

1 **BILL NO. S-26-04-09**

2 ORDINANCE NO. S-\_\_\_\_\_

3 **AN ORDINANCE** approving a MASTER SERVICES  
4 AGREEMENT for third-party payment processing  
5 services (not to exceed \$250,000.00); between  
6 PAYMENTUS and the City of Fort Wayne, Indiana, by  
and through its Board of Public Works for the City Utilities  
Department.

7 **WHEREAS**, Fort Wayne City Utilities utilizes a third-party payment  
8 processing service, Paymentus, which contract automatically renews  
every three years;

9 **WHEREAS**, the purchase order amount is being increased over  
10 \$100,000.00 due to continued growth in digital payment adoption;

11 **WHEREAS**, Fort Wayne City Utilities wishes to remain under automatic  
12 contract renewal with Paymentus.

13 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**  
14 **THE CITY OF FORT WAYNE, INDIANA:**

15 **SECTION 1.** That renewing Fort Wayne City Utilities' contract with  
16 Paymentus for a not to exceed cost of Two Hundred Fifty Thousand and 00/100  
17 Dollars (\$250,000.00) over a three year period is hereby approved in all respects.

18 **SECTION 2.** That the City is authorized and directed to take all action  
19 necessary for the automatic renewal of this contract for payment processing services  
20 by and through Paymentus.

21 **SECTION 3.** That this Ordinance shall be in full force and effect from  
22 and after its passage and any and all necessary approval by the Mayor.

23  
24 \_\_\_\_\_  
Council Member

25  
26 APPROVED AS TO FORM AND LEGALITY

27  
28 \_\_\_\_\_  
Malak Heiny, City Attorney  
29  
30

**BOARD OF PUBLIC WORKS OF  
THE CITY OF FORT WAYNE, INDIANA**

**Approval of Automatic Renewal of Contracted Services Agreement between Fort Wayne City Utilities and Paymentus for payment processing services not to exceed \$250,000 per year for the three-year contracted period. This contract is set to auto-renew in December of 2028.**

BY:   
Shan Gunawardena, Chair

BY:   
Kumar Menon, Member

BY: ABSENT  
Chris Guerrero, Member

ATTEST:   
Michelle Fulk-Vondran, Clerk Tania Schwarz, Acting Clerk

# Paymentus

## MASTER SERVICES AGREEMENT

Client:	Fort Wayne, Indiana
Client Address:	200 East Berry Street, Fort Wayne, IN 46802
Contact for Notices to Client:	Len Proehler
Estimated Yearly Bills / Invoices:	1,248,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Client ("Client") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below:

- Schedule A: Paymentus Service Fee Schedule
- Schedule B: City of Fort Wayne RFQ Requirements
- Schedule C: Implementation Plan

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Client:

By: 

Name: Steve Gillette

Title: Purchasing Director

Date: 12/19/14

Paymentus:

By: 

Name: JERRY PATOCAKIS

Title: SVP

Date: 12-19-14

# Paymentus

## GENERAL TERMS AND CONDITIONS

### 1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 "Agreement" or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Client
- 1.2 "User" shall mean the users of the Client's services
- 1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date.
- 1.4 "Launch Date" shall be the date on which Client launches this service to the Users
- 1.5 "Payment" shall mean Users to make payments for Client's services or Client's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Client.
- 1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement
- 1.8 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway
- 1.9 "Reversal or Charged-back transactions" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity.
- 1.10 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

### 2 Description of Services to be Performed

#### 2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet Interface provided at the Paymentus Corporation's Web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

#### 2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

### 3 Compensation

#### 3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web, IVR interfaces, and cashiering interfaces.

#### 3.2 Paymentus Service Fee

System will charge each User a Service fee for each transaction processed (hereinafter called "Paymentus Service Fee"). Such Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-

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check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month ("Fee Assumptions"). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

## 4 Payment Processing

### 4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process.

### 4.2 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

### 4.3 Merchant Account

Paymentus will arrange for the Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

### 4.4 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

# Paymentus

## 4.5 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

## 4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions the Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change its settlement and invoicing processes for such transactions.

## 5 General Conditions of Services

### 5.1 Service Reports

Paymentus shall provide Client with reports summarizing use of the Services by Users for a given reporting period.

