

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 09, 2013**

<b>AGENDA ITEM:</b> National Insurance Crime Bureau Vehicle Use Agreement	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Robert M. Lamoureux, Commander	<b>APPROVED BY:</b> Richard L. Smith	
<b>ATTACHMENTS:</b> Vehicle Use Agreement WA State DOL Vehicle Certificate of Ownership Application	<b>MAYOR</b>	<b>CAO</b>
	<b>AMOUNT:</b>	
<b>BUDGET CODE:</b>		

**DESCRIPTION:**

**This agreement between the Police Department and the National Insurance Crime Bureau (NICB) allows the department to utilize a vehicle provided by NICB for the purpose of enhancing capabilities in the area of vehicle theft and the investigation of insurance related crimes.**

**The vehicle is outfitted with full-functioning audio/video recording equipment in the cab of the vehicle. This allows for the deployment of the vehicle as a "bait car" during auto-theft sting operations.**

**The agreement is for a period of 365 days unless extended by agreement of both parties.**

**The lease of the vehicle comes at no cost to the city, however, the agreement stipulates the City will be responsible for the maintenance and repair of the vehicle while a part of the City Fleet.**

**This agreement is the same agreement used for other vehicles currently on loan to the police department by NICB. These agreements have previously been reviewed and approved as to form by the City Attorney's office.**

<b>RECOMMENDED ACTION:</b> Staff recommends City Council authorize the Police Chief to execute Vehicle Use Agreements in the form attached with NICB for the purpose of investigating vehicle thefts and insurance related crimes.
<b>COUNCIL ACTION:</b>



# VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to the Marysville Police Department, the vehicle described as:

**Year:**  
**Make:**  
**Model:**  
**VIN:**

This vehicle will be used by the Law Enforcement Agency for the purpose of auto sting operations and in the investigation of insurance related crimes.

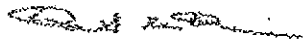
This agreement is subject to the following conditions:

1. The Law Enforcement Agency accepts the above-described vehicle from the NICB for use in pursuit of its lawful purpose. The Law Enforcement Agency shall accept said vehicle "as is". The NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365th day after the effective date of this agreement, or longer if the term is extended in writing.
2. The Law Enforcement Agency warrants that it will not sell, convey, or in any way dispose of said vehicle in a manner that 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 Law Enforcement Agency, its agents, or assigns, the Law Enforcement Agency shall be liable for any repair or replacement costs.
3. The Law Enforcement 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 assignee of the agency during the term of this agreement.
4. The Law Enforcement 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.
5. The Law Enforcement Agency will ensure its employees, agents, and assigns use said vehicle only for its intended purpose. No personal use of said vehicle is permitted.
6. The Law Enforcement Agency agrees to provide NICB with results of the bait vehicle operation monthly, or more frequently upon request.
7. The effective date of this agreement shall be the date the vehicle is delivered into the custody of the Law Enforcement Agency.

In witness whereof, the parties hereto have executed this agreement this 19<sup>th</sup> day of November, 2013.

**National Insurance Crime Bureau**

**Marysville Police Department**

  
\_\_\_\_\_

Dana MacDonald  
Director of Operations Northwest Region  
Date: November 19, 2013

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Vehicle Certificate of Ownership Application Certificate of Fact for Address Verification

Please Type or Print Plainly

**F E E S**

PLATE OR TPO	COLOR #1 Top or Front Color	COLOR #2 Bottom or Rear Color	VEHICLE IDENTIFICATION (VIN) NUMBER				FILING				
MOD. YR	WR	USE	MAKE	SERIES/BODY TYPE	MODEL	VALUE CODE	YEAR	MONORAIL			
CYCLE ENGINE OR MOTOR HOME NUMBER		FLEET CODE	EQUIPMENT#	MO REG	REG EXP DATE	SCALE WEIGHT	SEATS	RTA EXCISE TAX			
DECLARED GWT	MONTH GWT	GWT EXP	MILEAGE	CODE	PREVIOUS TITLE #	STATE	LICENSE	APPLICATION			
SPECIAL OPTIONS <input type="checkbox"/> DAV <input type="checkbox"/> NRM <input type="checkbox"/> Native American <input type="checkbox"/> Joint Tenants With Rights Of Survivorship			<input type="checkbox"/> Leased <input type="checkbox"/> Bonded <input type="checkbox"/> Reg Only		<input type="checkbox"/> No Title Issued <input type="checkbox"/> NON-ROADWORTHY		COUNTY OF RESIDENCE	PURCHASE PRICE	TAX JURISDICTION	TAX RATE	INSPECTION
Washington State primary residence street address or Washington State principal place of business street address is required on the vehicle record (WAC 308-56A-030). For exceptions to this rule, see form TD-420-004.											
For more than two Registered or Legal Owners, please attach additional applications.											
<b>NEW REGISTERED OWNER</b>											
NAME Last			First				Middle Initial				
NAME Last			First				Middle Initial				
Washington State primary residence Street Address (IF AN INDIVIDUAL) OR Washington State principal place of business Street Address (IF A BUSINESS)											
ADDRESS CONTINUED											
MAILING ADDRESS (IF DIFFERENT THAN RESIDENCE ADDRESS) OR EXCEPTION ADDRESS											
FIRST OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER					SECOND OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER						
<b>NEW LEGAL OWNER</b>											
NAME Last			First				Middle Initial				
NAME Last			First				Middle Initial				
ADDRESS											
ADDRESS CONTINUED											
FIRST OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER					SECOND OWNER'S WASHINGTON DRIVERS LICENSE, ID CARD OR UBI NUMBER						
<b>DEALER'S REPORT OF SALE</b>			WA DLR NO.	DEALER NAME			DATE OF SALE				
I certify that this information is correct. The vehicle is clear of encumbrances except as shown. Any required sales tax has been collected.			DATE OF DELIVERY	VEHICLE IS: (X) <input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> PREVIOUSLY TITLED			DEALER'S AUTHORIZED SIGNATURE				

Anyone who knowingly makes a false statement may be guilty of a felony under state law and upon conviction shall be punished by a fine, imprisonment or both. I declare under penalty of perjury under the laws of the State of Washington that the information I have provided on this form is true and correct.

**X** Registered Owner Signature \_\_\_\_\_ Date Signed \_\_\_\_\_ Place Signed (such as City or County) \_\_\_\_\_ Position, if signing for a business \_\_\_\_\_

**X** Registered Owner Signature \_\_\_\_\_ Date Signed \_\_\_\_\_ Place Signed (such as City or County) \_\_\_\_\_ Position, if signing for a business \_\_\_\_\_

NOTARY SEAL OR STAMP	<b>NOTARIZATION / CERTIFICATION</b>	
	State of Washington	Signed or attested
	County of _____	before me on _____
	by _____	Signature _____
	Printed Name of Person Signing Document	Notary / Agent Signature
	Notary's Name (PRINTED or STAMPED) _____	
	Title _____	Dealer No. OR AND: County / Office No. OR Notary Expiration Date _____
	Notary / Agent	

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodation, please call (360) 902-3600 or TTY (360) 664-8885.