

PROFESSIONAL SERVICES AGREEMENT WITH CRIMESTOPPERS

This PROFESSIONAL SERVICES AGREEMENT WITH CRIMESTOPPERS (“Agreement”) is made effective this 5th day of January, 2022 (“Effective Date”), by and between the City of Meridian, Idaho, a municipal corporation organized under the laws of the state of Idaho (“City”), and Crime Stoppers of Southwest Idaho, a non-profit corporation organized under the laws of the state of Idaho (“Crime Stoppers”), collectively, “Parties.”

WHEREAS, Crime Stoppers programs were formed for the purpose of providing crime-solving assistance to law enforcement agencies, and worldwide, Crime Stoppers programs have solved over half a million crimes and recovered over three billion dollars’ worth of stolen property; and

WHEREAS, Crime Stoppers of Southwest Idaho was founded in 1981, is administered by an all-volunteer board of directors, and includes programs that assist law enforcement agencies by providing information on crimes called in to the Crime Stoppers Tip Line with information which leads to arrest; and

WHEREAS, City desires to partner with Crime Stoppers to provide community services and continued assistance to the Meridian Police Department and other law enforcement agencies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. **Scope of services:** The services to be performed by Crime Stoppers under this Agreement shall be those services identified in *Exhibit A*, attached hereto and incorporated by reference herein.
2. **Term:** The term of this Agreement shall be from the Effective Date first written above, through September 30, 2022.
3. **Compensation and Payment:** For services provided under this Agreement, City shall pay to Crime Stoppers thirteen thousand, five hundred dollars (\$13,500.00).
4. **Method of payment:** Crime Stoppers shall provide to City a completed W-9 form and invoice for services provided under this Agreement. City shall make payment to Crime Stoppers within thirty (30) days of receipt of the completed W-9 form and invoice. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Crime Stoppers under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Crime Stoppers.
5. **Independent Contractor:** At all times during the term of this Agreement, Crime Stoppers shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Crime Stoppers only insofar as the results of Crime Stoppers’ services rendered pursuant to this Agreement. The City shall not have the right to control the means and

methods by which Crime Stoppers accomplishes services rendered hereunder. Crime Stoppers shall indemnify the City against any liability arising out of an allegation or finding that Crime Stoppers is not an independent contractor. Crime Stoppers will be solely responsible for payment of all federal and state taxes, will not be an employee of the City for worker's compensation purposes or any other purposes, and will not have unemployment insurance benefits. Crime Stoppers shall supply, at Crime Stoppers' sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided under this Agreement.

6. Time of the essence: Crime Stoppers acknowledges that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

7. Recordkeeping: Crime Stoppers shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, an annual report summarizing the number of tips leading to an arrest and summarizing the community outreach programs conducted during the term of this Agreement. Such annual report shall be submitted to City between August 1, 2022 and August 15, 2022.

8. Indemnification: Crime Stoppers shall agree to indemnify and save and hold harmless City, and any and all of its employees, agents, volunteers, and/or elected officials, from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with Crime Stoppers' actions or omissions under this Agreement.

9. Day-to-day communications: Communication between Crime Stoppers and City regarding day-to-day matters shall occur via e-mail, text message, or telephone or video call. City shall provide Crime Stoppers the name, e-mail address, and telephone number of specific Meridian Police Department personnel ("Police Contact") who shall serve as the liaison between City and Crime Stoppers for all matters regarding day-to-day matters. Crime Stoppers shall provide City the name, e-mail address, and telephone number of specific Crime Stoppers personnel ("Crime Stoppers Contact") who shall serve as the liaison between Crime Stoppers and City for all day-to-day matters.

10. All other notice: All other notices required to be given by either of the Parties shall be in writing and be deemed communicated when sent via e-mail, personal service, or mailed via United States mail, to the following personnel and address:

If to City:

City of Meridian
Attn: City Clerk
33 E. Broadway Avenue
Meridian ID 83642
cityclerk@meridiantcity.org

If to Crime Stoppers:

Crime Stoppers of Southwest Idaho, Inc.
P.O. Box 1887
Boise, ID 83701
crimestoppersofswid@gmail.com

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

11. Termination: If either Party determines that the other has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement, the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have seven (7) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.

12. Assignment: This Agreement may not be assigned or delegated by either party without prior written consent of the other party.

13. Amendments: This Agreement may be amended only in writing upon mutual agreement of the governing board and/or duly authorized representatives of both City and Crime Stoppers.

14. Attorneys' Fees: The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorneys' fees in addition to other relief which a court of competent jurisdiction may award.

15. Waiver: Crime Stoppers waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Crime Stoppers' performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.

16. Worker's compensation insurance: Crime Stoppers shall obtain and shall maintain, at Crime Stoppers' sole expense, workers' compensation insurance, in an amount required by law, to cover any and all persons employed by Crime Stoppers.

17. Governing Law: This Agreement will be construed in accordance with the laws of the State of Idaho. The Parties submit to the jurisdiction of Idaho courts and agree that proper venue for any suit concerning this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

18. Entire Agreement: This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

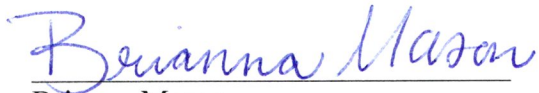
19. Exhibits: All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

20. Severability: If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

21. Approval: The City and Crime Stoppers each acknowledge that this Agreement, even though agreed upon by the City's representatives, is not binding upon the City until such time as the Meridian City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CRIME STOPPERS OF SOUTHWEST IDAHO, INC.:



Brianna Mason
Chair-Person

CITY OF MERIDIAN:

Attest:

BY: _____
Robert E. Simison
Mayor

Chris Johnson
City Clerk

EXHIBIT A — SCOPE OF SERVICES

- A. Crime Stoppers will staff and operate a twenty-four (24) hour telephone hotline to take anonymous tips regarding Meridian crimes.
- B. Crime Stoppers will provide a website and mobile application (also known as an “app”) to take anonymous tips regarding Meridian crimes.
- C. Crime Stoppers will provide at least one (1) Police Coordinator who will act as the liaison between the Meridian Police Department and Crime Stoppers. Crime Stoppers will forward all tips received to the Police Contact.
- D. Crime Stoppers will use social media and their website to actively solicit information from the community only upon request and approval from the Meridian Police Department.
- E. Crime Stoppers will provide five (5) informational signs for use and posting by the City of Meridian.
- F. Crime Stoppers will provide at least one (1) public outreach program to assist and educate Meridian citizens on crime prevention and reporting.
- G. Crime Stoppers will provide at least one (1) educational program to a Meridian school regarding implementing and maintaining a school crime prevention program.