### 5.2 User Adoption Communication by Client

Client will make Paymentus Services available to its residential and commercial Clients by different means of Client communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through Client's general IVR/Phone system;

and d) other channels deemed appropriate by the Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate Paymentus option to its residential and commercial Clients wherever Client usually communicates its other payment methods.

### 5.3 Independent Contractor

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

### 5.4 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

- (i) Client will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.
- (v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and

# Paymentus

provide the information required to integrate with Client's billing system.

## 6 Governing Laws

This Agreement shall be governed by the laws of the state of Indiana.

## 7 Communications

### 7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

### 7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

#### To Client

O/O: Len Proehler, Deputy Director, Fort Wayne City Utilities  
Address: 200 East Berry Street, Suite 270 Fort Wayne, IN 46802  
Phone:  
Fax:

#### To Paymentus

O/O: President and CEO  
Address: 13024 Ballantyne Corporate Place, Suite 450  
Charlotte, NC 28277  
Phone: 980-255-3000  
Fax: 704-322-3776

Notices shall be deemed to have been given or received on the date the notice is physically received. If given by hand delivery, or if notices given by US Mail, then notice shall be deemed to have been given upon the date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

## 7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

## 7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

## 7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

## 7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

## 7.7 Confidentiality

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-flow, products, services, suppliers, Clients, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

## 7.8 Intellectual Property

In order that the Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without

# Paymentus

limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

## 7.9 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

## 7.10 Time of the Essence

Paymentus and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

## 8 Indemnification

### 8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its governing officials, agents, employees, and attorneys (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

### 8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Paymentus, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "Paymentus Indemnitees") from and against all

liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Paymentus Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

## 8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

## 8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings, , even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

# Paymentus

## 9 Term and Termination

### 9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 5 (five) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

### 9.2 Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

### 9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

# Paymentus

## Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on the following table:

### Pricing

Setup Fees	\$0.00
Hardware/Software Costs	\$0.00
Integration Costs	\$0.00
Annual Subscription/User Fees	\$0.00
Annual Maintenance/Support Fees	\$0.00
Gateway Fees/PCI Compliance Fee	\$0.00
Credit and Debit Card Payments	\$2.50 per transaction
Electronic Check / ACH (Absorbed by City)	\$0.25 per transaction

### General Terms and Assumptions

- o Assumes agency will be charging its customers a convenience fee for payment processing services or technology.
- o Assumes an average payment amount of \$125.00 for utility payments.
- o Assumes the Agency bills monthly, 90,000 accounts.
- o Assumes transaction cap of \$500 for all credit/debit card transactions.
- o Assumes the City will use the payment processing services behind the existing Infinity Link Web Interface and the Advanced CIS cashing module.
- o Includes unlimited inbound IVR minutes.
- o Chargebacks will be billed at \$15.00 per chargeback.
- o Outbound notifications include 4,500 outbound call-out minutes and 4,500 text messages / emails per month; additional usage is invoiced at \$0.12 cents per minute and \$0.04 per text / email.

# Paymentus

## Schedule B

### Paymentus Statement of Work RFP Schedule B

- 1) Anticipated volumes -- annual -- all will be add-on fee charged to customer
  - a) Link
    - i) Credit/debit card -- 20,000; 80% VISA; average transaction \$120.00
  - b) IVR
    - i) Credit/debit card -- 40,000; 80% VISA; average transaction \$130.00
    - ii) E-check -- 20,000; average transaction \$125.00
  - c) Cashiering
    - i) Credit/debit card -- 8,000; 80% VISA; average transaction \$115.00
- 2) Interface with Infinity LINK (AUS product) and Harris Payment Gateway (HPG)
  - a) In combination with HPG, Payment Provider must:
    - i) Be PCI compliant
    - ii) Deny customers that are "cash only"
    - iii) Accept credit card and debit card payments from LINK
    - iv) Allow future date transaction (one time pay)
    - v) Remember customer pay details for next time.
    - vi) Validate credit card/debit card
    - vii) Offer outstanding balance and minimum payment in real time
    - viii) Advise customer that the payment was accepted
    - ix) Add Fee
    - x) Post payment to customer account (pending) real time
    - xi) Provide payment activity through on-line "Dashboard" (catalog of reports)
      - (1) Payments (by type)
      - (2) Scheduled payments (account, date)

