

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

MEMORANDUM OF AGREEMENT
REGARDING CRIMESTOPPERS OF
SAVANNAH – CHATHAM COUNTY

This Memorandum of Agreement, made and entered into this _____ day of May, 2020, is by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH (hereinafter the “City”) and CRIMESTOPPERS OF SAVANNAH – CHATHAM COUNTY (hereinafter “Crimestoppers”), a non-profit organization.

WITNESSETH:

WHEREAS, pursuant to a Memorandum of Agreement dated September 10, 1999, the City assumed certain administrative responsibilities for the operation of Crimestoppers from the Chatham County – Savannah Metropolitan Planning Commission; and

WHEREAS, Crimestoppers desires to continue procuring donated services of and charitable contributions from community members to further the community’s interests in solving crime; and

WHEREAS, continued operation of Crimestoppers is a benefit to the City’s citizens, residents, and visitors; and

WHEREAS, the parties acknowledge that it is the desire of Crimestoppers to be an independent non-profit agency and future responsibility for day-to-day administration of Crimestoppers will remain with its Executive Director; however, clearer delineation of the terms and obligations set forth in the Memorandum of Agreement dated September 10, 1999 is necessary and in the best interests of the City and Crimestoppers; and

WHEREAS, Chatham County, a party to the September 10, 1999 Memorandum of Agreement, by and through its Board of Commissioners, wishes to discontinue funding Crimestoppers and terminate its participation in this Agreement;

NOW, THEREFORE, the City and Crimestoppers agree as follows:

1. Crimestoppers will continue to utilize the donated services of and charitable contributions from community members to further its mission, which shall include but not necessarily be limited to:

- (a) Maintaining a close liaison with all law enforcement agencies located within and serving the Savannah area.
- (b) Maintaining a close liaison with the office of the Chatham County District Attorney.
- (c) Maintaining a complete filing and record system concerning matters within the scope of its services.
- (d) Coordinating a 24-hour per day/7-days per week hotline.
- (e) Preparing reports concerning Crimestoppers as required by Crimestoppers International and the members of its Board of Directors from time-to-time.
- (f) Coordinating all activities associated with the “Crime of the Week.”
- (g) Coordinating all advertising activities.
- (h) Making Crimestoppers presentations to social, civic, and other non-profit groups within the Savannah area.

2. The Savannah Police Department will continue to utilize tips provided by Crimestoppers and will make reasonable efforts to promote Crimestoppers through press releases, and other media interactions.

3. Upon a vacancy in the Executive Director position, the Board of Directors of Crimestoppers shall advertise the position and review a list of qualified candidates. It shall select the most qualified candidate for the Executive Director position.

4. The Executive Director will report to the Crimestoppers Board of Directors and be responsible for satisfying corporate annual registration requirements with the Georgia Secretary of State’s Office and completing and maintaining annual registration requirements to obtain non-profit status with the United States Internal Revenue Service. The Executive Director will be responsible for the day-to-day operation of Crimestoppers and also serve as executive secretary for Crime Stopper’s Board of Directors.

5. Crimestoppers’ staff, including its Executive Director, will not be considered City employees. Accordingly, Crimestoppers’ staff, including its Executive Director, shall not be entitled to receive City benefits, including but not limited to health insurance, dental insurance,

vision insurance, and workers' compensation coverage. Nor shall they be eligible to participate in the City's pension plan. Crimestoppers is solely responsible for payment of all income, disability, withholding, and other employment taxes as well as all medical benefit premiums, vacation pay, sick pay, and other fringe benefits to its employees, agents, and independent contractors.

6. Nothing in this Agreement shall operate to or be construed as making the City and Crimestoppers partners, joint venturers, principals, joint employers, fiduciaries, agents, or employees of the other. No employee, agent, affiliate, or contractor retained by Crimestoppers to perform work on its behalf will be deemed to be an employee, agent, or contractor of the City of Savannah. Neither party will have any right, power, or authority, express or implied, to bind the other.

7. To ensure responsible and transparent use of City-funds, Crimestoppers shall:

- (a) Maintain financial records of all program costs, which shall be maintained in accordance with *Generally Accepted Accounting Principles*.
- (b) Expend funds in a manner consistent with the spirit and intent of this Agreement.
- (c) Maintain proper and accurate books and records reflecting its administration of Agreement funds and compliance with all applicable law. Such documentation shall be retained for no less than 3 years from its creation and be available to the City upon reasonable request.
- (d) Include an accounting of City funds in its regularly scheduled audits and also in its financial statements. The City reserves the right to recoup any funds that may not have been disbursed consistent with the spirit and intent of this Agreement.
- (e) Provide the City with current information identifying the names and addresses of its Board members, which shall be updated upon any change in the Board's constitution or composition.
- (f) Provide the City with written notification of all Board meetings no less than 7 days prior to a scheduled meeting.

