

## **AGREEMENT FOR LOANED EMPLOYEE – CANYON COUNTY**

THIS AGREEMENT is entered into by and between Canyon County (“County”), a political subdivision of the State of Idaho, and the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and the laws of the state of Idaho (“University”), and is effective the 1<sup>st</sup> day of October, 2025.

### **BACKGROUND**

A. By and through the terms of a Cooperative Agreement entered into on October 1, 2025, the County and University collectively established an Extension program within the County, to provide opportunities for students and members of the County’s community in the forms of educational activities, field days, local leadership development, and training schools.

B. County has agreed to loan its employee, Shelly Towner (“Loaned Employee”), to University to act in the capacity of Canyon County Extension Employee for County pursuant to the terms of this Agreement and to advance the goals of the Extension program.

### **AGREEMENT**

The parties agree as follows:

#### **1. Relationship between Loaned Employee and University.**

a. Status. At all times under this Agreement, Loaned Employee shall be a non-exempt employee of the County subject to all applicable policies and procedures of the County. University shall have control over all aspects of Loaned Employee’s day-to-day work, provided that the work assignments and responsibilities of the Loaned Employee are consistent with the purpose and goals of the Extension program. Loaned Employee shall devote 100% of his or her working time to performing services for the University. Only County may terminate the employment of Loaned Employee. Notwithstanding the foregoing, University may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with County policies and procedures and applicable law. The parties acknowledge that County and Loaned Employee have agreed and acknowledged that Loaned Employee’s contract with the University is contingent upon continuation of this Agreement and in the event this Agreement is terminated Loaned Employee’s contract with the University will also terminate. Loaned Employee will be considered a loaned employee under the worker’s compensation law of the state of Idaho.

b. Compensation. County shall pay Loaned Employee a fiscal year salary rate of \$23.00 hourly salary payable on regular bi-weekly paydays and subject to adjustment in accordance with the County’s regular policies and procedures. Loaned Employee will be entitled to County benefits in accordance with County policies and procedures and applicable laws.

c. Annual leave/sick leave. Loaned Employee shall accrue annual leave as set forth in Section 5.0 of the Canyon County Personnel Manual which defines Canyon County Employee accrual rates, attached hereto as Exhibit 1.

d. Professional Development, Travel, and Travel-Related Expenses.

1) Loaned Employee shall be required to attend and participate in, and County shall permit as part of Loaned Employee's responsibilities at University, Southern Districts Administrative Professional Development Training and other professional development as available and as needed.

2) Professional development activities: 4-H Youth Development Training, Other trainings as necessary.

3) Travel costs: Hotel, per diem, mileage reimbursement, air fare, according to Canyon County policies and rates.

e. Holiday Schedule. Loaned employee shall abide by County Holiday Schedule. University Supervisor and Loaned employee shall agree to terms of Loaned Employee's responsibilities on those days that University recognizes as holidays outside of County Holiday Schedule.

f. No Prohibition on Loaning Employee to University. County represents and warrants to University that there is no agreement with Loaned Employee nor any County policy or procedure (including, without limitation, any agreement, policy, or rule) that prohibits County from loaning Loaned Employee to University pursuant to the terms of this Agreement. County further represents and warrants that Loaned Employee is eligible for benefits in accordance with County policies and procedures and applicable laws.

## 2. **Relationship between University and Loaned Employee.**

a. Supervision. Loaned Employee will work full-time under the supervision and direction of the University. Loaned Employee will report directly to the Canyon County Extension Chair or her/his designee, who shall, consistent with the purpose of the Agreement, determine the duties of Loaned Employee for University. County, through the Board of County Commissioners or its designee, shall, on a bi-annual basis, meet with Canyon County Extension Chair and Loaned Employee, to discuss the progress of the Loaned Employee toward meeting the University and County's program goals for the program.

b. Performance Evaluations. University will formally evaluate the performance of Loaned Employee on an annual basis at a time consistent with reviews of employees at the County. University will provide County with a copy of any written documentation regarding the evaluation within fourteen (14) days after the evaluation is complete.

## 3. **Relationship between County and University.**

a. Loan of Loaned Employee. During the term of this Agreement, so long as Loaned Employee is employed by County, County shall make available to University the full-time services of Loaned Employee, subject to County's continued employment of Loaned Employee. The

furnishing of Loaned Employee shall not be considered a professional service of the County to University, nor shall County be considered a contractor of University.

b. County to Provide Salary and Benefits. As indicated above, County shall provide Loaned Employee with a fiscal year salary rate of \$47,840.00 and other County benefits to the same extent and on the same terms as other full-time County employees of her/his classification, based upon Loaned Employee's participation in the Extension program. County shall be responsible for all facets of payroll and benefits administration with respect to Loaned Employee, including, without limitation, withholding and payment of payroll taxes, unemployment compensation, worker's compensation coverage, social security, and providing any fringe and welfare benefit programs for Loaned Employee.

c. Review of Loaned Employee's Status/Discipline/Termination for Cause. Loaned Employee shall at all times remain an employee of County. Accordingly, County shall have the power to evaluate, discipline, and terminate Loaned Employee in its discretion and in accordance with any of its policies, procedures, or agreements between County and Employee. As provided above, University will conduct an annual review of Loaned Employee. University will provide a copy of any documents related to its evaluation to the County no later than fourteen (14) days after the evaluation is completed. Based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance, University may discipline the Loaned Employee for cause, which may include taking action up to and including termination of this Agreement, such discipline and determination of cause to be in accordance with County policies and procedures and applicable law. If University makes such a determination, University shall provide notice to the County that it will no longer use the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason University is discontinuing the services of Loaned Employee. In addition, County shall cooperate in good faith to replace employee in accordance with the goals of the Cooperative Agreement.

d. Apportionment of Liability for Acts of Loaned Employee. County and University will be responsible only for the acts, omissions or negligence of such party's own employees and Loaned Employee when acting under County or University's respective control. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902.

