

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Ruth Gordon, Jefferson County Clerk

DATE: 1/3/11

SUBJECT: Contract with Online Payment Vendor, nCOURT

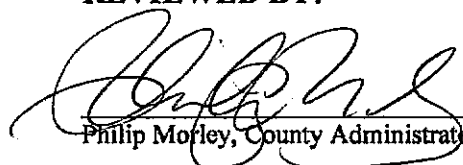
STATEMENT OF ISSUE: The Clerk accepts credit card payments through vendors who provide the service of facilitating payments between the user and the County. This allows us to take credit/debit card payments for Legal Financial Obligations, filing fees, document copies, etc. nCOURT is a online payment service provider who offers greater security of payments at no cost to the County and I would like to begin to use their services in the interest of protecting public funds from loss.

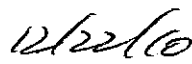
ANAYLSIS: It has come to the Clerk's attention that it is the policy of our current credit card vendor, and indeed all other online payment vendors interviewed - with the exception of nCOURT - to reverse disavowed credit card payments and leave the payment recipient (the County) to collect the reversed payment if possible. In the instance of Legal Financial Obligations, disbursements are made to third parties upon verification of payment. But federal law allows credit card users to challenge payments many months after the charge appears on their statement. It is not nCOURT's policy to pass chargebacks through to their customers. In the event of a chargeback to our account the taxpayers will not have to absorb the loss. nCOURT will do that for us as part of their service. I see this as reason enough to change credit card payment service providers as quickly as practical.

FISCAL IMPACT: Credit card service providers make their profit by charging a convenience fee to users. This would be analogous to the merchant fee private businesses pay to credit card companies which governments do not charge. So, there is no out of pocket cost to the County no matter which payment provider we use. The potential fiscal impact is zero to "not-a-negative." We might never have a chargeback, but switching to nCOURT should reduce our risk of loss through chargebacks to nothing.

RECOMMENDATION: Approve the attached agreement and let me know when we can link our payments page to nCOURT.

REVIEWED BY:


Philip Morley, County Administrator


Date

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nCourt™

Date: November 8, 2010

Jefferson County Washington Clerk
1820 Jefferson St.
Port Townsend, WA 98368

As requested, this letter agreement ("Agreement") with the Jefferson County Clerk sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Jefferson County Clerk with an online payment program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides a website that permits offenders to pay fees set by state statute, judgments and court-imposed fines, costs and penalties, including, but not limited to Legal Financial Obligations ("LFO's,") on-line with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain a court-specific website(s) for the Jefferson County Clerk, WA with the URL, www.jeffersonwaclerk.com (and other URL's).
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction.
4. There is no cost to the County for the implementation and operation of the Program. The County is not required to hire, retain or utilize additional staff persons for the implementation of this Agreement.
5. The County will, to the extent same is feasible given current technology and current software compatibility, update nCourt's database, on a regular basis to be determined by the parties, with data on all open LFO's from the County's server. Once uploaded to a secure nCourt Internet site, the information will be stored for access and payment by the offender. Accounts will be searched by account number and the first and last name or similar identifying characteristic of the payer (for premium service).
6. When a payment is authorized, nCourt will provide e-mail notification to the County by e-mail. County employees will update the court case management system with payment information upon the email notification by nCourt.
7. The party making an online payment through nCourt will be simultaneously advised that the transaction has been completed.
8. Payments are deposited daily into a custodial account and transferred by check or ACH Electronic Transfer to the Jefferson County Clerk on a basis to be determined by the parties. The payment will be accompanied by a reconciliation detailing the paid LFO's or other clerk's fees included. Any money transfer fees charged to nCourt for this transfer to the Jefferson County Clerk will be absorbed by nCourt. nCourt will provide the reconciliations daily.
9. nCourt guarantees to the Jefferson County Clerk all fees collected, regardless of any charge back issues. Refunds or rebates of credit card charges rejected or returned for any reason, including, but not limited to, fraud,

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disavowal of payment (denial), identity theft or theft shall be the sole responsibility of nCourt. nCourt shall not be authorized to debit any bank account of the Jefferson County Clerk, WA.

