AGREEMENT Between Nicola Valley Crime Stoppers Society and City of Merritt

Effective Date: ______, 2025

1. Parties

This Agreement is made between:

 Nicola Valley Crime Stoppers Society ("Crime Stoppers"), a non-profit society incorporated under the Societies Act (British Columbia), with its principal office at Merritt, BC

AND

• City of Merritt ("City"), a municipal corporation governed by the Community Charter (British Columbia), with its municipal office located at 2185 Voght Street, Merritt, BC.

The **Union of Safety and Justice Employees** ("USJE") is acknowledged as a **sponsor** of the project and is referenced within this Agreement for branding and funding purposes.

2. Purpose

This Agreement defines the terms of collaboration between the City and Crime Stoppers regarding the design, installation, and operation of an electronic (LED) sign ("Sign"), with financial sponsorship from USJE, to achieve the following objectives:

- Promote crime prevention and public safety messaging;
- Distribute emergency alerts and City service updates;
- · Advertise municipal events and additional non-profit activities as space allows; and
- Recognize USJE as a primary sponsor through physical and digital branding.

The Sign shall become a City-owned asset and will be maintained, managed, and programmed by the City.

3. Project Scope and Funding

3.1 The Sign will be installed at the agreed upon location by the parties, depending on feasibility and available space. Crime Stoppers and the City agree to collaborate on updated design plans to reflect on any revised installation location.

- 3.2 The City will coordinate the procurement, design, and installation, and will fund supporting infrastructure not covered by the grant offered by USJE (e.g., frame, base, power connections, permits) using City funds and/or grant funding.
- 3.3 The Sign shall be designated a City of Merritt asset, enabling the City to handle permits, utilities, and servicing directly.
- 3.4 USJE funds provided for this project shall be held by Crime Stoppers and forwarded to the City to cover the expenses as invoices are presented. These funds shall be used exclusively for the purchase and installation of the Sign and related project elements. The City shall maintain records and provide reporting on expenditures to Crime Stoppers upon request, for reporting purposes.

4. Content Management and Messaging

- 4.1 The City shall be solely responsible for uploading, programming, and managing all content displayed on the Sign.
- 4.2 Content types shall include the following, listed in general order of priority:
 - Crime prevention messaging from Crime Stoppers and the RCMP;
 - Emergency alerts and notices from the City or public safety authorities;
 - City service updates (e.g., water restrictions, fire bans, drought levels, service outages);
 - Municipal and Council events;
 - Additional non-profit event announcements, as time and space allow.
- 4.3 Crime Stoppers messaging will be prioritized and integrated into the regular rotation. Crime Stoppers will provide content in advance (typically monthly) and may request changes to its content within a reasonable time frame.

5. USJE Branding and Recognition

- 5.1 USJE will be recognized as a primary sponsor through both physical and digital branding:
 - Permanent Signage: A metal frame or plaque shall be installed surrounding or near the Sign, prominently displaying the USJE logo and the phrase:
 "Sponsored by the Union of Safety and Justice Employees".
 - Electronic Branding: USJE branding shall also be programmed into the Sign's digital rotation and will appear no less than once per day. The messaging shall read: "This message board is proudly sponsored by the Union of Safety and Justice Employees."
- 5.2 USJE will provide the City with logo files and preferred language, which shall be used consistently across all branding formats.

6. Authority and Communication

- 6.1 While the City retains operational authority over the Sign, Crime Stoppers shall:
 - Be consulted on the design and layout of crime prevention content;
 - Submit messaging in monthly intervals or as needed;
- 6.2 Messaging requests will be reviewed and posted at the City's discretion, within the agreed priorities.

7. Project Timeline

- 7.1 The City and Crime Stoppers agree to work in good faith to complete the installation and activation of the Sign before December 31, 2025.
- 7.2 Delays due to supply chain, weather, or regulatory requirements shall be communicated promptly between all parties.

8. Term and Termination

8.1 This Agreement is effective from the date of signature.

9. Financial Transparency and Indemnity

- 9.1 The City will maintain detailed records of all expenditures and provide those records to Crime Stoppers upon request for reporting purposes.
- 9.2 The City of Merritt accepts full responsibility for the installation, maintenance, operation, and messaging of the Sign. As such, the City shall indemnify and hold harmless the Merritt & Nicola Valley Crime Stoppers Society, its directors, members, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including legal fees, arising out of or in connection with the Sign, its messaging, its placement, or its operation.
- 9.3 This indemnification shall include, but not be limited to, claims related to content displayed on the Sign, physical safety related to installation and location, and compliance with applicable laws and regulations.

10. General Provisions

- Amendments: Must be in writing and signed by both parties.
- Assignment: No party may assign or transfer this Agreement without written consent.
- Governing Law: Province of British Columbia

Entire Agreement: This document constitutes the entire understanding among the parties and supersedes all prior agreements or understandings.

11. Notices

All notices under this Agreement shall be in writing and delivered to:

City of Merritt

Attn: Director, Corporate Services 2185 Voght Street, Merritt, BC Email: corporate@merritt.ca

Nicola Valley Crime Stoppers Society

Attn: President

Email: connect@nicolavalleycrimestoppers.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

CITY OF MERRITT

Signature: _

Title: C

NICOLA VALLEY CRIME STOPPERS SOCIETY

Title:

Date:

June 17/2025