


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department has received a donation of a 2000 Honda Civic
 2 with an estimated value of \$2,500 from the National Insurance Crime Bureau (NICB); and
 3
 4 WHEREAS, the vehicle will be used primarily as a 'bait car' in the property crimes unit, and
 5
 6 WHEREAS, the NICB is requesting the city to enter into the attached Vehicle Donation Agreement
 7 which includes an indemnification clause; and
 8
 9 WHEREAS, the public purpose of this donation is to assist police department property crimes unit in
 10 auto theft prevention investigation, apprehension and prosecution activities; and
 11
 12 BE IT RESOLVED, that the council accepts this donation and the vehicle 'as is', and authorizes the City
 13 of Saint Paul to enter into and Chief Thomas E. Smith to implement the attached agreement and extends
 14 its sincere thanks to the NICB.
 15
 16 001-04224
 17
 18

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**


By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Approved by Mayor for Submission to Council

By: _____



VEHICLE DONATION AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby donate to **St. Paul Police Department** (the "Agency") the vehicle described as:

Year: 2000
Make: Honda
Model: Civic
VIN: 1HGEJ814XYL070099

The vehicle will be used by the Agency for **Bait Vehicle Operations**.

This agreement is subject to the following conditions:

1. The Agency accepts from the NICB, the above-described vehicle for one dollar (\$1.00) and other valuable considerations 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.
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. In the event that any injury or property damage results from the above described activities while the vehicle is in the custody of the Agency, its agents or assigns, the Agency shall assume all liability.
4. The Agency does hereby release the NICB from any and all claims arising from its use of the vehicle.
5. The Agency agrees and warrants that it shall, if applicable, provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
6. 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 1st day of June, 2012.

The Agency:

National Insurance Crime Bureau:

By:

By: **Robert Henderson**

Name of Signer

Name of Signer

Its:

Its: **Supervisory Special Agent**

Title

Title

Date:

Date: **06/01/2012**

VIN: 1HGEJ814XYL070099

NICB File #: C1130600019