

COUNTY OF LEHIGH, PENNSYLVANIA
RESOLUTION NO. 2016-26
SPONSORED BY COMMISSIONER CREIGHTON
REQUESTED DATE: MAY 18, 2016

**APPROVING AN ADDENDUM TO THE PROFESSIONAL SERVICES
AGREEMENT WITH *nCOURT*, LLC**

WHEREAS, by Resolution 2013-51, the County of Lehigh (County) entered into an agreement with *nCourt*, LLC to allow the Courts to take credit/debit card payments for traffic fines via the web and through a US Based (Woodstock, GA) 800 call center; and

WHEREAS, the parties desire to enter into an addendum to provide additional credit card services for the magisterial district courts. A copy of the proposed addendum is attached hereto as Exhibit "A"; and

WHEREAS, resolution approval is required to amend an agreement previously approved by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH, PENNSYLVANIA THAT:

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The proposed addendum to the Professional Services Agreement with *nCourt*, LLC, attached hereto as Exhibit "A", is hereby approved.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to

carry out the purpose of this Resolution.

4. Any resolution or part of resolution conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

5. The County Executive shall distribute copies of this resolution to the proper officers and other personnel whose further action is required to achieve the purpose of this resolution.

ADOPTED BY THE LEHIGH COUNTY BOARD OF COMMISSIONERS

on the _____ day of _____, 2016, by the following vote:

Commissioners

AYE

NAY

Geoff Brace
Thomas C. Creighton, III
Percy H. Dougherty
Dan Hartzell
Amanda Holt
David S. Jones, Sr.
Marty Nothstein
Brad Osborne
Michael P. Schware

ATTEST: _____
Clerk to the Board of Commissioners



May 5, 2016

County of Lehigh
Office of Court Administration
455 Hamilton Street
Allentown, PA 18101
Attn: Mr. H. Gordon Roberts, MDJ Administrator

Re: Addendum to the Contract dated 01/01/2014 and Extension of Contract dated 6/9/2015 between County of Lehigh and nCourt LLC (the "Agreement")

Dear Mr. Roberts:

County of Lehigh (hereinafter referred to as "Agency") and nCourt LLC ("nCourt") entered into that certain Agreement under which nCourt provides Agency with a Program that permits Agency to collect citations via our live, bilingual call center, online via the web or mobile device with a credit or debit card. The parties wish to amend the Agreement to allow Agency to use the Program for additional services at specified convenience fee rates. Except as modified below, the terms of the Agreement will apply to these additional services. Capitalized terms used without definition shall have the meanings given in the Agreement.

Upon completion of the solution, nCourt will provide the Agency with fourteen [14] VeriFone vx805 PCI compliant, EMV ready credit card readers for taking payments at the counter. Upon receipt, this hardware becomes the sole and exclusive property of the Agency. nCourt will facilitate processing of any warranty claims on the EMV ready credit card reader during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, nCourt will subsidize the replacement of any defective or damaged EMV credit card reading device according to the following schedule:

| <u>Replacement period</u> | <u>nCourt will pay x% of the replacement cost</u> |
|---|---|
| 1 st year following warranty expiration | 25% |
| 2 nd year following warranty expiration | 50% |
| 3 rd year following warranty expiration | 75% |
| 4 th year following warranty expiration and beyond | 100% |

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree that the Program will be used by Agency to collect the following fees, and that the convenience fee noted will be charged in lieu of the fee noted in the Agreement:

| <u>Service</u> | <u>Start Date</u> | <u>Convenience Fee</u> |
|------------------|-------------------|------------------------|
| Counter Payments | June 1, 2016 | 3.5% |
| | | |
| | | |

This Addendum represents the final agreement of the parties. No amendment or modification of this Addendum shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.

nCourt™

The parties acknowledge that they have executed this Addendum as of the date and year first above written.

Agreed and Accepted:

By: _____

Title: _____

Date: _____

nCourt LLC DocuSigned by:

By: Kathleen M. Miller
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Title: Chief Financial Officer

Date: 5/12/2016