

5-6. Action Item: Authorize funding for an independent contract investigator not to exceed \$50,000.00 for FY25; and authorize Police to sign an Independent Contractor Agreement. (Approved by City Attorney Preston Rutter) (Approved in FY25 Budget)

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of April _____, 2025, by and between the NAMPA POLICE DEPARTMENT through the CITY OF NAMPA, (“NPD”), an Idaho municipality, and NAME, ADDRESS, (“Contractor”), who is retained to provide services as a special civilian investigator.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF CONTRACTOR.

a. Scope of Work. Contractor shall perform service(s) for NPD as a special civilian investigator, including, but not limited to, the following:

- Having a primary geographic area of responsibility of Nampa, Idaho, and the surrounding area, but also investigating cases state-wide, as assigned.
- Work related to exploitation and human trafficking investigations, as well as investigating all components of criminal activity for the NPD on case specific investigations.
- Working with the state, county, local and tribal law enforcement agencies.
- Working with to provide resources needed on investigations assigned. Other duties as may be assigned by the NPD.

b. Outside Employment. Contractor may accept other employment during the term of this agreement, provided that Contractor shall devote the time necessary to complete the work contemplated by this Agreement and shall complete such work in a prompt, timely and proper manner.

c. Compliance with policies, grant requirements, laws, rules, regulations.

Contractor shall comply with all NPD policies and procedures, all applicable grant requirements, and all applicable federal, state, and local laws, rules and regulations.

2. TERM. This Agreement shall be effective upon the date affixed to the last signature below and shall expire eighteen consecutive (18) months thereafter.

3. COMPENSATION. NPD shall pay Contractor at a rate of \$ 48.00 per hour for all work performed pursuant to this Agreement. Contractor shall not receive any overtime pay, paid vacation, paid sick leave or paid state or federal holidays. Contractor shall submit monthly invoices, and NPD will review and, upon approval, pay invoices in accordance with applicable policies, rules, and laws. Contractor shall keep accurate time and other records and, upon request, shall provide appropriate documentation, such as a personal or business W-9 for payment purposes.

4. **TRAVEL.** Contractor's responsibilities under this Agreement may require some travel. If travel is necessary, Contractor will use its own personal vehicle, unless otherwise approved by NPD in advance in writing. NPD will reimburse Contractor for necessary and approved (in writing, in advance) travel expenses, to include lodging, per diem and mileage. Travel expenses will be reimbursed at the allowable rates approved by the Idaho Board of Examiners. Contractor shall not be entitled to reimbursement for mileage for routine travel to and from any NPD worksite in the normal course of its activities. Contractor shall comply with all NPD policies with respect to use of NPD vehicles.
5. **REIMBURSEMENT FOR EXPENSES.** NPD shall not be liable to Contractor for any expenses it pays or incurs in performance of this Agreement unless agreed to in writing by NPD or as otherwise set forth herein.
6. **INDEPENDENT CONTRACTOR STATUS.** Contractor shall in all respects be considered an independent contractor.
 - a. **Costs and Expenses.** Contractor shall assume and discharge for its account all costs, expenses, or judgments necessary or incidental to obligations under this Agreement,
 - b. **Taxes.** Contractor shall be solely responsible for payment of its own federal and state income taxes, and for payment of all federal, state or local payroll taxes, including workers' compensation, unemployment insurance and Social Security, both on behalf of itself and its employees. NPD shall not withhold or pay any taxes of any kind on behalf of Contractor or its employees.
 - c. **Benefits.** Contractor shall not be eligible for participation in any of NPD's or the State's pension, health or other benefit plans.
 - d. **Additional Employment by State of Idaho.** Regardless of whether Contractor is an employee of NPD pursuant to an agreement that is separate from and in addition to this Agreement, Contractor's status under this Agreement shall in all respects remain that of an independent contractor and any such separate agreement shall not give rise to any employment-related benefits otherwise available to NPD employees whatsoever arising out of this Agreement.
7. **INSURANCE.** Contractor will carry, at its own expense, automobile, personal liability, and other insurance as required by law, in amounts which are no less than those normally carried by the Contractor which the Contractor in its sole discretion believes to be adequate, given the responsibilities under this Agreement.
8. **CONFIDENTIAL INFORMATION.** Pursuant to this Agreement, Contractor may collect, or NPD may disclose to Contractor, financial, personnel or other information that NPD regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the NPD. Contractor shall use such

Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to any third party, except with NPD's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to NPD. Confidential Information shall be returned to NPD upon termination or expiration of this Agreement. Confidential Information shall not include data or information that:

- Is or was in the possession of Contractor before being furnished by NPD, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to NPD;
- Becomes generally available to the public other than as a result of disclosure by Contractor; or
- Becomes available to Contractor on a non-confidential basis from a source other than NPD, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to NPD.

