

STATE OF IDAHO
MEMORANDUM OF UNDERSTANDING

between

Canyon County, Idaho

and

Idaho Office of the State Public Defender

This Memorandum of Understanding ("Agreement") is made and entered into by and between Canyon County, a subdivision of the State of Idaho ("County"), and the Idaho Office of the State Public Defender ("SPD"), a self-governing agency of the State of Idaho, and collectively referred herein as the "Parties" for the use of office spaces located at 111 N. 11th Avenue, Ste. 120, Caldwell, Idaho, and as defined more specifically herein (herein referred to as "Properties").

I. Purpose and Statutory Authority

The purpose of this Agreement is to establish the financial relationship, roles and responsibilities of the SPD and the County defined whereby the County will provide office space for use by the SPD.

- A. County may provide appropriate facilities, including office space that is reasonably necessary for the proper performance of the state public defender pursuant to Idaho Code § 19-6005(2); and
- B. Pursuant to Idaho Code § 19-6005(2), a county providing office space prior to January 1, 2023, must continue to make the property available to the office of the state public defender for up to five years; and
- C. The county providing office space is responsible for costs related to office utilities, office cleaning, building maintenance, snow removal, and repair and replacement costs due to reasonable use of the office space (§ 16-6008(4)); and
- D. The Board of County Commissioners and the State Public Defender shall annually enter into a memorandum of understanding regarding the use of such office space (§ 16-6008(4)).

II. General Provisions

In consideration of the following mutual agreements, it is understood and agreed between the parties as follows:

The County will provide the properties located at 111 N. 11th Ave, Ste. 120, Caldwell, Idaho.

- A. SPD acknowledges that the primary purpose of this agreement is to provide office space for public defense, and therefore, SPD agrees not to assign this agreement to any third party without the County's prior written consent.
- B. This agreement is for a period of approximately three (3) years and shall automatically terminate on July 1, 2029, unless the agreement is entered into by mutual written consent of the parties. Not later than January 1, 2027, the SPD must provide to the County a facility transition plan outlining the SPD's intent to procure other office space

26-125

to house defending attorneys or enter into a contract with County to lease office space from the Board of County Commissioners necessary to house defending attorneys.

- C. The parties agree that SPD will relocate SPD employees who currently reside in the Administration Building at 111 N. 11th Ave, Ste. 120, to State owned or leased office space by July 1, 2029, if no lease agreement is reached.
- D. SPD will reimburse the County for any expenses incurred as required by Idaho Code § 19-6008(4) including office furnishings, equipment, office materials, or office supplies; information technology equipment, information technology software, communication equipment, communication software, equipment, or software licenses or subscriptions; or general office technology or equipment or related expenses. The County shall provide to the SPD an invoice for the specified expenses incurred by the County at such regular intervals as may be convenient to the County. Invoices shall be due on the invoice date and considered late if not paid within thirty (30) days. Late payments shall be subject to interest at the lesser of twelve percent (12%) per annum or the rate allowed by law. The parties acknowledge that as of the date of the memorandum of understanding there is no outstanding claim for or against either party for the provision of, or reimbursement for, office furnishings, equipment, office materials, or office supplies; information technology equipment, information technology software, communication equipment, communication software, equipment, or software licenses or subscriptions; or general office technology or equipment or related expenses. The SPD is supplying the foregoing items at its sole expense and the County, therefore, has no pending or future claim for reimbursement.
- E. The County owns parking lots used by County and State employees who work in the Courthouse and at the Administration Building. The County agrees to allow all State employees who work in the Administration Building at 111 N. 11th Ave, Ste. 120 in Caldwell, to use County parking facilities as follows:
 - 1. From the date of execution of this agreement by the parties, until July 1, 2029, State employees may park in the County surface parking lots. Employees may not park in the lot on the northwest side of the Administration Building.
 - 2. In the event SPD employees maintain office space in the Administration Building past July 1, 2029, State employees may park in the County surface lots, except the lot on the northwest side of the Administration Building.
- F. The County shall be responsible for all utility costs associated with the operation of the state public defender's office located within their county.
- G. The County agrees to maintain the Properties, including but not limited to all structural components, interior and exterior walls, roofs, windows, doors, plumbing, electrical systems, HVAC, and all fixtures and equipment, in good repair and condition at the County's sole expense. The County shall be responsible for all necessary repairs, replacements, and maintenance to keep the Properties in a safe, clean, and working order. Any repairs or replacements shall be performed promptly and in accordance with all applicable laws and regulations. The County shall not be responsible for any maintenance or repairs if such damage is directly caused by the negligence of the SPD.

- H. The SPD shall promptly notify the County in writing of any damage to the Properties or the need for any repairs within twenty-four (24) hours of discovery. Such notification shall include a description of the damage or required repairs. In the event of the County's failure to timely repair, the SPD may but shall not be required to make such repairs and invoice the County for the costs incurred.
- I. No alterations, additions, or improvements shall be made to the structure or the Properties by the SPD without first obtaining the written consent of the County, however the SPD may affix a written sign on the door.
- J. All alterations, additions, or improvements made by the SPD shall be the property of the County and surrendered with the premises at the end of this agreement except that all SPD network hardware installed at the property remain State property at the end of this agreement.
- K. There are no warranties made by the County.
- L. The County shall have the right to enter the premises at any reasonable time with notice to The District Public Defender and the Managing Attorney to examine the same and determine the maintenance and state of repair. Due to the confidential and privileged work of the SPD, the SPD should have sufficient notice to have an employee present at the office when the County is in the office for examination, maintenance or repair. This notice requirement shall not apply in cases of emergency, such as fire or flood.
- M. If any structure shall be damaged by fire, the elements or other causes, the County will cause the same to be promptly repaired and restored.
- N. The County shall obtain and maintain during the term of this agreement property insurance on the property.
- O. In the event the SPD, as an agency of the State of Idaho is not self-insured, the SPD shall obtain and maintain during the term of this agreement general commercial liability insurance coverage not less than \$500,000 aggregate and provide a certificate of insurance within thirty (30) days of the date of this agreement.
- P. As a State of Idaho Agency, worker's compensation requirements in the Contract shall be satisfied by the comprehensive liability plan provided through the Risk Management Program established under Idaho Code Section 67-5733, et seq. and evidence of participation in workers' compensation provided by the State Insurance Fund.
- Q. SPD agrees not to store, generate, or otherwise use or bring upon the properties any hazardous waste as defined by federal, state, or local laws or regulations.
- R. This agreement shall be governed and interpreted by the laws of this state, with venue in Canyon County, Idaho.
- S. SPD warrants it has and will maintain all necessary licenses to operate its business on the premises. The SPD is solely responsible for any breach of this warranty.
- T. Any notice provided under the terms of this agreement shall be in writing and be delivered to: The SPD and Canyon County BOCC.

DATED this 15th day of September, 2026.

BOARD OF COUNTY COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> _____ Commissioner Brad Holton	<u>X</u>	_____	_____
<u>Zach Brooks</u> _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: J. Hogg

DATED this 15th day of September, 2026.

D. G.
State Public Defender