



April 12, 2017

Lieutenant Paul Heitzman
San Antonio Regional Auto Crimes Task Force
215 San Saba, Suite 104
San Antonio, Texas 78207

Reference: Special Agent Archibald Harben

Dear Lieutenant Heitzman,

This letter serves as our official notice of the National Insurance Crime Bureau to formally support the operations of the San Antonio Regional Auto Crimes Task Force via a cooperative agreement whereby Special Agent Archibald Harben will work directly with task force personnel to facilitate the identification, detection, and prosecution of auto theft and insurance fraud crimes in the area of responsibility.

NICB desires to provide a Special Agent / Investigator employed by NICB to be embedded with the San Antonio Regional Auto Crimes Task Force 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 a Special Agent / Investigator with subject matter expertise in the identification and investigation of vehicle theft and vehicle burglary and insurance fraud crimes.

The term of our support shall be effective January 1, 2017 and will continue unless either party gives written notice to the other (30 days) of their intention to terminate the relationship.

NICB shall be responsible for the NICB employee's salary and benefits, including workers compensation claims, for the period of employment by NICB and while embedded with the San Antonio Regional Auto Crimes Task Force. 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 the San Antonio Regional Auto Crimes Task Force in the identification and investigation of auto theft insurance fraud and other auto theft related case matters.

San Antonio Regional Auto Crimes Task Force will provide NICB access to copies of original reports of investigation, evidence, and other investigative materials generated, seized, or collected by San Antonio Regional Auto Crimes Task Force 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 San Antonio Regional Auto Crimes Task Force shall be retained by the agency in the Task Force responsible for the case.

NICB's support of the operations of the San Antonio Regional Auto Crimes Task Force does not constitute an employment agreement between the San Antonio Regional Auto Crimes Task Force and the NICB employee.

NICB's support of the San Antonio Regional Auto Crimes Task Force does not affect or grant the NICB employee any additional rights or privileges.

NICB may retain any records, information, and reports originated and prepared by the NICB employee. The retaining of San Antonio Regional Auto Crimes Task Force records, information, and reports by the NICB employee may be restricted.

San Antonio Regional Auto Crimes Task Force 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 support agreement.

Both the San Antonio Regional Auto Crimes Task Force and NICB agree that each agency 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.

NICB is solely responsible for all salary and benefits for its employee embedded in the San Antonio Regional Auto Crimes Task Force 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.

This support agreement 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.

Should you feel the need for a Memorandum Of Understanding, (MOU) to further formalize this informal agreement, please let me know and I will have the NICB Law Department draft one similar to the example attached which was prepared for the Brownsville Auto Theft Task Force.

Respectfully,

A handwritten signature in dark ink, appearing to read "Frederick P. Lohmann". The signature is written in a cursive, slightly stylized font.

Frederick P. Lohmann
Regional Director