

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF CUMBERLAND

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this ____ day of ____, 2025, by and between the City of Fayetteville, NC (“CITY”), and the FAYETTEVILLE CUMBERLAND CRIME STOPPERS, Inc., a nonprofit 501(c)(3) corporation (hereinafter “CRIME STOPPERS”).

WITNESSETH:

WHEREAS, both parties desire to reduce criminal activity in Fayetteville, North Carolina; and,

WHEREAS, both parties agree that witnesses to criminal activity, or those with information about criminal activity, may fear talking to the police; and,

WHEREAS, both parties agree that witnesses to criminal activity, or those with information about criminal activity, may come forward with information if there is a financial incentive; and,

WHEREAS, both parties agree that increased financial incentives through an enhanced reward program will further encourage tip submissions to assist law enforcement in resolving serious crimes; and

WHEREAS, both parties agree that anonymous tip reporting software is useful and essential for tracking anonymous tips and providing that information to the police; and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CITY agrees to:
 - A. Annual Operational Support – Provide a cash payment of \$3,000 every year on or about the 1st day of April (beginning April 2026) to CRIME STOPPERS for their use in obtaining, collecting, and disseminating information from witnesses to criminal activity, or those with information about criminal activity, to the CITY, specifically to the City of Fayetteville Police Department; and,
 - B. Annual Software Support – Provide payment of up to \$3,000 per year to Navigate360 or a comparable provider for anonymous tip reporting chosen by CRIME STOPPERS for annual renewal of the software solution named “P3” or comparable software solution chosen by CRIME STOPPERS, to be paid upon receipt of invoice, to guarantee CRIME STOPPERS has a secure, reliable

platform for collecting and disseminating anonymous tips.

- C. The aforementioned payments are conditioned upon the availability of CITY funds.

2. In consideration of this payment, CRIME STOPPERS agrees to:

- A. Maintain a confidential tip line to solicit information from witnesses to criminal activity or those with information about criminal activity.
- B. Advertise the role of CRIME STOPPERS and its anonymous tip line phone number within the community.
- C. Make a record of any information provided through tips and disseminate this information to the CITY, specifically to the Fayetteville Police Department.
- D. Pay reward amounts up to \$2,000 from CRIME STOPPERS general funds.
- E. Pay enhanced rewards up to \$5,000 using combined CRIME STOPPERS and CITY funds, following reward approval procedures as detailed below.
- F. Submit invoices to the CITY for reimbursement of enhanced reward amounts paid, following each reward issuance.
- G. Keep all information collected and disseminated to the CITY confidential as unless otherwise agreed.

3. BOTH parties agree to:

- A. Enhanced reward amounts for qualifying cases:
 - i. Qualifying cases will be determined by the CRIME STOPPERS coordinator based upon factors such as, but not limited to, the severity of the crime, number of charges, number of arrests, or narcotics seized.
 - ii. CRIME STOPPERS will continue to pay the standard reward value of up to \$2000 of any case selected for an enhanced reward.
 - iii. For enhanced rewards paid by CRIME STOPPERS exceeding \$2,000 and up to \$5,000, the CITY will reimburse CRIME STOPPERS for the additional amount paid, up to \$3,000 per qualifying reward payout.
 - iv. CRIME STOPPERS will invoice the CITY for the additional portion of the reward paid within 30 days, with documentation of:
 - The total reward paid.
 - The amount of reimbursement requested.
 - A brief description of the qualifying case (case type only, no

confidential information).

- B. Public Messaging – Authorize public communications indicating that “rewards of up to \$5,000” are available for tips leading to the resolution of qualifying cases, in partnership with CRIME STOPPERS.

Additionally, the parties mutually covenant and agree as follows:

1. Assignment. Neither this MOU nor any of the rights, interests, or obligations hereunder shall be assigned by any party without the prior written consent of the other party.
2. City’s Terms Supersede: To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.
3. Compliance with Laws: The parties agree to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City, and units of local government.
4. Governing Law, Venue, and Forum: This MOU shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The parties agree if litigation is brought in connection with this MOU and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree the appropriate venue shall be in Cumberland County (Fourteenth Judicial District); or (2) the litigation proceeds in federal court, the parties agree the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.
5. Morality Clause: If, in the sole opinion of the City of Fayetteville, at any time CRIME STOPPERS or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City of Fayetteville or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City of Fayetteville’s finances, public standing, image, or reputation or are embarrassing or offensive to the City of Fayetteville or may reflect unfavorably on the City of Fayetteville or are derogatory or offensive to one or more employee(s) or customer(s) of the City of Fayetteville, the City of Fayetteville may immediately upon written notice to CRIME STOPPERS terminate this Contract, in addition to any other rights and remedies that the City of Fayetteville may have hereunder or at law or in equity.
6. Non-Appropriation: Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City of Fayetteville are

from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City of Fayetteville to pay the terms of this agreement for any fiscal year, this contract shall terminate immediately without further obligation of the City of Fayetteville.

7. Notices. All required notices are to be in writing and signed by an authorized representative of a party and sent to a party at the address designated herein.

To City: City Manager
City of Fayetteville
433 Hay Street Fayetteville, NC 28301

To FPD: Chief of Police
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Fayetteville Cumberland Crime Stoppers:
Nathan Howie
Treasurer
Crimestoppers, Inc.
P.O. Box 85343
Fayetteville, NC, 28305

- C. No Third-Party Beneficiaries. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the State of North Carolina, its agencies, its officers, or any person.
- D. Relationship Among the Parties. The parties hereby acknowledge that they are independent contractors, and in no event shall this MOU be construed as establishing a partnership or joint venture or similar relationship among the parties hereto.
- E. Severability. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.
- F. E-Verify: CRIME STOPPERS acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. CRIME STOPPERS further

acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). CRIME STOPPERS pledges, attests and warrants through execution of this contract that CRIME STOPPERS complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by CRIME STOPPERS shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

- G. Divestment of Companies Boycotting Israel or Invest in Iran Certification: CRIME STOPPERS certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. § 147-86.81 as a company engaged in the boycott of Israel [(i) and (ii) to be collectively referred to as “FD Lists”]; and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this MOU. By signing this MOU, CRIME STOPPERS further agrees, as an independent obligation, separate and apart from this MOU be amended or revised only in writing and signed by all parties.
- H. Entire Agreement: This MOU constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this MOU shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this MOU are superseded hereby.

This Agreement shall be effective on _____, 2025 and shall automatically renew on the 1st day of April each year under the same terms and conditions as set forth herein unless and until the terms of this agreement are modified or terminated in writing by either party. It is further understood and agreed that non-payment of the funds by the CITY will terminate this agreement and does not obligate the CITY to any liability after the date of non-payment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this MOU in their official capacities as of the date set forth below.

City of Fayetteville, NC

Fayetteville Cumberland Crime Stoppers, Inc.

Approved by:

Approved by:

DOUGLAS J. HEWETT
City Manager, ICMA-CM

NATHAN HOWIE
Treasurer, Fayetteville
Cumberland Crime Stoppers

Date:_____

Date:_____

ATTEST:

JENNIFER AYRE, City Clerk