

DATE: January 4, 2010

TO: Honorable Members
Board of Acquisition and Contract

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

RE: **Resolution authorizing the County to enter into a five (5) year license agreement with RJT Motorist Services, Inc. commencing on December 27, 2009 and continuing through December 26, 2014, to provide booting, towing and storage services for the County's Taxi and Limousine Commission on an 'as needed' basis.**

Authority is requested to enter into a license agreement with RJT Motorist Services, Inc. ("RJT") pursuant to which RJT will provide booting, towing and storage services for the County's Taxi and Limousine Commission (the "Commission") on an 'as needed' basis to enforce the provisions of the Westchester County For-Hire Vehicle Law, for a five (5) year term commencing on December 27, 2009 and continuing through December 26, 2014. In consideration for services rendered, RJT shall be paid directly by the owner of the vehicle that has been booted, towed and/or stored, at the rates set forth below.

As your Honorable Board is aware, by Local Law 12-2006, the County Board of Legislators amended the Laws of Westchester County to include a vehicle immobilization program to enforce the provisions of the Westchester County For-Hire Vehicle Law. The Commission licenses "for hire" vehicles within the County. There are vehicles within the County that operate as "for hire" vehicles without receiving the appropriate license from the Commission. Other "for hire" vehicles ignore summonses and fines they receive and continue to operate. Vehicle immobilization devices, also known as "boots" are an effective way to stop these "for hire" vehicles from operating illegally within the County. A boot may be applied to any vehicle whose owner has either (a) failed to pay civil penalties resulting from violation of the Laws of Westchester County as against the owner of the vehicle, the driver of the vehicle and/or the owner of the base station where the vehicle is affiliated, which exceed \$1,000; or (b) a total of five or more unanswered summonses from violations of the For-Hire Vehicle Law as against the owner of the vehicle, the driver of the vehicle and/or of the owner of the base station where the vehicle is affiliated.

In the event that a vehicle is immobilized in a location where it cannot legally remain, the vehicle may be towed to a location designated by the Commission. Law enforcement personnel may also tow a vehicle that has been immobilized for public safety reasons as well as to protect the immobilized vehicle.

Any immobilized or towed vehicle shall not be released until all of the following fees, fines, and penalties have been paid in full:

- (a) fees relating to the application of the vehicle immobilizer (\$65.00)
- (b) fees, if any, relating to transport of any passenger, who was in the vehicle at the time that the vehicle immobilizer was applied. This fee, if any, shall be the same amount that the passenger was being charged for his or her transport that was interrupted when the vehicle immobilizer was applied;
- (c) fees for towing, if applicable; (\$65.00 plus \$1.50 per mile after the first mile)
- (d) storage, if applicable (\$5.00 per day); and
- (e) the underlying fine or civil penalty (to be paid by the vehicle owner to the Commission).

This contract is a license to operate a boot/towing concession for the Commission, as such it is not subject to the procedures of the County Procurement Policy, pursuant to the exemption granted under section 3(b) of said Procurement Policy.

All fees (except for civil fines and penalties) will be paid directly by the owner of the vehicle to RJT. It should be noted that in selecting RJT, the Commission researched vendors providing similar services and found that RJT was the only vendor that provided pricing for these services at the same rates set forth in the County's Consumer Protection Code.

This Agreement will serve a public purpose because the operation of for-hire vehicles without an appropriate license issued by the Commission or adherence to its rules and regulations is a threat to the health, safety and well-being of the riding public.

The goals and objectives of this Agreement are to effectively enforce the provisions of the Westchester County For-Hire Vehicle Law and to ensure prompt compliance with the Commission's orders. Severe penalties must be imposed to prevent the continued operation of persistent violators.

The goals and objectives are in the best interests of the County in terms of public safety because many of the vehicles operating in disregard of the Commission's regulatory authority lack adequate insurance coverage, are mechanically unsafe, and/or are not driven by responsible drivers. Many persons charged with operating a vehicle without an appropriate license issued by the Commission would simply continue to ignore summonses and fines and continue to operate unlawfully without the threat of repercussions.

The goals and objectives will be tracked and monitored by the Department of Public Safety along with the Commission who will review the program on an ongoing basis for the duration of the contract.

If this resolution were not approved, the consequences to the County would be a disregard of the integrity of the County's For-Hire Vehicle Law. The result would be an unregulated for-hire industry that puts the riding public's safety in jeopardy, in addition to the loss of fines and an increase in the number of scofflaws operating illegally in Westchester.

Approval of the attached resolution is respectfully requested.

GNL/JPG/sw
Attachment

RESOLUTION

Upon a communication from the Commissioner of Public Safety, be it hereby

RESOLVED, that the County is authorized to enter into a five (5) year license agreement with RJT Motorist Services, Inc. ("RJT") commencing December 27, 2009 and continuing through December 26, 2014, to provide booting, towing and storage services for the County's Taxi and Limousine Commission (the "Commission") on an "as needed" basis (the "Agreement"); and be it further

RESOLVED, that the following rates shall apply and, except for the underlying fine or civil penalty, shall be paid by the owner of the vehicle directly to RJT before the vehicle will be released:

1. Application of vehicle immobilizer ("boot") \$65.00; and
2. fees, if any, relating to transport of any passenger, who was in the vehicle at the time that the vehicle immobilizer was applied. This fee, if any, shall be the same amount that the passenger was being charged for his or her transport that was interrupted when the vehicle immobilizer was applied; and
3. fees for towing, if applicable; (\$65.00 plus \$1.50 per mile after the first mile) and
4. storage, if applicable (\$5.00 per day); and
5. the underlying fine or civil penalty (to be paid by the vehicle owner to the Commission); and be it further

RESOLVED, that that the County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents necessary and appropriate to effectuate the purpose hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					NA

Budget Funding Year(s) NA Start Date: **Dec. 27, 2009** End Date: **Dec. 26, 2014**
 (must match resolution)

Funding Source Tax Dollars NA

State Aid NA

\$ NA Federal Aid NA

(must match resolution)

Other: **All costs are borne by vehicle owner.**

APPROVED BOARD OF ACQUISITION & CONTRACT - 1-28-2010 - JOMARY VEIRA, SECRETARY