Nothing in this Agreement shall extend the responsibility or liability of either County or University beyond that required by the Idaho Tort Claims Act, Idaho Code Section 6-901 et. seq.

Each Party shall be responsible for damage to property of the other agency caused by Loaned Employee when acting under County or University's respective control and its employees in the performance of the Agreement. The responsible party shall pay the costs arising from such claim or damage.

e. Compliance with Employment Discrimination Laws.

1) University agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act,

Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee as if Loaned Employee were an employee of University. University shall notify County within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination.

- 2) County agrees to comply with all laws regarding employment discrimination, including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Idaho Human Rights Act with respect to Loaned Employee. County shall notify University within five (5) days of any claim by Loaned Employee alleging a violation of any laws relating to employment discrimination.

#### 4. General Terms

a. Term, Termination. The term that County shall loan Loaned Employee to University shall extend to Shelly Towner, which is the end of County's fiscal year, unless it is terminated earlier upon the occurrence of any of the following:

- 1) Notice to County Due to Loaned Employee Performance Problems. Pursuant to Section 3(d) above, University may discipline Loaned Employee by taking action up to and including termination of this Agreement for cause based on its annual review of Loaned Employee's performance or any interim review or concerns regarding Loaned Employee's performance. If University makes such a determination, University shall provide notice to the County that it will no longer use the services of Loaned Employee effective as of the date specified in the notice with a reasonable amount of detail as to the reason University is discontinuing the services of Loaned Employee.
- 2) Termination in the Event of Default. Either party may terminate the loan of Loaned Employee by County to University upon the material default of the other's performance provided that the non-defaulting party first provides the other with at least ten (10) days' notice of the default and an opportunity to cure such default within the notice period.
- 3) Discontinued Employment of Loaned Employee by County. The loan of Loaned Employee to University shall automatically terminate if Loaned Employee is no longer an employee of County for any reason.
- 4) Non-Appropriations. In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the University understands and agrees that the County may cancel this Agreement for any fiscal year when the necessary funds for fulfillment of this Agreement are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this Agreement without penalty, if the County

determines not to budget or appropriate funds from revenues legally available to it. County's fiscal year shall commence on the 1<sup>st</sup> day of October of each year and shall terminate on the 30<sup>th</sup> day of September of the following year.

The parties may extend the term of this Agreement at any time upon mutual agreement for a new term. The University and County are under no obligation to extend the term of this Agreement for a new term, however, in the event the University or County determines that it will not agree to an extension of the term of this Agreement the University or County will give notice of its intention not to extend the term of this Agreement at least 60 days prior to the expiration of the term of this Agreement. Failure to give the notice required hereunder shall NOT effect a renewal of the term of this Agreement, rather it will only extend the term of this Agreement long enough for 60 days' notice to be given.

b. No Third Party Beneficiaries. The parties acknowledge that there are no intended third party beneficiaries of this Agreement. Without limiting the foregoing, this Agreement shall not be construed as a promise of continuing employment to Loaned Employee, who remains subject to all applicable County policies, including but not limited to policies regarding nonrenewal and termination or discipline.

c. Governing Law. This Agreement will be governed by the laws of the state of Idaho as an agreement to be performed within the state of Idaho.

d. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

**To County:** Canyon County Board of Commissioners  
1115 Albany Street Room 101  
Caldwell, Idaho 83605  
Fax: (208) 454-7336

**To the University:** Tasha Howard  
Canyon County Extension Chair  
501 Main Street, Caldwell, ID 83605  
thoward@uidaho.edu

Notice shall be deemed given on its date of mailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

e. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

f. Assignment. Neither party shall assign this Agreement without the prior written

consent of the other.

**g. Amendments.** This Agreement may not be modified or amended except by an agreement in writing signed by both of the parties.

**h. Acknowledgment by Employee.** This Agreement shall not be effective until it is executed by County and University and acknowledged by Loaned Employee pursuant to the signature blocks below.

Signature page follows.

The parties have executed this Agreement effective as of the date set forth above.

**Acknowledgment by Canyon County:**

Canyon County and the University of Idaho, by signature below, acknowledge the terms of this Agreement between Canyon County and University and agree that Shelly Towner is an employee of the County that is loaned to University pursuant to the terms of this Agreement.

**COUNTY**

This agreement was approved by the CANYON COUNTY BOARD OF COMMISSIONERS at its regular meeting on the 6<sup>th</sup> day of November, 2025

Date: 11/6/25

By: [Signature]

Date: 11/6/25

By: Brad Holton

Date: 11/6/25

By: [Signature]

ATTEST: Rica Hugesbaum  
County Clerk

D. Hoff, Deputy Clerk

**UNIVERSITY**

Date: 11/20/25

By: Barbara D. Petty

CMF 11/18/25

**Acknowledgment by Loaned Employee:**

Loaned Employee, by his or her signature below, acknowledges the terms of this Agreement between County and University and agrees that he or she is an employee of the County that is loaned to University pursuant to the terms of this Agreement. Loaned Employee understands continued employment is contingent upon this Agreement remaining in effect. Loaned Employee further acknowledges that he or she is a 'loaned employee' pursuant to all state worker's compensation laws. Accordingly, Loaned Employee acknowledges and agrees that in the event of any work-related injury that is covered by worker's compensation insurance held for the benefit of Loaned Employee by County, Loaned Employee will be precluded from recovering damages from University for such injury in accordance with applicable state worker's compensation laws.

Name: Shelly Towner

Date: 10/24/25

Signature: Shelly Towner