MANAGER

Approved as to form:


J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE
CORPORATION


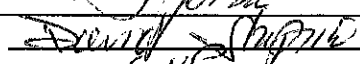

BY: 
NAME:  DATE
TITLE: 

Exhibit "A"
Compensation Rate Schedule
AGR16-4289-A4

Paymentus Service Fee charged to Los Alamos County ("Customer") shall be based on the following Absorbed Fee Structure:

The Paymentus service fee shall be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction shall be \$2,400.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model, Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive," "rebate" or "gift" cards, and other cards not tied to an individual consumer, shall result in "non-qualified transactions." An additional 2.95% "Non-Qualified Transaction" fee shall apply for such "non-qualified transactions," insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus shall absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

Paymentus Service Fee (Absorbed Fee Model)
Utility Payments <ul style="list-style-type: none">• Average Payment Amount: \$270• Maximum Payment Amount shall be \$2,400 (billed based upon each \$350 payment increment).
Paymentus Service Fee per qualified utility rate transaction shall be: <ul style="list-style-type: none">• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)• ACH/e-Check \$1.25
Non-qualified Transaction Fee 2.95% Excess Fee

Paymentus may amend this schedule upon sixty (60) days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.

**AMENDMENT NO. 5
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289-A3**

This **AMENDMENT NO. 5** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes February 28, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015, modified by Amendment No. 1 AGR16-4289-A1, dated August 17, 2017; Amendment No. 2 AGR16-4289-A2, dated August 22, 2017; Amendment No. 3 AGR16-4289-A3, dated April 20, 2018; and Amendment No. 4 AGR16-4289-A4 dated October 18, 2018 (as amended, the "Agreement") for electronic bill payment services; and

WHEREAS, the parties wish to amend Exhibit "A" Compensation Rate Schedule of Agreement to accommodate an increase to the Maximum Payment Amount from \$2,400.00 to \$99,999.00.


NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

Exhibit "A" shall be replaced in its entirety and replaced with a new Exhibit "A."

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

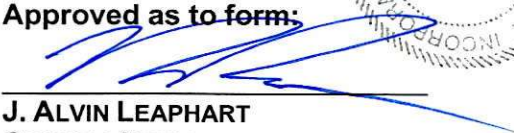
IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

By:  2-28-2020

PHILO S. SHELTON, III, P.E. DATE
UTILITIES MANAGER

PAYMENTUS CORPORATION, A DELAWARE CORPORATION

By: 

NAME: David Shapiro DATE May 1, 2020
TITLE: Senior Vice President

Exhibit "A"
Compensation Rate Schedule
AGR16-4289-A5

Paymentus Service Fee charged to Los Alamos County ("Customer") will be based on the following Absorbed Fee Structure:

The Paymentus service fee will be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction will be \$99,999.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model, Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive", "rebate" or "gift" cards, and other cards not tied to an individual consumer, will result in "non-qualified transactions". An additional 2.95% "Non-Qualified Transaction" fee will apply for such "non-qualified transactions", insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus will absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

Paymentus Service Fee (Absorbed Fee Model)
Utility Payments <ul style="list-style-type: none">• Average Payment Amount: \$270• Maximum Payment Amount shall be \$99,999.00 (billed based upon each \$350 payment increment).
Paymentus Service Fee per qualified utility rate transaction shall be: <ul style="list-style-type: none">• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)• ACH/e-Check \$1.25
Non-qualified Transaction Fee 2.95% Excess Fee

Paymentus may amend this schedule upon 60 days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.

**AMENDMENT NO. 6
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289**

This **AMENDMENT NO. 6** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015, modified by Amendment No. 1 AGR14-4289-A1, dated August 17, 2017, Amendment No. 2 AGR16-4289-A2, dated August 22, 2017, Amendment No. 3 AGR16-4289-A3, dated April 20, 2018, Amendment No. 4 AGR16-4289-A4 and Amendment No. 5 AGR16-4289-A5 (as amended, the "Agreement") for electronic bill payment services; and

WHEREAS, both parties wish to amend the Agreement to increase compensation; and

WHEREAS, the additional compensation does not change terms or an increase in rates; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on June 17, 2020; and

WHEREAS, the County Council approved this Amendment at a public meeting held on June 30, 2020.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **SECTION C. COMPENSATION, Sub-section 1. Amount of Compensation**, in its entirety and replace it with the following:

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof. Total compensation shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO 00/100 (\$250,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

- II. Add two (2) new Sections titled "V." and "W."

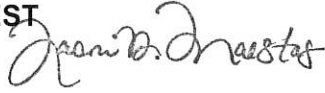
SECTION V. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: *Philo S. Shelton III*

7-1-2020

PHILO S. SHELTON, III, P.E.
UTILITIES MANAGER

DATE

Approved as to form:

/s/ Kevin J. Powers for
J. ALVIN LEAPHART
COUNTY ATTORNEY



PAYMENTUS CORPORATION, A DELAWARE CORPORATION

BY: 

NAME: David Shapiro

DATE July 13, 2020

TITLE: Senior Vice President

Exhibit "A"
Compensation Rate Schedule
AGR16-4289-A6

Paymentus Service Fee charged to Los Alamos County ("Customer") shall be based on the following Absorbed Fee Structure:

The Paymentus service fee shall be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction shall be \$2,400.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model, Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive," "rebate" or "gift" cards, and other cards not tied to an individual consumer, shall result in "non-qualified transactions." An additional 2.95% "Non-Qualified Transaction" fee shall apply for such "non-qualified transactions," insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus shall absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

Paymentus Service Fee (Absorbed Fee Model)
<p>Utility Payments</p> <ul style="list-style-type: none">• Average Payment Amount: \$270• Maximum Payment Amount shall be \$2,400 (billed based upon each \$350 payment increment). <p>Paymentus Service Fee per qualified utility rate transaction shall be:</p> <ul style="list-style-type: none">• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)• ACH/e-Check \$1.25 <p>Non-qualified Transaction Fee 2.95% Excess Fee</p>

Paymentus may amend this schedule upon sixty (60) days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.