

RESOLUTION NO. 2023- 216

A RESOLUTION APPROVING A PROPOSED VEHICLE USE AGREEMENT BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND THE CITY OF TAMPA POLICE DEPARTMENT; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the National Insurance Crime Bureau (“NICB”) and the City of Tampa Police Department (“Agency”) wish to enter into a Vehicle Use Agreement by which the vehicle will be used by the Agency for the purpose of investigating insurance-related crime and/or fraud; and

WHEREAS, approval of this Agreement would benefit the citizens of the City of Tampa and the Agency by providing an opportunity to expose criminal activity in the City.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the proposed Vehicle Use Agreement between the National Insurance Crime Bureau and the City of Tampa Police Department, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

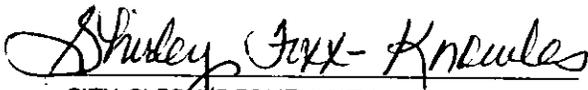
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the Official Seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

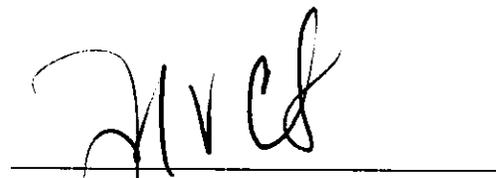
Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the provisions of this Resolution.

Section 4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on MAR 02 2023

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:

/s/ Mike Schmid

MIKE SCHMID

Senior Assistant City Attorney



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB"), subject to the terms and conditions set forth in this Agreement, does hereby agree to provide the following described vehicle ("Vehicle") to the **Tampa, FL Police Department** ("Agency"):

Year: 2019

Make: Nissan

Model: Armada

VIN: JN8AY2NC5K9584877

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 takes from the NICB, the above-described Vehicle for valuable consideration, including the promises and obligations imposed upon Agency, for use in pursuit of its lawful purpose. The Agency shall accept the Vehicle "as is".
2. The Term of this Agreement is for one year, commencing on the Effective Date. Notwithstanding the foregoing, NICB may terminate this Agreement and request possession on the Vehicle and the transfer of title in the event of a material breach of this agreement or upon 30 days written notice. Agency acknowledges that Nationwide retains a remainder interest in the Vehicle and that NICB may exercise said remainder interest on Nationwide's behalf to order to retake possession of the Vehicle.
3. The Agency warrants that it will not sell, convey or in any way dispose of the Vehicle without obtaining prior written consent of NICB. In the event that the 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 arising from the operation or maintenance of the Vehicle by an employee, agent or assign of the Agency during the term of this agreement including claims for property damage or bodily injury.
5. The Agency agrees and warrants that it shall provide general liability insurance coverage with a minimum of \$1,000,000 in general liability coverage (self-insured acceptable) for the above-described Vehicle in the normal course of its business.
6. The Agency agrees that it will title the Vehicle in the name of the Agency within 45 days of receipt of the vehicle.
7. The Agency shall provide NICB statistical reports related to its use of the Vehicle by the first week of each quarter. Should the Authorized Agency fail to timely provide the reports, NICB may terminate the Agreement and require the return of the Vehicle. The reports requested from the Authorized Agency shall contain:
 - a. The number of times the vehicle was deployed;
 - b. The number of arrests made, and the crimes charged, 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;
 - e. The number of vehicle recoveries and the VINs of Nationwide and/or Harleysville recoveries, and
 - f. Changes in crime rates due to the use of the vehicle.

8. The effective date of this agreement ("Effective Date") 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:

Jane Castor

Jane Castor
Name of Signer

By:

David A. Sicilian II #2604

David A. Sicilian II #2604

Its:

Mayor, City of Tampa

Title

Its:

Special Agent

Title

Date:

3/17/23

Date:

02/03/2023

VIN: JN8AY2NC5K9584877

NICB Case #: C22007000010

Attest:

Shirley Goye-Knowles

City Clerk / ~~Deputy City Clerk~~

Approved as to form:

/s/ Michael Schmid
Senior Assistant City Attorney

The execution of this document was authorized
by Resolution No. 2023-216

Michael Schmid

(signature)
 City Attorney
 Assistant City Attorney

RESOLUTION NO. 2024- 147

A RESOLUTION APPROVING THE RENEWAL OF A VEHICLE USE AGREEMENT BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND THE CITY OF TAMPA POLICE DEPARTMENT; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION OF THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the National Insurance Crime Bureau ("NICB") and the City of Tampa Police Department ("Agency") wish to enter into and renew a Vehicle Use Agreement previously approved under Resolution # 2023-216 by which the vehicle will be used by the Agency for the purpose of investigating insurance-related crime and/or fraud; and

