

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING THE RENEWAL OF A VEHICLE USE AGREEMENT BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND THE CITY OF TAMPA ON BEHALF OF THE 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 No. 2023-216, the National Insurance Crime Bureau (“NICB”) and the City of Tampa on behalf of the 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 No. 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, pursuant to the authority contained in Resolution No. 2025-175, the National Insurance Crime Bureau and the City of Tampa Police Department entered into a renewal for the Vehicle Use Agreement; and

WHEREAS, this agreement shall automatically renew for an additional one-year period under the same terms unless written notice is tendered more than 30 days prior to the end of the term and may renew annually by autorenewal for up to two consecutive years; 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, 2026.

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

_____.

ATTEST:

CHAIR/CHAIR PRO-TEM, CITY COUNCIL

CITY CLERK/DEPUTY CITY CLERK

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 ("Vehicle") to the **Tampa Police Department** ("Agency"):

Year: 2019

Make: Nissan

Model: Armada

VIN: JN8AY2NC5K95848771

This Vehicle will be used by the Agency for the purpose of investigation of insurance related crime and/or fraud (the "Purpose.") 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 the Agency, for use in pursuit of the Purpose.
2. The Term of this Agreement is for one year commencing on the Effective Date (the "Term"). Thereafter, unless written notice is tendered more than 30 days prior to the end of the Term, the Agreement will automatically renew for an additional one-year period under the same terms as the initial Agreement. This Agreement may renew annually by autorenewal for up to two consecutive years after the end of the initial term, at the end of which, the Agreement shall terminate and the Vehicle be returned, unless both the NICB and the Agency agree to an extension in writing.
3. Notwithstanding the foregoing, NICB may terminate this Agreement and request possession of the Vehicle and the transfer of title without notice in the event of a material breach of this Agreement, or for any reason 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 in order to retake possession of the Vehicle.
4. The Agency warrants that it will not sell, convey, or in any way dispose of the Vehicle without obtaining prior written consent of NICB. The Agency shall not be liable for Vehicle wear and tear (including mileage), uninsured loss, or damage to the Vehicle incurred while the Vehicle is in the custody of the Agency.
5. 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.
6. The Agency agrees and warrants that it shall obtain general liability insurance coverage and/or self-insure a minimum of \$1,000,000 in general liability coverage for the above-described Vehicle in the normal course of its business.
7. The Agency agrees that it will title the Vehicle in the name of the Agency within 45 days of receipt of the Vehicle and provide documentation to NICB showing proof of title change.
8. The Agency shall provide NICB statistical reports related to its use of the Vehicle by the first week of each quarter. Should the Agency fail to timely provide the reports, NICB may terminate the Agreement and require the return of the Vehicle. The reports requested from the 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.

9. 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, 2026.

THE AGENCY, TAMPA, FL POLICE DEPARTMENT:

NATIONAL INSURANCE CRIME BUREAU:

By:

By:

David A. Sicilian II

Jane Castor

David A. Sicilian II

Its: Mayor

Its: Special Agent

Title

Title

Date:

Date: 02/14/2026

VIN: JN8AY2NC5K95848771

NICB Case #: C22007000010

Attest:

Approved as to form:

City Clerk/Deputy City Clerk

/s/ Mike Schmid
Sr. Asst. City Attorney

The execution of this document was authorized
by Resolution No. _____

- City Attorney
- Assistant City Attorney