

27141

DATE: May 25, 2012

TO: Board of Acquisition and Contract

FROM: George N. Longworth, Commissioner-Sheriff
Department of Public Safety

RE: Authority to enter into an agreement with CARFAX, Inc., pursuant to which the County will enroll in CARFAX, Inc.'s for use of their Police Crash Assistance Program and Investigative Data Sharing Program, and receive access to investigative tools and services, at no cost to the County, for a term commencing upon execution of the Agreement by both parties and continuing until it is terminated by either party, on thirty (30) days written notice

Authority is hereby requested for the County of Westchester (the "County"), acting by and through its Department of Public Safety (the "Department"), to enter into an agreement (the "Agreement") with CARFAX, Inc. ("CARFAX"), pursuant to which the County will, 1) enroll in CARFAX's Police Crash Assistance Program, which will allow the public to purchase and receive the Department's motor vehicle accident reports online from CARFAX; 2) enroll in CARFAX's Investigative Data Sharing Program, which will allow the Department to search motor vehicle accident reports in other jurisdictions in exchange for sharing the County's motor vehicle accident reports with other law enforcement agencies; and 3) receive from CARFAX access to such investigative tools and services as CARFAX may, from time to time, make available to enrollees in CARFAX's Police Crash Assistance Program, such as its Vehicle History Service.

The Agreement will be for a term commencing upon execution of the Agreement by both parties and continuing until it is terminated by either party, on thirty (30) days written notice. Under the Agreement, CARFAX will pay the County fifteen dollars (\$15.00 for each motor vehicle accident report of the Department that is sold by CARFAX. Under the Agreement, the County's enrollment in CARFAX's Police Crash Assistance Program and Investigative Data Sharing Program, and its access to investigative tools and services based upon the County's enrollment in CARFAX's Police Crash Assistance Program, will be at no cost.

Ordinarily, under the County's Procurement Policy, the County would be required to competitively procure the services that CARFAX would provide under the proposed Agreement. However, the County's inquiries with CARFAX and the providers of other, similar services found that all of the providers offered the same reimbursement per motor vehicle accident report

sold, and that CARFAX was the only provider that offered a program such as the Investigative Data Sharing Program and access to investigative tools and services, at no cost.

Accordingly, it is proposed that the best interests of the County would be served by exempting from the County's Procurement Policy the procurement of the services to be provided under the proposed Agreement. Authority to exempt the proposed Agreement from the requirements of the County's Procurement Policy, pursuant to Section 3(a)(xxi) thereof, has been submitted to your Honorable Board by a separate resolution of even date herewith.

The proposed Agreement will serve a public purpose by making the Department's motor vehicle accident reports available to the public online, in a streamlined fashion, thereby reducing administrative costs and generating revenue. The proposed Agreement will also serve a public purpose by making available to the County, at no cost, CARFAX's Investigative Data Sharing Program and access to investigative tools and services.

The goals and objectives of the proposed Agreement are to, 1) make the Department's motor vehicle accident reports available to the public online, through CARFAX's Police Crash Assistance Program, and thereby reduce administrative costs and generate revenue, and 2) provide the County with the ability to search motor vehicle accident reports from other jurisdictions, through CARFAX's Investigative Data Sharing Program, and the ability to access investigative tools and services.

The goals and objectives of the proposed Agreement are in the best interests of the County in terms of fiscal responsibility, as making the Department's motor vehicle accident reports available to the public online will reduce the County's administrative costs and generate revenue. The goals and objectives of the proposed Agreement are also in the best interests of the County in terms of public safety and security, as it will allow the County to use CARFAX's Investigative Data Sharing Program and investigative tools and services to enhance the Department's investigations in auto crimes, such as VIN cloning, odometer fraud, staged accidents, and other vehicle related crimes.

The goals and objectives of the proposed Agreement will be tracked and monitored by the Department's Support Services Division's Commanding Officer and standard reviews of departmental activity by the Commissioner-Sheriff and/or his designee.

Accordingly, I most respectfully recommend approval of the attached Resolution.

GNL/MMG/cs
Attachment

RESOLUTION

Upon a communication from the Commissioner-Sheriff of the Department of Public Safety, be it hereby:

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Public Safety, is hereby authorized to enter into an agreement (the "Agreement") with CARFAX, Inc. ("CARFAX"), pursuant to which the County will, 1) enroll in CARFAX's Police Crash Assistance Program, which will allow the public to purchase and receive the Department's motor vehicle accident reports online from CARFAX; 2) enroll in CARFAX's Investigative Data Sharing Program, which will allow the Department to search motor vehicle accident reports in other jurisdictions in exchange for sharing the County's motor vehicle accident reports with other law enforcement agencies; and 3) receive from CARFAX access to such investigative tools and services as CARFAX may, from time to time, make available to enrollees in CARFAX's Police Crash Assistance Program, such as its Vehicle History Service; and be it further

RESOLVED, that the Agreement will be for a term commencing upon execution of the Agreement by both parties and continuing until it is terminated by either party, on thirty (30) days written notice; and be it further

RESOLVED, that under the Agreement, CARFAX will pay the County fifteen dollars (\$15.00) for each motor vehicle accident report of the Department that is sold by CARFAX; and be it further

RESOLVED, that under the Agreement, the County's enrollment in CARFAX's Police Crash Assistance Program and Investigative Data Sharing Program, and its access to investigative tools and services based upon the County's enrollment in CARFAX's Police Crash Assistance Program, will be at no cost; and be it further

RESOLVED, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	38	2000	9149		\$45,000

Budget Funding Year(s) 2012-2013 Start Date Upon Execution End Date Upon 30 days written notice
(must match resolution)

Funding Source

\$45,000
(must match resolution)

Tax Dollars _____
State Aid _____
Federal Aid _____
Other \$45,000 Revenue