WHEREAS, approval of this Agreement would benefit the citizens of the City of Tampa and the Agency by continuing to provide an opportunity to expose criminal activity in the City.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Vehicle Use Agreement between the National Insurance Crime Bureau and the City of Tampa Police Department, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

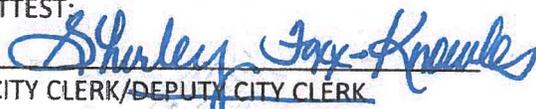
Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the Official Seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the provisions of this Resolution.

Section 4. That this Resolution shall take effect nunc pro tunc February 14, 2024.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on
MAR 07 2024

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:

/s/ Mike Schmid
Sr. Asst. City Attorney

The National Insurance Crime Bureau ("NICB"), subject to the terms and conditions set forth in this Agreement, does hereby agree to provide the following described vehicle to the **City of Tampa Police Department** ("Agency")

YEAR: 2019
MAKE: Nissan
MODEL: Armada
VIN: JN8AY2NC5K9584877

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 takes from the NICB, the above-described Vehicle for valuable consideration, including the promises and obligations imposed upon Agency, for use in pursuit of its lawful purpose. The Agency shall accept the Vehicle "as is".
2. The Term of this Agreement is for one year, commencing on the Effective Date. Notwithstanding the foregoing, NICB may terminate this Agreement and request possession on the Vehicle and the transfer of title in the event of a material breach of this agreement or upon 30 days written notice. Agency acknowledges that Nationwide retains a remainder interest in the Vehicle and that NICB may exercise said remainder interest on Nationwide's behalf to order to retake possession of the Vehicle.
3. The Agency warrants that it will not sell, convey or in any way dispose of the Vehicle without obtaining prior written consent of NICB. In the event that the 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 arising from the operation or maintenance of the Vehicle by an employee, agent or assign of the Agency during the term of this agreement including claims for property damage or bodily injury.
5. The Agency agrees and warrants that it shall provide general liability insurance coverage with a minimum of \$1,000,000 in general liability coverage (self-insured acceptable) for the above-described Vehicle in the normal course of its business.
6. The Agency agrees that it will title the Vehicle in the name of the Agency within 45 days of receipt of the vehicle.
7. The Agency shall provide NICB statistical reports related to its use of the Vehicle by the first week of each quarter. Should the Authorized Agency fail to timely provide the reports, NICB may terminate the Agreement and require the return of the Vehicle. The reports requested from the Authorized Agency shall contain:
 - a. The number of times the vehicle was deployed;
 - b. The number of arrests made, and the crimes charged, due to the use of the vehicle;

8. The effective date of this agreement ("Effective Date") shall be the date the Vehicle is delivered into the custody of the Agency.

nunc pro tunc to

IN WITNESS WHEREOF, the parties hereto have executed this agreement ^{nunc pro tunc to} this 14th day of February, 2024.

THE AGENCY:

NATIONAL INSURANCE CRIME BUREAU:

By:

Jane Castor
Name of Signer

By:

SA David A. Siciliano # 2604
Name of Signer

Its:

Mayor
Title

Its:

SPECIAL AGENT
Title

Date:

3/15/24

Date:

02/14/2024

VIN:

JN8AY2NC5K9584877

NICB Case #:

C2400900074

Attest:

Shirley Fox-Kowles
City Clerk/Deputy City Clerk

The execution of this document was authorized
by Resolution No. 2024-147
Mike Schmid
(signature)
 City Attorney
 Assistant City Attorney

Approved as to form:

/s/ Mike Schmid
Sr. Asst. City Attorney

RESOLUTION NO. 2025- 175

A RESOLUTION APPROVING THE RENEWAL OF A VEHICLE USE AGREEMENT BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND THE CITY OF TAMPA POLICE DEPARTMENT; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION OF THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority contained in Resolution 2022-176, the National Insurance Crime Bureau ("NICB") and the City of Tampa Police Department ("Agency") entered into a Vehicle Use Agreement by which the vehicle will be used by the Agency for the purpose of investigating insurance-related crime and/or fraud; and