9. OWNERSHIP. NPD will be the sole owner of all documents and data produced under this agreement.

10. INDEMNIFICATION.

a. Duty to Indemnify and Hold Harmless. Contractor shall indemnify, defend, and save harmless the NPD, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.

b. Contractor Not Entitled to Defense or Indemnification. Under no circumstance will Contractor be entitled to defense or indemnification by the NPD.

11. ASSIGNMENT. Contractor may not assign or transfer any interest in this Agreement or any claim arising hereunder without the prior written approval of NPD.

12. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Canyon County, Nampa, Idaho.

13. ATTORNEYS' FEES. Notwithstanding any statute to the contrary, in the event suit is brought by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by a court of competent jurisdiction, in addition to any other available remedies.

14. **NO PERSONAL LIABILITY.** Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of NPD be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.
15. **AMENDMENTS.** Any amendments, modifications, changes or additions to this Agreement must be set forth in writing and signed by both parties.
16. **TERMINATION.**
- a. **Termination.** Either party may terminate this Agreement, without cause, upon providing thirty (30) days' prior written notice to the other party. NPD will pay Contractor the agreed price for services provided prior to the date of termination and Contractor shall complete all work for which it has been paid in advance prior to ceasing work. Upon termination, contractor shall (i) Promptly discontinue all work, except work for which it was paid in advance; (ii) Promptly return any property provided by NPD pursuant to this Agreement; and (iii) Deliver or otherwise make available to NPD all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
 - b. **Termination by superseding contract.** This Agreement shall be deemed terminated immediately upon the execution of a superseding Independent Contractor Agreement between the parties.
17. **NOTICES.** Any notice, tender or demand given in connection with this Agreement shall be in writing and shall be delivered by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below. Notice, tender or demand shall be deemed delivered immediately upon personal service of forty-eight (48) hours, after being deposited in the United States mail. Either party may change its address by giving written notice of the change to the other party.

NPD

City of Nampa
Nampa Police Department
820 2nd St. S.
Nampa, Idaho 83651

CONTRACTOR

NAME:

ADDRESS:

18. **FISCAL NECESSITY AND NON-APPROPRIATION.** . This Agreement shall not be construed so as to bind NPD beyond the term of any particular appropriation or award of funds by the United States Congress, United States Department of Justice, Bureau of Justice Assistance, or any other federal agency or entity, as may exist from

time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time. Further, the NPD Council for the NPD is under no legal obligation to make appropriations to fulfill this Agreement. NPD reserves the right to terminate this Agreement, in whole or in part, if, in its sole judgment, any of these entities, federal or state, withdraws or freezes NPD's funding or fails, neglects, or refuses to appropriate or provide sufficient funds.

Any termination pursuant to this section shall take effect on ten (10) calendar days written notice to Contractor. Upon any such termination, all affected future rights and liabilities of the parties shall thereupon cease, and NPD shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

19. **FORCE MAJEURE.** Contractor shall not be deemed to be in default for any delay in performance occasioned by unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence, including, but not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, war, or escalation of hostilities. In all such cases, Contractor shall notify NPD promptly in writing of any cause for delay. If NPD concurs that the delay was beyond the control and without the fault of Contractor, NPD may extend the period for performance for a period equivalent to the period of the Force Majeure delay, and Contractor is obligated to promptly perform in accordance with the terms of this Agreement. Matters of Contractor's finances shall not be a Force Majeure.
20. **SEVERABILITY.** If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
21. **NO WAIVER.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
22. **PUBLIC RECORDS.** Pursuant to Idaho Code section 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. NPD will not accept the marking of an entire document as exempt. In addition, NPD will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend NPD against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor's failure to designate individual documents as exempt. Contractor's failure to designate as exempt any document or portion of a document that is released by NPD shall constitute a

complete waiver of any and all claims for damages caused by any such release.

23. REQUIRED CERTIFICATIONS. If applicable to this Agreement, Contractor certifies to the following:

- a. Boycott of Certain Industries.** If payments under this Agreement exceed one hundred thousand dollars (\$100,000), pursuant to Idaho Code section 67-2347A, Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company (1) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The definitions in Idaho Code section 67-2347A shall apply to the terms in this provision.
- b. Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section which are defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- c. Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- d. Disclosure of Abortion Related Matters.** The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included to aid in compliance with the Act. NPD requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of this Agreement, an abortion provider, and if it will use state facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

24. COMPLIANCE WITH LAW. Contractor warrants that in the performance of this Agreement it has complied and will comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines.

- 25. SOVEREIGN IMMUNITY.** Nothing contained herein shall be deemed to constitute a waiver of the NPD's sovereign immunity, which immunity is hereby expressly reserved.
- 26. HEADINGS.** All headings in this Agreement are for convenience only and shall not affect the meaning of any provision hereof.
- 27. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- 28. ENTIRE AGREEMENT.** The terms and conditions set forth herein represent the full Agreement, understanding and meeting of the minds of the parties, and are contractual in nature and not mere recitals.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the last date affixed to the signatures below.

FOR NPD:

FOR CONTRACTOR:

NAME

NAME

Date

Date