

MEMORANDUM OF UNDERSTANDING BETWEEN THE REGIONAL AUTO CRIMES TEAM, ReACT, TASK FORCE AND THE NATIONAL INSURANCE CRIME BUREAU

This Memorandum of Understanding (MOU) or "Agreement" is to formally establish, with regards to the MOU, certain roles and responsibilities of the ReACT Task Force, a grantee and Task Force of the Auto Burglary and Theft Prevention Authority ("ABTPA"), with its principal location at the San Antonio Police Department 215 S. San Saba #104, San Antonio, Texas, 78207 and the National Insurance Crime Bureau ("NICB"), a not-for-profit organization, headquartered at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018.

ReACT and NICB agree that the cooperative and coordinated effort between the parties will facilitate the identification, detection, and prosecution of auto theft insurance fraud.

Terms and Conditions

1. THE PROGRAM: NICB desires to provide an Investigator/Analyst ("employee") employed by NICB to be embedded within ReACT and ReACT agrees to the placement of said NICB employee within ReACT. NICB shall provide an employee to work with ReACT on a part time basis 25% of the employee's time. The NICB employee shall be qualified by experience and/or training to perform the functional job duties of an Investigator or Analyst. The employee provided by NICB shall be mutually agreed upon by ReACT and the NICB.

2. PERIOD OF PERFORMANCE: The term of this agreement shall begin on September 1, 2017 and will continue through August 31, 2018. The term of the agreement may be extended upon the mutual written agreement of the parties, unless either party gives written notice to the other party (30) days prior to the renewal date that it elects not to renew this Agreement.

3. MUTUAL ASSURANCE BY THE PARTIES: NICB shall be responsible for the NICB's employee salary and benefits, including workers compensation claims, for the period of employment by NICB and while embedded within ReACT pursuant to this agreement. NICB will bear the cost of all investigative expenses incurred by the NICB employee. NICB shall be the final authority in all personnel matters pertaining to the NICB employee. NICB will provide operational and day-to-day supervision for the NICB employee. NICB will determine its employees work hours. The NICB employee shall, in addition, to his or her duties for the NICB, assist ReACT in the identification and investigation of auto theft insurance fraud and other auto theft related case matters.

ReACT will provide NICB access to copies of original reports of investigation, evidence, and other investigative materials generated, seized, or collected by ReACT pertaining to investigations of auto theft insurance fraud and other auto theft related crimes in accordance with applicable laws, rules, and regulations. Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by ReACT shall be retained by the agency in the Task Force responsible for the case.

4. NO EMPLOYMENT CONTRACT: This Agreement does not constitute an employment agreement between ReACT and the NICB employee. This Agreement is between ReACT and NICB. This Agreement does not affect or grant the NICB employee any additional rights or privileges.

5. RECORDS: NICB may retain any records, information, and reports originated and prepared by the NICB employee. The retaining of ReACT records, information, and reports by the NICB employee may be restricted.

6. AGENCY: ReACT and NICB agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its Agents or employees in conjunction with the performance of work covered under this Agreement.

7. AMENDMENT: This MOU may be modified/amended only by mutual agreement of the parties.

8. LIABILITY: Both ReACT and NICB agree that each entity shall be responsible for any liability or damages of its personnel. Participating Task Force agencies or Officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal, state statutory or constitutional law.

9. FUNDING: NICB is solely responsible for all salary and benefits for its employee embedded in ReACT pursuant to this agreement. The funding provided by NICB for their employee will be reported as “cash match” pursuant to ABTPA guidelines in the application.

10. ENTIRE AGREEMENT: This MOU represents the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing signed by both parties. By their signatures below, the parties accept the terms of this Agreement in full.

Fred Lohman, Director of Operations
Southwest Region
320 Decker Drive Suite 100
Irving, TX 75062

Date

Lieutenant Paul Heitzman, Project Director
Vehicle Crimes Unit, ReACT Grant, SAPD
215 S. San Saba #104
San Antonio, TX 78207

Date