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## (3) Activity by Account

### (4) Reports (Link; separate reports for IVR (below)

- (a) Posting file details
  - (b) Payments made today file
  - (c) Failed scheduled payments today
  - (d) Deposits and Returns - detail and summary
  - (e) Etc.
- xii) Provide recurring credit/debit card payment option
  - xiii) Deposit daily (one deposit amount) identifiable as LINK deposit
  - xiv) Convert from pending to applied payment
  - xv) Provide toll free number and be open 24/7 365.
  - xvi) Provide English and Spanish options
  - xvii) Infinity experience; references

## 3) Interface with Fort Wayne's existing IVR system

- a) Fort Wayne is updating its own existing IVR system to interface with Infinity and Payment Provider
  - i) Hardware is I3 technology
  - ii) Software programmer is NACR (North American Communication Resource)
- b) Fort Wayne's IVR has:
  - i) Outbound dialing, real time processing [customer account status (balances, last payment, etc.), advanced speech recognition and connection to call management system with screen pop and chat functionality, and a menu item to bounce to a Payment Provider for a customer to make a payment.
  - ii) Fort Wayne will make its IVR developer available (at Fort Wayne's expense) to Payment Provider in order to accomplish the interface(s) in a timely manner.
- c) Payment Provider must:
  - i) Be PCI compliant

# Paymentus

- ii) Seamlessly connect to Fort Wayne's existing IVR (NACR is ready to work with Payment Provider to build the handshake and handoff) in PCI compliant connection.
- iii) Accept customer identifiers (customer number and account number) from Fort Wayne's IVR so that customer does not have to re-enter this info.
- iv) Deny customers that are "cash only"
- v) Offer checking, savings, credit card, debit card
- vi) Clearly state the fee and total
- vii) Offer outstanding balance and minimum balance in real time amounts
- viii) Validate routing and checking account numbers
- ix) Validate credit/debit cards
- x) Provide feedback to customer that the payment was accepted
- xi) Remember customer's pay details for next time.
- xii) Add Fee
- xiii) Post payment to customer account (pending) real time
- xiv) Deposit daily (one deposit amount) identifiable as IVR deposit
- xv) Convert from pending to applied payment
- xvi) Provide payment activity through on-line "Dashboard" (catalog of reports)
  - (1) Payments
  - (2) Accounts
  - (3) Reports (IVR; separate reports for LINK (above))
    - (a) Posting file
    - (b) Payments made today file
    - (c) Failed scheduled payments today
    - (d) Deposits and Returns - detail and summary
    - (e) Etc.
- xvii) Provide toll free number and be open 24/7 365.

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- xviii) Provide English and Spanish options
  - xix) Infinity experience; references
- 4) Interface with Fort Wayne's Cashiering Center (Point of Sale):
- a) Payment Provider must (and possibly in combination with HPG or Infinity cashiering):
    - i) Fort Wayne will be using AUS Infinity Cashiering module and will provide the card reader and USB connectivity
    - ii) Be PCI compliant
    - iii) Deny customers that are "cash only"
    - iv) Accept credit card and debit card payments
    - v) Validate credit/debit card
    - vi) Clearly display the Balance, Fee and Total
    - vii) Provide feedback that the payment was accepted
    - viii) Post payment to customer account real time through Infinity front end cashiering or API
  - b) Provide payment activity through on-line "Dashboard" (catalog of reports)
    - (1) Payments
    - (2) Accounts
    - (3) Reports (Cashiering; separate reports for IVR and LINK (above))
      - (a) Posting file
      - (b) Payments made today file
      - (c) Failed scheduled payments today
      - (d) Deposits and Returns - detail and summary
      - (e) Etc.
  - x) Convert from pending to applied payment
  - xi) Deposit daily (one deposit amount) identifiable as Cashiering deposit

# Paymentus

- 5) Provide capability for customer service representative to apply payments contemporaneous with customer phone call through a desktop configuration within Infinity.

