

COST SHARING AGREEMENT

Memorandum of Understanding between County of Teton, Idaho ("Teton"), and County of Bonneville, Idaho ("Bonneville")

This Agreement is entered into between the County of Teton, Idaho ("Teton"), and the County of Bonneville, Idaho ("Bonneville"), together (the "Parties"). The Parties agree to share certain costs of prosecution and defense beginning **Nov 30th, 2023**, (the "Effective Date"), in the court case filed in the Seventh Judicial District of the State of Idaho related to crimes alleged to have been committed by Jeremy Best in connection with the deaths of Kali Jean Best and her unborn child, found in Teton County, and Zeke Gregory Best, found in Bonneville County.

1. **Proportion of Costs.** Based on the jurisdiction as applied to the three charges, Teton County shall bear **60% of the cost referenced below, and Bonneville County will pay 40%** here and after referred to as proportional cost or similar term.
2. **Costs of Prosecution.** Joint costs of prosecution incurred on or after the Effective Date shall be split proportionally (see Section 1), unless otherwise agreed by the Parties.
 - a. The Parties agree that the following should be considered joint costs of prosecution:
 - i. All agreed upon expert witness costs and expenses.
 - ii. Expenses of grand juries and trials, including but not limited to:
 1. Fees for jurors and any of their travel expenses.
 2. Witness costs and expenses.
 3. Expenses related to sequestering juries such as food and lodging.
 - iii. Costs of any additional security necessary for court proceedings. However, such costs will not be split if the expense goes towards the purchase of permanent security equipment or building upgrades.
 - iv. Costs of security charged to either Parties if the case goes to trial in a county other than Teton or Bonneville.
 - b. The Parties agree that the following will not be considered joint costs:
 - i. Salaries, benefits, and other forms of compensation for each County's respective employees (Including Rachel Smith).
 - ii. Expenses of each County's respective employees including expenses for travel, food, lodging, training, and equipment (Including Rachel Smith).
 - iii. Ordinary operating expenses of each prosecuting attorney's office such as leases, installment payments, costs of supplies and equipment, postage, and utilities.
 - iv. Jail costs will be paid by Bonneville County.**
 - c. Costs of prosecution which will exceed \$5,000 for any one item or charge must be approved by each of the Parties' respective Boards of County Commissioners by majority vote. In the event of a dispute either party may

elect to absorb the cost of the expense itself.

- d. All costs related to the detention of Jeremy Best, including booking, housing, medical, and video court proceedings will be shared proportionately (see Section 1).

3. Costs of Defense. The Parties agree that any costs incurred by the counties on behalf of the Defendant that are chargeable to one or both of the Parties under Idaho law shall be shared proportionally (see Section 1). This is not to include those costs which shift to the State of Idaho as of October 1, 2024. It is intended that such expenses will include:

- a. Costs of defense representation if Defendant has court appointed counsel.
- b. Fees and expenses of defense expert witnesses if such expert is ordered or approved by the Court.
- c. Defense witness costs and expenses.

Grants, Public Defense Commission Aid, or Other Funds to Aid with Defense Costs. The Parties agree that if either county obtains a grant, award, or funds from Idaho Public Defense Commission, or any grant, award or funds intended to defray the costs of defense on or after the Effective Date, that they will be shared proportionally (see Section 1), between the Parties. Any funds, however, received by either county will be kept in-County and used to credit any payments required by the other county for costs of defense. Either County receiving funds shall notify the other County's Clerk of the amount and any conditions or restrictions on use of the funds.

4. **Payment.** Payment of joint prosecution costs or defense costs will be made by the billed or contracting county. The other county will make their proportional (see Section 1), payment of the costs within thirty (30) days of receipt of notice of such payment and a copy of the claim and supporting documents.
5. **Effective date, Automatic Renewal.** This agreement is effective as of the date of the last signature on this agreement until September 30, 2024. This agreement will automatically be renewed for successive one-year renewal terms, commencing October 1 and extending until September 30 of the following calendar year unless terminated under the provisions below.
6. **Termination.** This agreement may be terminated:
 - a. by mutual agreement of the Parties with an amendment in writing.
 - b. by either party providing at least sixty (60) day notice of the intent to terminate pursuant to paragraph 7;
7. **Notices.** Any notice required or permitted to be given under this agreement shall be in writing and may be given by personal delivery or by US Postal Service mail. Notice shall be deemed given upon actual receipt in the case of personal delivery or three (3) business days after mailing. Notices shall be made to the Parties at the following addresses:

Teton County Clerk's Office
150 Courthouse Dr #208
Driggs, Idaho 83422

Bonneville County Clerk's Office
605 N Capital Ave.

Idaho Falls, ID 83402

- 8. Modifications in Writing.** No modification, waiver or amendment of this Agreement, or any provision contained herein, shall be valid unless made in writing and signed by a duly authorized representative of each party.
- 9. Integrated Agreement.** The terms and conditions set forth herein constitute the entire agreement between the Parties as the matters set forth herein and supersede any communications or previous agreement with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No changes can be made to the Agreement other than in writing signed by the Parties.
- 10. Confidentiality.** The Parties agree that the details of this Agreement and payments made hereunder are subject to Court orders sealing the case and/or records, Court rules regarding the confidentiality of grand juries, or may be records deemed exempt from disclosure under the Idaho Public Records Act, section 74-101, *et seq.*, including exemptions based on the reasons that disclosure of such records or details reveal investigatory or prosecutorial strategy, or may impair a Defendant's defense, and therefore may not be publicly discussed or disclosed unless determined and agreed by both parties that restrictions regarding confidentiality do not or should no longer apply, or either County is ordered by a court of competent jurisdiction to make such disclosure.
- 11. Attorney Fees.** If any party hereto brings any legal action regarding the interpretation or enforcement of this Agreement, the prevailing party in the litigation shall be entitled to recover reasonable attorneys' fees, in addition to any other relief that may be granted.
- 12. Severability.** If any term or provision of this agreement is held by a court to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term or provision had never been included.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

TETON COUNTY

BOARD OF TETON COUNTY COMMISSIONERS:

Cindy Riegel, Teton County Commissioner

Bob Heneage, Teton County Commissioner

Michael Whitfield, Teton County Commissioner

ATTEST:

Kim Keeley, Teton County Clerk

BONNEVILLE COUNTY

BOARD OF BONNEVILLE COUNTY COMMISSIONERS:

Roger S. Christensen

Jonathan D. Walker

Bryon L. Reed, Chairman

ATTEST:

Penny Manning, Bonneville County Clerk