



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



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EDWARD N BONNER  
SHERIFF-CORONER MARSHAL

DEVON BELL  
UNDERSHERIFF

**To:** Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshal   
**Date:** February 23, 2010  
**Subject:** Vehicle Use Agreement with the National Insurance Crime Bureau for the Placer County Sheriff's Tahoe Substation Investigation Unit

**Action Requested:**

Your Board is requested to authorize the Sheriff-Coroner-Marshal to execute a vehicle use agreement with the National Insurance Crime Bureau (NICB) for the purpose of investigating insurance-related crime and/or fraud for the period of 730 days. There is no impact to the General Fund.

**Background:**

The Placer County Sheriff's Tahoe Substation Investigation Unit has created a partnership with NICB to investigate and apprehend those involved in the insurance-related theft or fraud of vehicles within Placer County. NICB acquires vehicles that have been seized as part of a theft or fraud related to insurance. As part of the task force partnership with NICB, they are willing to provide these vehicles for our use at no cost. While the vehicle is in our possession, as with any vehicle, Placer County will be responsible for its repair or replacement should it be required. As part of this vehicle use agreement, statistical accomplishments related to its use are required.

Your Board's authorization for the Sheriff-Coroner-Marshal to execute this agreement is required.

**Fiscal Impact:**

There are no costs for this vehicle. It will be the responsibility of The Sheriff's Department to repair or replace the vehicle should it be required. Since this vehicle is intended to be used as a bait vehicle, no costs are anticipated. Should cost be needed it will be covered by the Sheriff's Department Budget. There is no impact to the General Fund.



**COPY**

**VEHICLE USE AGREEMENT**

The National Insurance Crime Bureau ("NICB") does hereby lease to Placer County Sheriff's Department (the "Agency") the vehicle described as

**Year: 2007**  
**Make: YAMAHA**  
**Model: SNOWMOBILE**  
**VIN: JYEBGY0027A000304**

This vehicle will be used by the Agency for the purpose of investigation of insurance-related crime and/or fraud. This Agreement is subject to the following conditions

1. The Agency leases from the NICB, the above-described vehicle for good and valuable consideration in pursuit of its lawful purposes. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use. The Agency shall have full use of the vehicle for a period of 730 days. The parties may extend or terminate this Agreement upon 60-days written notice to the Agency. For the duration of the Agreement, the Agency shall perform all routine maintenance on the vehicle.

Return Date February 4, 2012

2. The NICB shall retain a remainder interest in said vehicle and that remainder interest shall take full force and effect on the Return Date, unless prior written notice of termination has been provided to Agency. At the option of the NICB, the remainder interest will consist of a transfer of title back to NICB and the physical transfer of the above described vehicle, regardless of its condition. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. The Agency warrants that it will not sell, convey or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall be liable for any repair or replacement costs.
4. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the NICB during the term of this Agreement.
5. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
6. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include,
  - a. The number of times the vehicle was deployed,

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- b. The number of arrests made due to the use of the vehicle,
- c. The number of convictions obtained due to the use of the vehicle,
- d. The current mileage and condition of the vehicle, and
- e. The number of vehicle recoveries

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency, the NICB may terminate this Agreement and require the return of the vehicle.

- 7 The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 4th day of February, 2010

**THE AGENCY.**

**NATIONAL INSURANCE CRIME BUREAU**

By \_\_\_\_\_  
Name of Signer

By \_\_\_\_\_  
Name of Signer

Its \_\_\_\_\_  
Title

Its \_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

VIN JYEBGY0027A000304

NICB File #C0807400021

