

SERVICES AGREEMENT (CRIMESTOPPERS)

This Services Agreement ("Agreement") is made between Canyon County, Idaho, a political subdivision of the State of Idaho ("COUNTY"), and Crime Stoppers of Southwest Idaho, an Idaho non-profit corporation.

RECITALS

WHEREAS, Crime Stoppers programs were formed for the purpose of providing crime-solving assistance to law enforcement agencies.

WHEREAS, Crime Stoppers programs worldwide have solved over half a million crimes and recovered over three billion dollars' worth of stolen property and narcotics.

WHEREAS, Crime Stoppers of Southwest Idaho was founded in 1981 and administered by an all-volunteer board of directors.

WHEREAS, Crime Stoppers have assisted law enforcement agencies by providing information on crimes called in to the Crime Stoppers Tip line with information which leads to an arrest.

WHEREAS, COUNTY desires to hire Crime Stoppers to provide community services and continued assistance of the Canyon County Sheriff's Office and other law enforcement agencies.

AGREEMENT

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. **Effective Date Term**: The term of this Agreement is from October 1, 2024 through September 30, 2025.
2. **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.
3. **Compensation and Payment**: COUNTY shall pay to Crime Stoppers Five Thousand Eight Hundred Twenty Dollars (\$5,820.00).
4. **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 COUNTY. COUNTY shall have the right to control Crime Stoppers only insofar as the results of Crime Stoppers' services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means and methods by which Crime Stoppers accomplishes services rendered hereunder. Crime Stoppers shall indemnify COUNTY against any liability arising out of an allegation or finding that Crime Stoppers Services Agreement with 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 COUNTY for worker's compensation purposes or any other purposes, and will not have unemployment insurance benefits.

5. **Recordkeeping:** Crime Stoppers shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, a year-end report summarizing the number of tips leading to an arrest and a report summarizing the community outreach programs conducted during the term of this Agreement.

6. **Indemnification:** Crime Stoppers shall agree to indemnify and save and hold harmless COUNTY 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' performance under this Agreement.

7. **Equipment, Materials, Supplies:** 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.

8. **Notice:** Communication between the Parties regarding day-to-day matters shall occur via e-mail or telephone. For Clarification on or direction regarding day-to-day matters, the point of contact for COUNTY shall be the Canyon County Sheriff's Office. All other notices required to be given by either of the Parties shall be in writing and be deemed communicated when personally served, or emailed as follows:

Canyon County
Email: sheriffsoffice@canyoncounty.id.gov
Phone: (208) 454-7510
Attn: Chief Deputy

Crime Stoppers of Southwest Idaho
Email: info@343cops.com
Phone: (208) 871-2550
Attn: Brii Mason, President

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

10. **Amendments:** This Agreement may be amended only in writing upon mutual agreement of both COUNTY and Crime Stoppers.

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

12. **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 Third Judicial District of the State of Idaho, in and for Canyon County.

13. **Nonappropriation:** In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, COUNTY may cancel this Agreement for any fiscal year when the necessary funds for the fulfillment of this Agreement are not budgeted for, and appropriated by, COUNTY. COUNTY may, solely at its option, at the end of any fiscal year of COUNTY, cancel this Agreement, without penalty, if COUNTY determines not to budget or appropriate funds from revenues legally available to it, for the services contracted for. COUNTY's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

14. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Statements or representations of any kind not embodied herein shall be of no force or effect. This Agreement may only be modified in writing.

15. **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.

16. **Approval:** COUNTY and Crime Stoppers each acknowledge that this Agreement, even though agreed upon by COUNTY's representatives, is not binding upon COUNTY until such time as the Canyon County Board of Commissioners approves this Agreement and authorizes the Sheriff to execute this Agreement on behalf of COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below.

DATED this _____ day of _____, 2024.

CRIME STOPPERS OF SOUTHWEST IDAHO

Brii Mason, President

STATE OF IDAHO

County of _____

On this _____ day of _____, 2024, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for Crime Stoppers of Southwest Idaho, who name is subscribed to the within instrument, and acknowledged to me that said executed the same.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Exhibit A — Scope of Services

Law Enforcement Assistance

- Crime Stoppers will staff and operate a twenty-four (24) hour Telephone Hotline line to take anonymous tips regarding Canyon County crimes.
- Crime Stoppers will provide a website and mobile application (also known as an “app”) to take anonymous tips regarding Canyon County crimes.
- Crime Stoppers will provide at least one (1) Police Coordinator who will act as the communication facilitator between citizens, media and law enforcement. Anonymous tips received will be forwarded to the Canyon County Sheriff’s Office’s preferred contact for further investigation.
- Crime Stoppers will use social media and their website to actively solicit information from the community only upon request and approval from the Canyon County Sheriff’s Office.
- Crime Stoppers will provide five (5) informational signs for the use of COUNTY to be hung in their preferred locations, if desired.

Community Outreach

- Crime Stoppers will provide at least one (1) public outreach program to assist and educate Canyon County citizens on crime prevention and reporting.