



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 23, 2009
Subject: Agreement with DOCVIEW, LLC for TRACview System

Action Requested

It is recommended that your Board approve the Service Agreement between the Placer County Sheriff and DOCVIEW, LLC for the TRACView System and authorize the Sheriff-Coroner-Marshal to execute the agreement. There is no cost to the county to upload traffic accident reports for public access through TRACView. The County fee for reports of \$10 will be passed through to the County by TRACView for each report downloaded. The initial term will be one year upon execution of the Service Agreement. There is no impact to the General Fund.

Background

Placer County receives numerous requests for traffic accident reports from the public and insurance companies. The current process is that the requesting party completes a request, submits the payment and the report will be provided to them within a matter of days. The County has established a fee of \$10 for copies of reports. This can be a time consuming for Sheriff staff and inconvenient for the public. The TRACView System provides a service whereby traffic reports are uploaded (after redacting confidential information) for access via the Internet. TRACView makes the reports available electronically to the public and insurance companies to download. TRACView charges the user the County fee of \$10 plus a processing fee of \$5 to download the report. The \$10 fees are collected and passed through to the County. The initial contract is for a year, but will automatically renew unless cancelled. It is anticipated that this service will, at the least, provide operational efficiencies while remaining revenue neutral. At the most, it could result in an increase in revenues.

The Sheriff's desired goal is to provide as many options for traffic report access. TRACView is another option to access traffic accident reports that may be more convenient to our constituents. It is a fee based service for those who choose to use it.

Your Board's approval of this service agreement is requested and authorization for the Sheriff to execute.

Fiscal Impact

There is no fiscal impact to the General Fund. The proceeds of the contract may not increase revenues, but are intended to increase operational efficiencies for the Sheriff's Department, the public and insurance companies.

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Service Agreement

This Service Agreement dated this _____ day of, 2009

BETWEEN:

DOCVIEW, LLC of 113 Pere Marquette Ste. C, Lansing, MI 48912

- AND -

Placer County Sheriff's Department (herein "LEA")

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Service Agreement, the parties to this Agreement agree as follows:

Responsibilities and Compensation for each Party

1. The "LEA" will accept the sum of \$ 10 for each report that is downloaded by an insurance company, citizen, law firm, or any government/non-government entity, etc. where fees are assessed by the "LEA". Law Enforcement Agencies have free access to the reports that are deposited to the TRACView system. This compensation will be provided to the "LEA" from DOCVIEW, LLC via check or direct deposit within 45 days of the actual download.
2. The "LEA" will scan or electronically send all traffic accident reports to the TRACView System within 24 hours of completion. This does not include weekends or Holidays as defined by employee contractual agreements.
3. The "LEA" will make a best effort to advise **all** Insurance Companies for traffic accident reports of the TRACView system within 30 days of implementation of TRACView.
4. The "LEA" understands that any legally documented Insurance Agency, "LEA" or other entity deemed appropriate by the "LEA" and DOCVIEW, LLC may access the traffic accident images that are included in the normal accident report. These do not include images that are held as evidence and not part of the normal report processing done by Sheriff's Records. In most cases images are not included in the accident report and thus will not be included as part of the report. The "LEA" authorized agent signing this agreement acknowledges this waiver.

Excuse for Delay or Failure to Perform

- 5. The DOCVIEW, LLC or the "LEA" will not be liable in any way for a delay, non-delivery or default due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the DOCVIEW, LLC or the "LEA".

Cancellation

- 6. DOCVIEW, LLC and "LEA" reserve the right to cancel this Agreement. Notice of cancellation in writing to the "LEA" or to DOCVIEW, LLC shall be made 30 day prior to the cancellation date. If the "LEA" does not notify the DOCVIEW, LLC prior to the end of the first year, this agreement will be extended for succeeding one year periods unless either party notifies the other in writing at least 30 days prior to cancellation.

Notices

- 7. Any notice to be given or document to be delivered to the DOCVIEW, LLC or "LEA" pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified above.

Data Sharing

- 8. "LEA" agrees to allow Docview, LLC to share VIN and other crash data with DOCVIEW's business partner CARFAX. (Note: No personal or private information concerning drivers, passengers, owners, witnesses or other involved parties shall be shared with business partners)

IN WITNESS WHEREOF the parties have executed this Service Agreement on this ____ day of _____, 2009.

DOCVIEW, LLC

Per: _____

Witness

"LEA"