10. Upon notification of a change in any fine amount which has not yet been entered into the County's database (and therefore is not in the nCourt system), nCourt will take necessary action to secure the additional funds or refund an overpayment.
11. The Jefferson County Clerk will identify any LFO which is ineligible for online payment.
12. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of County personnel.
13. In order to ensure high utilization of the Program and thereby further streamline payment processing, the website address shall be provided to the defendant with his/her Judgment and Sentence or other document reflecting the fees, penalties and costs owed by the defendant or debtor. The issuing office may also deliver a printed document to the payer upon the issuance of the document reflecting the debt or LFO's which contains the website address. Links from other websites will also be explored within six (6) months of the date this Agreement is executed by the last party to sign same. Additionally, County administrative staff are encouraged to routinely advise telephone callers of the County's website(s) which should create greater utilization and reduce telephone inquiries to the County.
14. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
15. This Agreement may be terminated by the Jefferson County Clerk at will.
16. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
17. This Agreement has been executed and delivered in the State of Washington, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Washington without giving credence to the conflicts of law provisions thereof.
18. The County will have access to full detail on all relevant transactions processed by nCourt upon reasonable notice.
19. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Sincerely,
nCourt LCC

David Sullivan, County Commissioner

By _____
Agreed and Accepted

By: _____
Agreed and Accepted

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Approved as to form only:

Dawn Adams 12/20/2010
Jefferson Co. Prosecutor's Office

APPENDIX A

To continue to pay this debt, fine, penalty, court cost or LFO you must accept the following TERMS OF USE. Please read and understand, completely, the following terms and press the "ACCEPT TERMS" button to continue to payment or press the "DECLINE TERMS" button to return to the Citation Search Screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this process, the User understands errors may occur just as errors can occur with human processing of information. By using this service you agree that this is voluntary and you (the User) understand that the process fee added to the fines will be paid to the processing company for merchant services, web hosting, administration and other costs and expenses and no part of the additional filing fee directly benefits the court, the judge, the county, or any specific civil service individual in any way.

Your information is public record. However, to the extent possible, private information will not be distributed over the Internet for purposes other than processing this citation and there will be absolutely no commercial dissemination of private information.

Participation in this process requires that you electronically verify your signature through an online debit or credit card transaction. By doing so, you verify that you are above the age of eighteen and competent to contract in Washington.

By using this process, you agree to release the court and its personnel, as well as nCourt LLC, its and their successors, assigns both in their individual and corporate capacity (collectively the providers) from any cause of action sounding in contract or negligence based upon the information provided to you or the court or distributed to you or the court. The operation of this online filing project is based in Woodstock, Georgia and any action of any nature against the company must be brought in Jefferson, Washington. The providers of this program agree to use all reasonable efforts to provide accurate processing of information provided from the court files and to diligently distribute information provided by the User to the court. Providers cannot and do not guarantee the accuracy or timeliness of any provided information and expressly disclaim any warranty including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the filing fees paid by the user for the service. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Providers against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Providers to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, plus convenience fees, plus costs, plus attorney fees, plus any incidental or associated damages proven.

By providing your name and credit card number, you signify that you are above the age of 18, and that you verify your identity and consent to the processing of this online traffic ticket to the extent allowed by law.

The following submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is transferred across the Internet. Your personal data is NOT stored on computers administered by nCourt LLC. However, by submitting this information electronically you are acknowledging that neither the court nor nCourt LLC assumes any liability for data submitted via this Internet platform.

Please indicate your consent to these terms by pressing the "Accept Terms" button.

Comment [DWA1]: Persons using this in Superior Court have already been convicted of the crime and/or the court has already found them to be a Judgment Debtor. Thus, it is not necessary to state that they are pleading guilty and surrendering rights provided to them by federal and state constitutions.