# Paymentus

## Schedule C

Week	Activity	Resources Required
Week 1	Paymentus Relationship Manager works with the client to confirm implementation requirements	Paymentus, City of Fort Wayne Utilities
Week 2	Project kick-off meeting is conducted	Paymentus, City of Fort Wayne Utilities
Week 3	Paymentus project manager finalizes technical requirements and project development cycle begins	Paymentus, City of Fort Wayne Utilities
Week 4	Paymentus project development cycle continues	Paymentus, City of Fort Wayne Utilities
Week 5	Paymentus project development cycle concludes; Internal testing is conducted	Paymentus
Week 6	The client conducts testing	Paymentus, City of Fort Wayne Utilities
Week 6	Training session	Paymentus, City of Fort Wayne Utilities
Week 6-7	Launch Date	Paymentus

# Paymentus

## AMENDING AGREEMENT

Customer:	Fort Wayne, Indiana
Customer Address:	200 E Berry St. Fort Wayne IN 46802
Contact for Notices to Customer:	Len Proehler, Deputy Director, Utilities

This Amending Agreement is entered into as of effective date below, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement dated December 19, 2014.

B - The parties now wish to amend Schedule B of the Master Services Agreement to include additional Paymentus Services: Standard E-Bill Presentation and Notification.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except the Schedule B, as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: 

Name: Len Proehler

Title: City Controller

Date: 2/12/16

Paymentus:

By: 

Name: MARK SOLAN

Title: V.P.

Date: 3-2-2016

# Paymentus

## Schedule B – Additional Services

Paymentus Service Fee charged to the Customer will be based on the following table:

<b>Electronic Bill Presentment</b>	
<b>Enhanced Electronic Bill Presentment</b>	
Paymentus Electronic Bill Presentment Set-Up	\$2,500 One-Time (Waived)
<ul style="list-style-type: none"><li>• System Development</li><li>• System Set Up / Implementation</li><li>• System loading fees</li><li>• Presentment fees</li><li>• Customer email notifications</li></ul>	Included at no cost Included at no cost Included at no cost Included at no cost Included at no cost
<ul style="list-style-type: none"><li>• 3 month rolling historical presentment</li></ul>	\$450 per month

## AMENDING AGREEMENT

Customer:	Fort Wayne Indiana
Customer Address:	200 East Berry Street Fort Wayne IN 46802
Contact for Notices to Customer:	Joe Welch

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement originally dated December 19, 2014.

B - The parties now wish to amend Schedule A of the Master Service Agreement to increase the Max Payment Amount for the ACH/e-check payment method.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for Schedule A, as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: [Signature]  
Name: STEVE GILLETTE  
Title: PUR. DIR  
Date: 9/12/17

Paymentus:

By: [Signature]  
Name: David Shapiro  
Title: SUP  
Date: 9/26/17

## Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the End-user will be based on the following table:

Paymentus Service Fee (Convenience Fee Model)	
Utility Payments	
Paymentus Service Fee per transaction shall be:	
◦ Credit/Debit Card	\$ 2.50 (Visa, MasterCard, Discover, American Express)

Note: Maximum Amount per Payment is \$500. Multiple payments can be made.

Paymentus Service Fee charged to the Customer will be based on the following table:

Paymentus Service Fee (Absorbed Fee Model)	
Utility Payments	
Paymentus Service Fee per transaction shall be:	
◦ ACH/e-Check	\$ 0.25
◦ Max payment amount shall be \$2,500, to be billed in increments of \$0.25 per \$500 payment.	

Note: Maximum Amount per Payment is \$2,500, to be billed in increments of \$0.25 per \$500 payment. Multiple payments can be made.

## AMENDING AGREEMENT

Customer:	Fort Wayne Indiana
Customer Address:	200 East Berry Street Fort Wayne IN 46802
Contact for Notices to Customer:	Justin Brugger

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer"), identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement originally dated December 19, 2014.

B - The parties now wish to amend this agreement to modify the name for Customer Notifications from Len Poehler to Justin Brugger.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for this name change, as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: 

Name: STEV GILLETTE

Title: DIR. DIR

Date: 9/12/17

Paymentus:

By: 

Name: David Shapiro

Title: SVP

Date: 9/26/17

# Paymentus

11605 N. Community House Road  
Suite 300  
Charlotte, NC 28277

February 23, 2023

Via: USPS

Fort Wayne – Len Proehler  
200 E. Barry Street, Fort Wayne, IN 46802

**Re: Notification of Amendment and Fee Adjustment**

Dear Len Proehler:

For many years, Paymentus has worked diligently to absorb processing cost increases without adjusting fees or impacting our customers. Due to events that have continued to increase the cost of processing transactions, we have determined that a fee adjustment is necessary to maintain the high level of service and support that we pride ourselves on providing to our clients. We want to assure you that we have made every effort to minimize the impact of the adjustment on our valued clients.

