

CANYON COUNTY WEED & PEST DEPARTMENT
COLLECTIONS SERVICES AGREEMENT

THIS AGREEMENT between Canyon County, a political subdivision of the state of Idaho with its principle operations located in Caldwell, Idaho ("COUNTY") and Bonneville Billing and Collections Inc., a debt collection agency, with its principle operations located in Boise, Idaho ("BONNEVILLE").

WHEREAS, Idaho Code Section 31-801 grants general powers and duties, subject to the restrictions of law, to the boards of county commissioners in their respective counties; and

WHEREAS, Idaho Code Section 31-828 grants the Board authority "to do and perform all other acts . . . which may be necessary to the full discharge of the duties of the chief executive authority of the county government"; and

WHEREAS, Idaho Code Section 67-2358 allows public agencies to use collection agencies to collect public debts; and

WHEREAS, Canyon County Weed and Pest Department has a need for collection agency services to attempt to recover past due and unpaid invoices which constitute "public debts" as defined in Idaho Code Section 67-2358; and

WHEREAS, BONNEVILLE offers debt collection services that meet the needs of Canyon County Weed and Pest Department;

NOW THEREFORE, COUNTY and BONNEVILLE (collectively "Parties") agree as follows:

1. Assignment of Accounts

- a. COUNTY shall assign and transfer to BONNEVILLE the right to collect on COUNTY's behalf certain debts that COUNTY refers to Bonneville.
- b. Assignment of any debt for collection shall become effective upon BONNEVILLE's transmittal to COUNTY of an acknowledgement of receipt, which will clearly identify the debts assigned by sate and may be provided to COUNTY by mail, electronic access, or any other means acceptable to COUNTY and BONNEVILLE.
- c. COUNTY shall not assign debts to BONNEVILLE for collection services that have been assigned to any other collection agency and/or attorney.

2. Collection Services.

- a. In performing its services for COUNTY, BONNEVILLE agrees to use its best efforts to collect the amounts owed in a professional and ethical manner, and in accordance with accepted commercial standards and applicable federal, state and

local laws. In performing its services for COUNTY, BONNEVILLE is limited to those remedies and powers available to it under Chapter 22, Title 26, Idaho Code.

- b. BONNEVILLE shall immediately notify COUNTY if any of its permits, insurance, licenses, or bonding required for purposes of providing services under this Agreement are revoked or canceled.
- c. COUNTY further acknowledges that BONNEVILLE, in its sole discretion, may choose to initiate legal proceedings in COUNTY's name in an effort to recover the debt, including taking legal action to obtain a civil judgment. In any such legal proceeding, BONNEVILLE will be represented by its own legal counsel.

3. Collection Fees:

- a. The cost of collection (25%) will be added to the amount owed to COUNTY, and 20% will be deducted from the amount collected and the collection fee but will not be deducted from the debts owed to the COUNTY.
- b. COUNTY will add the fee of 25% to the balance assigned to BONNEVILLE, collected as the cost of collection and in accordance with Idaho Code Section 67-2358, which fee shall be inclusive of all costs and fees, except as provided for in Section 4.

4. Remittance:

- a. Any monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th of each month following collection.
- b. Costs of collection, together with post-judgment interest as described in Section 3, if any, will be retained by BONNEVILLE, except when a court has ordered that interest accrue on the underlying debt, in which case such interest as ordered by the court on the assigned debt will be included in the remittance to COUNTY in accordance with the terms of this Agreement before payment of post-judgment interest to BONNEVILLE, if any.
- c. BONNEVILLE will post and allocate payments received according to its internal policies unless a debtor identifies a specific debt and requests the payment be applied to that debt. Funds will then be applied according to the request of the debtor.

5. County Duties:

- a. COUNTY agrees to promptly report to BONNEVILLE all payments made to COUNTY by debtors, any adjustments to the assigned debt, the receipt of bankruptcy or related notices, and any and all communications received from the consumer or other third party in connection with or on behalf of a debtor or related to the account.

- b. COUNTY will promptly notify BONNEVILLE if it becomes aware of any change in COUNTY contact information.
- c. COUNTY agrees that BONNEVILLE is authorized to endorse COUNTY's name for deposit on any payments received.