8. The City will designate a point of contact to coordinate administration of this Agreement, which includes monitoring Crimestoppers' progress toward meeting objectives and compliance herewith. The City's point of contact is:

[NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[EMAIL ADDRESS]

9. Annual disbursement amounts by the City to Crimestoppers will be determined by majority vote of the Mayor and Aldermen. For fiscal year 2020, Crimestoppers will receive up to \$150,000. City funding will be handled pursuant to a disbursement schedule set forth as Exhibit “A.”

10. Either party hereto may terminate this Agreement upon giving 90 days’ written notice. In the event of termination, Crimestoppers shall be entitled to retain: (a) the name “Crimestoppers” for regional use; (b) its current website; and (c) its current telephone number.

11. Crimestoppers agree to defend, indemnify, and hold the City harmless from all claims, damage, expenses, costs, and liability associated with Crimestoppers’ operation, employees, agents, and contractors undertaken in connection with this Agreement.

12. All services performed hereunder shall be in accordance with applicable federal, state, and local laws.

13. This Agreement shall be effective January 1, 2020 and shall continue through December 31, 2020. This Agreement shall renew annually for one-year terms provided a funding award is made by the Mayor and Aldermen during the City’s budget process. If no such funding commitment is made, this Agreement shall automatically expire.

14. All notice given pursuant to this Agreement shall be mailed or delivered to the following:

FOR THE CITY:

Patrick C. Monahan
City Manager
P.O. Box 1027
Savannah, GA 31402

FOR CRIMESTOPPERS:

Larry Branson
Executive Director
P.O. Box 1027
Savannah, GA 31403

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

CRIMESTOPPERS OF SAVANNAH -
CHATHAM COUNTY

Patrick C. Monahan
City Manager

Geraldine Long
Chairwoman of the Board of Directors

Attest:

Witness:

Mark Massey
Clerk of Council

Notary Public

EXHIBIT "A"

Payments of any annual disbursement approved by the Mayor and Aldermen shall be made in quarterly installments based on a calendar year to the extent the City is provided with documentation evidencing operating costs incurred or funds expended consistent with the spirit and intent of this Agreement. Submittal forms will be supplied by the City.

Disbursements will made as follows:

1. Submission of an Advance Disbursement Request by Crimestoppers based on anticipated Quarter 1 operating expenses shall occur no later than February 28th.

2. By April 15th, Crimestoppers shall provide documentation of Quarter 1 actual expenditures, which will be reconciled against the Quarter 1 Advance Disbursement Request.

3. Submission of an Advance Disbursement Request by Crimestoppers based on anticipated Quarter 2 operating expenses shall occur no later than April 15th. If Quarter 1 actual operating expenses did not substantially match the Quarter 1 Advance Disbursement Request, the City may adjust the Quarter 2 advance disbursement amount accordingly.

4. By July 15th, Crimestoppers shall provide documentation of Quarter 2 actual expenditures, which will be reconciled against the Quarter 2 Advance Disbursement Request.

5. Submission of an Advance Disbursement Request by Crimestoppers based on anticipated Quarter 3 operating expenses shall occur no later than July 15th. If Quarter 2 actual operating expenses did not substantially match the Quarter 2 Advance Disbursement Request, the City may adjust the Quarter 3 advance disbursement amount accordingly.

6. By October 15th, Crimestoppers shall provide documentation of Quarter 3 actual expenditures, which will be reconciled against the Quarter 3 Advance Disbursement Request.

7. Submission of an Advance Disbursement Request by Crimestoppers based on anticipated Quarter 4 operating expenses shall occur no later than October 15th. If Quarter 3 actual operating expenses did not substantially match the Quarter 3 Advance Disbursement Request, the City may adjust the Quarter 4 advance disbursement amount accordingly.

8. By January 15th, Crimestoppers shall provide documentation of Quarter 4 actual expenditures, which will be reconciled against the Quarter 4 Advance Disbursement Request. Provided City Council has undertaken a funding commitment for the following year, the City may adjust that year's Quarter 1 advance disbursement amount accordingly.