



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



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TAHOE CITY, CA 96145  
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EST. 1851

EDWARD N. BONNER  
SHERIFF-CORONER-MARSHAL

DEVON BELL  
UNDERSHERIFF

**To:** Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshal   
**Date:** September 28, 2010  
**Subject:** Vehicle Use Agreement with the National Insurance Crime Bureau for the Placer County Sheriff's Office

**Action Requested:**

Your Board is requested to authorize the Sheriff-Coroner-Marshall to execute two vehicle use agreements with the National Insurance Crime Bureau (NICB) for the purpose of investigating auto theft related crime as part of the Regional Auto Theft Task Force. Operating costs for the vehicles are estimated at \$7,000 annually from the Task Force and grant funding sources. There is no impact to the General Fund.

**Background:**

The Placer County Sheriff's Investigation Unit and the Placer County Auto Theft Task Force have created a partnership with NICB to investigate and apprehend those involved in auto theft related crimes 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. The Task Force and specific agency are responsible for the annual operation and maintenance. 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 from NICB.

Your Board's authorization for the Sheriff-Coroner-Marshall to execute these agreements is required.

**Fiscal Impact:**

Anticipated maintenance costs for each of these vehicles are \$3,000-\$3,500. Funds for these vehicle expenses will be provided by grants and Regional Auto Theft Task Force funding which is consistent with the MOU that was approved by your Board. 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 for use by the Placer County Task Force (the "Agency") the vehicle described as:

**Year: 2006**  
**Make: Chevrolet**  
**Model: C/K 2500 (3/4 TON).**  
**VIN: 1GCHC23U86F158175**

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 for use in pursuit of its lawful purpose. 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 NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365<sup>th</sup> day after the effective date of this Agreement, or longer if the term is extended in writing.
2. 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,
  - 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, and
  - d. The current mileage and condition of the vehicle.
  - e. The number of vehicles recovered.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE AGENCY:**

**NATIONAL INSURANCE CRIME BUREAU:**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

VIN:1GCHC23U86F158175

NICB File #C0710300002



**COPY**

## VEHICLE USE AGREEMENT

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

**Year: 2006**

**Make: Nissan**

**Model: Armada**

**VIN: 5N1AA08AX6N731962**

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 for use in pursuit of its lawful purpose. 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 NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365<sup>th</sup> day after the effective date of this Agreement, or longer if the term is extended in writing.
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