

**AMENDMENT NO. 8
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 16-4289**

This **AMENDMENT NO. 8** 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 June 30, 2021.

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, Amendment No. 5 AGR16-4289-A5, dated February 28, 2020, Amendment No. 6 AGR16-4289-A6, dated July 1, 2020, and Amendment No. 7 AGR16-4289-A7, dated January 6, 2021 (as amended, the "Agreement") for electronic bill payment services; and

WHEREAS, both parties wish to amend the Agreement to increase compensation due to an increasing number of customer payments processed through Contractor during the unforeseen COVID-19 (coronavirus) pandemic; 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 16, 2021; and

WHEREAS, the County Council approved this Amendment at a public meeting held on June 29, 2021.

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 FOUR HUNDRED THOUSAND DOLLARS AND NO 00/100 (\$400,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

- II. Add two (2) new Sections titled "X." and "Y."

SECTION X. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

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. 8 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

BY: _____
PHILO S. SHELTON, III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE CORPORATION

BY: _____
DAVID SHAPIRO **DATE**
SENIOR VICE PRESIDENT