6. Representations and Warranties

- a. COUNTY will make reasonable attempts to advise the debtor of the debt as required by Idaho Code Section 67-2358(2) before referring accounts to BONNEVILLE. COUNTY shall maintain a record of all attempts to notify the debtor of the existence of the debt.
- b. COUNTY represents and warrants that it will review all accounts prior to assignment to BONNEVILLE, that each account assigned will be currently and validly due and owing, that COUNTY will not take any action which would impair the ability of BONNEVILLE to collect the account, and that the assigned accounts will not be currently managed by another collection agency and/or attorney.
- c. COUNTY represents and warrants that it will provide BONNEVILLE with the most current information in its possession regarding a debtor's customer identification and contact information.
- d. COUNTY represents and warrants that COUNTY will provide BONNEVILLE truthful and accurate information regarding assigned debts, including any supporting documentation that will verify the debt if requested by the consumer, BONNEVILLE, or BONNEVILLE's legal counsel. COUNTY acknowledges that BONNEVILLE will rely exclusively on the information provided to it by COUNTY without any obligation to conduct additional verification or investigation.
- e. COUNTY represents and warrants that the undersigned has full and necessary authority to enter into this Agreement on its behalf and to assign debts owed to COUNTY for collection services. Similarly, the member of BONNEVILLE signing below represents that he/she has full authority to enter into this Agreement on behalf of BONNEVILLE, knowing that COUNTY will rely thereon. COUNTY makes no representation that it has statutory authority to collect debts. These are risks BONNEVILLE assumes.
- f. BONNEVILLE agrees to defend, indemnify and hold COUNTY harmless against any and all losses, expenses, damages, claims, and actions, which arise out of its performance under this Agreement except to the extent COUNTY's negligence is proven to be directly responsible for such loss, expense, damage, claim, or action.

- g. BONNEVILLE possesses the skill, experience, licenses and permits required to provide the services under this Agreement.
- h. BONNEVILLE represents that neither it nor any of its principals are related to a county commissioner or other Canyon County official by blood or marriage within the second degree of kindred.
- i. BONNEVILLE agrees to comply with all federal, state, city, and local laws, rules, and regulations, as well as with the Idaho Rules of Professional Conduct.
- j. There are no judgments, liens, actions, or proceedings existing or pending against BONNEVILLE which would materially affect its ability to enter into or perform under this Agreement.
- k. BONNEVILLE is an Idaho limited liability company, duly organized, validly existing, and in good standing under the laws of the state of Utah, and has all necessary corporate powers to enter into this Agreement. Pursuant to Idaho Code § 67-2359, BONNEVILLE hereby certifies that it “is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

7. Effective Date; Term and Termination; Miscellaneous

- a. This Agreement is effective when signed by Parties, and will remain effective unless terminated by either party as provided herein.
- b. This Agreement replaces and terminates any and all pre-existing agreements between COUNTY and BONNEVILLE. This Agreement shall continue in effect until terminated by either party upon thirty (30) days’ advance written notice to the other party. Once terminated, all assignments are revoked and terminated and collection fees are no longer payable to BONNEVILLE, except as provided in Section 4. This is a non-exclusive service contract. Notices are to be sent as indicated below.
- c. If this Agreement is terminated as provided in paragraph b of this section, BONNEVILLE may retain any accounts where it has either 1) filed a complaint in court with respect to that account prior to the termination notice, or 2) where BONNEVILLE has an active payment arrangement with a debtor so long as it remains active. Collection will continue on these accounts as if no termination of this Agreement occurred. COUNTY may request closing an individual account at any time.
- d. Without limiting COUNTY’s right to indemnification, BONNEVILLE shall secure and provide to COUNTY prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

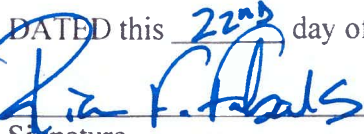
- i. Worker's compensation insurance as required by Idaho law.
 - ii. Commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, and independent contractor's liability (if applicable), in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form. The policy shall ~~name and~~ protect BONNEVILLE, all of BONNEVILLE's employees, COUNTY, and COUNTY's employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with BONNEVILLE's acts.
 - iii. Professional liability insurance coverage, including contractual liability, in an amount not less than \$1,000,000, and BONNEVILLE shall maintain such coverage for at least two years from the termination of this Agreement. During this two-year period, BONNEVILLE shall use BONNEVILLE's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- e. In the event of a dispute and/or disagreement between COUNTY and BONNEVILLE, the parties agree to act in good faith to find a mutually satisfactory solution. Any disputes relating to this Agreement and the subject matter hereof shall be interpreted in accordance with Idaho law, with venue for such disputes to be handled in the Third Judicial District, county of Canyon, state of Idaho.
 - f. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
 - g. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
 - h. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court.
8. BONNEVILLE shall not assign this Agreement nor any interest arising herein without the written consent of COUNTY, except as expressly provided in this Agreement.
 9. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

10. This Agreement incorporates "Attachment 1" *Collection Agreement* to the extent that the Attachment does not conflict with governing terms in this Agreement.

By signing the Agreement, the representative(s) of each Party represents full authority to enter into this Agreement and willingness of the Party to be bound to the terms of this Agreement.

For Bonneville Collections, Inc.:

DATED this 22nd day of October, 2024.



Signature

Rich Fairbanks

Printed name

NW Regional Manager




Company title

For Canyon County:

CANYON COUNTY BOARD OF COUNTY COMMISSIONERS

DATED this 31st day of October, 2024.

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: J Ross
Deputy Clerk