Effective 4/1/23, your Master Services Agreement (MSA) is hereby amended as follows: the fees set forth on Schedule A of your current MSA with Paymentus, will be increased by 10%.

We continue to value your business, and remain committed to delivering the best possible service and support to you and your customers. Please feel free to contact Paymentus Customer Care to discuss any additional questions or concerns that you may have about this notification. Customer Care can be reached at (800) 420-1663 or via email at the following address: [customer care@paymentus.com](mailto:customer care@paymentus.com).

Thank you for your understanding and continued support.

Sincerely,

*Peter Fanous*

Peter Fanous  
Senior Vice President

cc: Jerry Portocalls, Chief Commercial Officer  
Lori Hogg, VP of Customer Success

ATTN: Justin Brugger  
Fee Adjustment Notice  
Contact: Thomas Kubio  
Acct manager  
(800) 981-4227  
[www.paymentus.com](http://www.paymentus.com)  
[TKubio@paymentus.com](mailto:TKubio@paymentus.com)

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## Frequently Asked Questions: Fee Modification

**1. Why is this fee adjustment being made?**

Paymentus has worked diligently to insulate our customers from increasing transaction processing costs while continuing to deliver innovation and enhancements in our solution. A fee adjustment is required to ensure we can continue to deliver the level of service that our customers expect and deserve.

**2. What allows Paymentus to make this change?**

Per the terms of the Master Services Agreement, Paymentus may adjust fees upon notification.

**3. Will this fee adjustment apply to all payment methods (DR/CR/ACH)?**

Yes. Because this adjustment is being made to address rising transaction processing costs the fee adjustment will apply to all payment methods.

**4. Will this fee adjustment apply to payments made at Walmart?**

No. Payments made at Walmart locations will not be subject to this fee adjustment.

**5. When will the fee adjustment go into effect?**

The fee adjustment will be effective as of the date stated on the notice.

**6. Will I have an opportunity to validate and test before the change is made?**

Yes. Paymentus will enable the changes in your UAT environment approximately two (2) weeks prior to the effective date.

**7. Will we receive an amendment to the MSA?**

No. The attached letter serves as the Amendment.

**8. Who can I contact for further information regarding the fee adjustment?**

Per the attached letter, you can contact Paymentus Customer Care at (800) 420-1663 or via email at the following address: [customer care@paymentus.com](mailto:customer care@paymentus.com).

## Michelle Fulk-Vondran

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**From:** Abigail Welch  
**Sent:** Thursday, March 19, 2026 9:03 AM  
**To:** Michelle Nelson  
**Cc:** Michelle Fulk-Vondran; Justin Brugger  
**Subject:** RE: Auto Pay Agreement

Good morning, Michelle -

It is going through the board because it is a City Utilities contract. It is then going through City Council after board approval.

For historical context – the original MSA was signed by the City Controller back in 2014. At that time, the contract was not reaching \$100k. The contract renews automatically every three years. Due to additional adoption in digital payment processing, the contract now reaches over \$100k.

If you have additional questions or concerns, I have brought in Justin Brugger, City Utilities CFO.

Thank you,

**Abigail Welch** | Chief Customer Officer  
**City Utilities**  
200 E. Berry St., STE 130  
Fort Wayne, IN 46802  
Desk: (260) 427-1151 Cell: (260) 452-6069  
[Visit City Utilities Website](#)

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**From:** Michelle Nelson <Michelle.Nelson@cityoffortwayne.org>  
**Sent:** Thursday, March 19, 2026 8:28 AM  
**To:** Abigail Welch <Abigail.Welch@cityoffortwayne.org>  
**Cc:** Michelle Fulk-Vondran <Michelle.Fulk-Vondran@cityoffortwayne.org>  
**Subject:** Auto Pay Agreement

Good morning, this agreement was last signed in 2017, why is this coming through the Board now and not Purchasing?

*Kind Regards,*

**Michelle R. Nelson**  
Board of Public Works Manager  
(260) 427-6987  
[michelle.nelson@cityoffortwayne.org](mailto:michelle.nelson@cityoffortwayne.org)