WHEREAS, pursuant to the authority contained in Resolution 2023-216, the National Insurance Crime Bureau and the City of Tampa Police Department entered into a renewal Vehicle Use Agreement; and

WHEREAS, pursuant to the authority contained in Resolution 2024-147, the National Insurance Crime Bureau and the City of Tampa Police Department entered into a renewal for the Vehicle Use Agreement; and

WHEREAS, approval of this Agreement would benefit the citizens of the City of Tampa and the Agency by continuing to provide an opportunity to expose criminal activity in the City.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

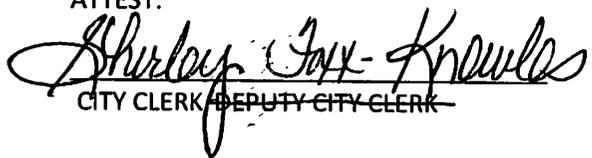
Section 1. That the proposed renewal of the Vehicle Use Agreement between the National Insurance Crime Bureau and the City of Tampa Police Department, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the Official Seal of the City of Tampa to, said Agreement on behalf of the City of Tampa.

Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the provisions of this Resolution.

Section 4. That this Resolution shall take effect nunc pro tunc February 14, 2025.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on MAR 06 2025.

ATTEST:

CITY CLERK / ~~DEPUTY CITY CLERK~~



CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:
/s/ Mike Schmid
Sr. Asst. City Attorney

FILE # PS25-12445



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB"), subject to the terms and conditions set forth in this Agreement, does hereby agree to provide the following described vehicle ("Vehicle") to the **Tampa, FL Police Department** ("Agency"):

Year: 2019

Make: Nissan

Model: Armada

VIN: JN8AY2NC5K9584877

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 takes from the NICB, the above-described Vehicle for valuable consideration, including the promises and obligations imposed upon Agency, for use in pursuit of its lawful purpose. The Agency shall accept the Vehicle "as is".
2. The Term of this Agreement is for one year, commencing on the Effective Date. Notwithstanding the foregoing, NICB may terminate this Agreement and request possession on the Vehicle and the transfer of title in the event of a material breach of this agreement or upon 30 days written notice. Agency acknowledges that Nationwide retains a remainder interest in the Vehicle and that NICB may exercise said remainder interest on Nationwide's behalf to order to retake possession of the Vehicle.
3. The Agency warrants that it will not sell, convey or in any way dispose of the Vehicle without obtaining prior written consent of NICB. In the event that the 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 arising from the operation or maintenance of the Vehicle by an employee, agent or assign of the Agency during the term of this agreement including claims for property damage or bodily injury.
5. The Agency agrees and warrants that it shall provide general liability insurance coverage with a minimum of \$1,000,000 in general liability coverage (self-insured acceptable) for the above-described Vehicle in the normal course of its business.
6. The Agency agrees that it will title the Vehicle in the name of the Agency within 45 days of receipt of the vehicle.
7. The Agency shall provide NICB statistical reports related to its use of the Vehicle by the first week of each quarter. Should the Authorized Agency fail to timely provide the reports, NICB may terminate the Agreement and require the return of the Vehicle. The reports requested from the Authorized Agency shall contain:
 - a. The number of times the vehicle was deployed;
 - b. The number of arrests made, and the crimes charged, 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;
 - e. The number of vehicle recoveries and the VINs of Nationwide and/or Harleysville recoveries, and
 - f. Changes in crime rates 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;
- e. The number of vehicle recoveries and the VINs of Nationwide and/or Harleysville recoveries, and
- f. Changes in crime rates due to the use of the vehicle.

8. The effective date of this agreement ("Effective Date") 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 14th day of February, 2025.

THE AGENCY

NATIONAL INSURANCE CRIME BUREAU

By: Jane Castor
Jane Castor

By: David A. Sicilian II
David A. Sicilian II

Its: Mayor, City of Tampa
Title

Its: Special Agent
Title

Date: Date 3/14/25

Date: 02/14/2025

VIN: JN8AY2NC5K9584877

NICB FILE #: C22007000010

Attest: Shirley Cox-Krawles
City Clerk/Deputy City Clerk



Approved as to form:
/s/ Mike Schmid
Sr. Asst. City Attorney