

**Amendment No. 2 to Official Payments Services Agreement
Between Official Payments Corporation
And Fort Bend County, TX**

This Amendment No. 2 ("Amendment") is agreed to by and between **Fort Bend County, TX** ("Client") and **Official Payments Corporation** ("Official Payments"), and is made a part of the Official Payments Services Agreement between the parties dated as of **November 22, 2013** (hereinafter "Agreement"). The terms of this Amendment are effective as of the date signed by Official Payments in the signature block below ("Amendment Effective Date"). In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. As of the Amendment Effective Date, or as soon thereafter as the parties can complete procedural steps to implement changes, Schedule B Service Schedule and Schedule C Fee Schedule are replaced with the new Schedule B Service Schedule and Schedule C Fee Schedule hereto and incorporated herein by reference.
2. As of the Amendment Effective Date, the following new Definitions are incorporated into the Agreement
 "Delivered" or "Delivery" means the date upon which Services are ready for testing by Customer.
 "Production Use" means any use of the Services resulting in actual data being processed in a live production environment.

In all other respects, the Agreement remains unchanged.

Any change to this Amendment by or at the direction of Client, following Official Payment's signature hereof and prior to receipt by Official Payments of a fully-executed identical copy hereof, which is not expressly ratified by Official Payments in writing within three (3) calendar days of the date of Official Payment's signature shown below, shall render this Amendment null and void ab initio and Official Payments shall be relieved automatically of all obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

AGREED AND ACCEPTED

Official Payments Corporation

By: 

Name: **Eric Labiak**

Title: **SVP Sales**

Date: **8/6/15**

AGREED AND ACCEPTED

Fort Bend County

By: 

Name: **Robert E. Hebert**

Title: **Fort Bend county Judge**

Date: **August 25, 2015**

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPAYs Bill Payment Services for all transactions in the channel contracted for.

- Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.
- MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.
- Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

- IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

SCHEDULE C - FEE SCHEDULE

1. **Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

2. **Implementation Fees.** Implementation Fees are due and payable within thirty (30) days of the Effective Date of this Agreement. When waived with fee reference, Implementation Fees will be due and payable if Client has not begun Production Use of the Official Payments Services within one hundred eighty (180) days of the Effective Date of this Agreement. When waived without fee reference, Official Payments will not bill for Implementations Fees.

3. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
 - 3.1 **Monthly Minimums.** Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner.

 - 3.2 **Annual Minimums.** Annual minimums will begin upon Production Use of the Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Fee Schedule and payable January 31st of each calendar year.

A. Implementation Fees

Waived

B. Minimum Fees

Waived

A. Electronic Check (“eCheck”) Fees

Advantage Verification with eCheck--Account verification applies to all electronic check transactions and is not discretionary as to individual transactions. This service verifies that as of the opening of the business day, the account number identified in the Payment Transaction was a valid account number and had a “positive balance” in the account. This service does not detect whether that balance was sufficient to cover the pending Payment Transaction or whether funds were subsequently withdrawn.

Service Fees to be charged to Customer by Official Payments:

\$ N/A less than or equal to \$N/A
\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

Fees to be charged to Client by Official Payments:

Absorbed Fees:

\$ 1.95 less than or equal to \$5,000.00
\$ 1.95 greater than \$ 5,000.00, per Payment Transaction for the following payment types:

Engineering Department:
Building Permits

Set-up Fee: \$ 0.00

Return Fee:

\$5.95 as insufficient and uncollected funds Return Fee for each Returned Transaction. Electronic payments that initially result in insufficient or uncollected funds will be automatically resubmitted, as applicable and as permitted under governing industry regulations. Following resubmission, any items that remain uncollected will be assessed a Return Fee as indicated.

B. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

District Attorney's Office:

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Fine or Fee Payment

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Fine or Fee Payment

District Clerk:

\$3.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Civil Filing Fees and Court Costs

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Criminal Court Costs, Fines and Attorney Fees

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Civil Filing Fees and Court Costs; Criminal Court Costs, Fines and Attorney Fees

CSCD:

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Pretrial Fees; District Court\Fines Only; Probation Fees; Restitution Fees; Miscellaneous Fees

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Pretrial Fees; District Court\Fines Only; Probation Fees; Restitution Fees; Miscellaneous Fees

Emergency Medical Service:

\$5.45 per Payment Transaction, when credit cards are used for the following Payment

Types:

EMS Payments

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

EMS Payments

Justice of the Peace Precinct No.1, Place #1

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Citations

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Citations

Justice of the Peace Precinct No. 1, Place #2

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Department of Public Safety; Fort Bend County Constable; City of Thompson Dept.; Formal Complaint; Rosenberg ISD PD; Sheriff's Office/ Dept.; Texas Parks and Wildlife; Animal Control; Alcohol & Beverage Commission

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Department of Public Safety; Fort Bend County Constable; City of Thompson Dept.; Formal Complaint; Rosenberg ISD PD; Sheriff's Office/ Dept.; Texas Parks and Wildlife; Animal Control; Alcohol & Beverage Commission

Justice of the Peace Precinct No. 2

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Dept. of Public Safety; Formal Complaint; Fort Bend County Constable; Fort Bend County Sheriff's Office Dept.; Fort Bend ISD Police Dept.; Animal Control; Alcohol & Beverage Commission; Fort Bend County Health Dept

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Dept. of Public Safety; Formal Complaint; Fort Bend County Constable; Fort Bend County Sheriff's Office Dept.; Fort Bend ISD Police Dept.; Animal Control; Alcohol & Beverage Commission; Fort Bend County Health Dept

Justice of the Peace Precinct No. 3

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Department of Public Safety; Formal Complaints; Fort Bend County Constable; Fort Bend County Health Department; Fort Bend County ISD Police Dept.; Fort Bend County Sheriff's Office/Dept.; Katy Co ISD Police Dept.; Texas Parks and Wildlife

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Department of Public Safety; Formal Complaints; Fort Bend County Constable; Fort Bend County Health Department; Fort Bend County ISD Police Dept.; Fort Bend County Sheriff's Office/Dept.; Katy Co ISD Police Dept.; Texas Parks and Wildlife

Justice of the Peace Precinct No. 4

\$3.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Formal Complaint

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Dept. of Public Safety; Fort Bend County Constable; Fort Bend County Sheriff's Office; Fort Bend ISD PD; Animal Control; Texas Parks and Wildlife; Health Department

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Formal Complaint; Dept. of Public Safety; Fort Bend County Constable; Fort Bend County Sheriff's Office; Fort Bend ISD PD; Animal Control; Texas Parks and Wildlife; Health Department

Juvenile Truancy Court:

\$5.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Juvenile Truancy Court Payments

\$2.95 per Payment Transaction, when debit cards are used for the following Payment Types:

Juvenile Truancy Court Payments

Absorbed Fees to be charged to Client by Official Payments:

N/A

C. MoneyGram

N/A

D. Point-of-Sale (POS)

Service Fees:

Juvenile Probation:

\$3.45 per Payment Transaction, when credit cards are used for the following Payment Types:

Juvenile Probation Payments

\$1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

Juvenile Probation Payments

Absorbed Fees: N/A

E. IVR (Interactive Voice Response)

Same as Credit/Debit Card Fee Schedules above for the following Payment Types:

District Attorney's Office:

Fine or Fee Payment

District Clerk:

Civil Filing Fees and Court Costs; Criminal Court Costs; Fines and Attorney Fees

CSCD:

Pretrial Fees; District Court\Fines Only; Probation Fees; Restitution Fees; Miscellaneous Fees

Emergency Medical Service:

EMS Payments

Justice of the Peace Precinct No.1, Place #1

Citations

Justice of the Peace Precinct No. 1, Place #2

Department of Public Safety; Fort Bend County Constable; City of Thompson Dept.;

Formal Complaint; Rosenberg ISD PD; Sheriff's Office/ Dept.; Texas Parks and Wildlife; Animal Control; Alcohol & Beverage Commission

Justice of the Peace Precinct No. 2

Dept. of Public Safety; Formal Complaint; Fort Bend County Constable; Fort Bend County Sheriff's Office Dept.; Fort Bend ISD Police Dept.; Animal Control; Alcohol & Beverage Commission; Fort Bend County Health Dept

Justice of the Peace Precinct No. 3

Department of Public Safety; Formal Complaints; Fort Bend County Constable; Fort Bend County Health Department; Fort Bend County ISD Police Dept.; Fort Bend County Sheriff's Office/Dept.; Katy Co ISD Police Dept.; Texas Parks and Wildlife

Justice of the Peace Precinct No. 4

Formal Complaint; Dept. of Public Safety; Fort Bend County Constable; Fort Bend County Sheriff's Office; Fort Bend ISD PD; Animal Control; Texas Parks and Wildlife; Health Department

Juvenile Truancy Court:

Juvenile Truancy Court Payments

An IVR service charge of \$ 0.00 to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.