

FY25 AGREEMENT FOR PROBATION SERVICES

This Agreement for Probation Services ("Agreement") is made and entered into between Teton County, Idaho, a political subdivision of the State of Idaho ("TETON") and Madison County, Idaho, a political subdivision of the State of Idaho ("MADISON"), and is effective on the date of the last signature to this Agreement. TETON and MADISON may be referred to herein as "Party" or "Parties" as context requires.

WHEREAS the Parties independently possess the duty and authority to administer adult supervised pretrial release programs, juvenile and adult diversion programs, and juvenile and adult misdemeanor probation services (together, "Probation Programs"); and

WHEREAS TETON is in need of temporary assistance in operating all its Probation Programs; and

WHEREAS MADISON is willing and able to assist TETON through its probation office on the terms and conditions documented in this Agreement; and

WHEREAS The Board of County Commissioners of TETON and the Board of County Commissioners of MADISON each possesses the authority pursuant to Idaho Code §§ 31-801, 31-813, 31-828, 31-878, 31-880, and 67-2328(b)-(d) to enter into this Agreement ;

NOW THEREFORE, for good and valuable consideration detailed below and hereby acknowledged as sufficient, the Parties agree as follows:

1. **Scope of work.**

(a) MADISON probation officers will administer all Probation Programs for TETON.

(b) MADISON agrees to perform the following work (the "Services") :

- i. Case management of clients currently being supervised in the Director's caseload, including administering case management software, keeping information about defendants accurate and up to date, and preparing declarations of probation violations.
- ii. In-person intake and check-in meetings/visits with clients to clarify pretrial or misdemeanor court order requirements. MADISON agrees to make a probation officer available in-person, depending on the needs of the caseload.
- iii. Execute supervision contracts and other required documents in a timely manner.
- iv. Refer clients to appropriate agencies for assistance/services as needed,

and monitor clients' participation in same.

- v. Monitor and track defendants' compliance with conditions of release, including, without limitation, drug/alcohol testing, remaining within a designated geographic area, and refraining from contact with alleged victims or witnesses; and timely document and report clients' non-compliance with such conditions to the court and/or Prosecuting Attorney's Office.
 - vi. Appear in adult court to testify as necessary.
 - vii. Maintain all documentation generated, acquired or compiled in connection with Probation Programs in connection with procedure prescribed by TETON and the Teton County Magistrate and District Courts.
 - viii. Other tasks necessary to administer the Probation Programs as may be directed by TETON.
- (c) In the performance of the Services, MADISON shall:
- i. Maintain strict case confidentiality and follow all applicable laws, regulations, and contractual requirements concerning the acquisition and dissemination of juvenile corrections or criminal history information.
 - ii. Act with dignity, integrity, and a spirit of cooperation with TETON staff and the public.
- (d) Unless otherwise specified or agreed, MADISON shall furnish at its own expense, the personnel, vehicles, materials, equipment, supplies and other resources necessary to perform the Services and direct the manner and means of the completion of the Services. TETON will furnish office space in the Teton County Law Enforcement Center for MADISON probation officers to conduct in-person intake and check-in meetings with clients and their parents or legal guardians. MADISON probation officers shall communicate with the Director regarding any other resources they need from TETON to effectively provide the Services.
- (e) MADISON shall comply with all laws and regulations applicable to the performance of the Services. Except as expressly required by applicable laws and regulations, TETON shall not be responsible for monitoring MADISON and its employees' compliance with any applicable laws or regulations.

2. Compensation.

- (a) *Fees.* TETON will compensate MADISON for performance of the Services at the hourly rate MADISON pays its probation officers performing the Services, including for travel time, plus reimbursement for travel at the federal mileage rate, which is 67 cents per mile as of January 1, 2024. MADISON will pass-through to TETON the costs of overtime (at 1.5x the employee's hourly rate) reasonably incurred by MADISON in providing the Services under the Agreement. The MADISON employees anticipated to assist with providing the Services and their hourly rates are set forth below:

Ben Mattson	\$27.06 per hour 29.72
Greg Malstrom	\$26.85 per hour 29.12
Moni Havelange	\$29.88 per hour
Mike Jones	\$28.28 per hour
Kirk Mace	\$51.32 per hour

- (b) *Weekly Expectations.* The hours required to perform the Services each week will fluctuate, but the Parties anticipate approximately 10-15 hours of Services provided to TETON weekly (approximately 40-60 hours a month) two to three days per week. The particular days of the week Services are to be performed shall be determined between the Parties on an ongoing basis, and depending on the court calendar.
- (c) *Additional expenses.* Except as otherwise set forth in this Agreement or otherwise agreed to by the Parties in writing, MADISON is responsible for all costs and expenses incurred in connection with performing the Services and is not entitled to reimbursement of such costs and expenses.
- (d) *Invoices & Payment.* MADISON shall provide an invoice to TETON within five business days of the end of each calendar month. The invoices must show the total number of hours and the applicable rate billed for the preceding month. TETON shall pay invoices within 30 days of receipt, unless other payment arrangements are approved in writing by both Parties.

3. **Term.**

Services shall commence on April 21, 2025 and continue for 30 days, and will auto-renew for successive 30 day periods until termination. The Parties further acknowledge due to time constraints and the need for legal review, this Agreement will be executed near the end of or after the initial 30-day Term as above defined has already passed. The Parties agree that the timing of execution of this Agreement does not create a cause of action for breach or damages for actions taken pursuant to it.

4. **Termination.**

- (a) *Termination for convenience.* Either Party may terminate this Agreement, in whole or in part, at any time, with or without cause, by providing at least 14 calendar days' prior written notice to the other Party.
- (b) *Mutual termination.* This Agreement may be terminated immediately by mutual agreement in writing by both parties.

5. **Assignment.**

Neither Party may assign any portion of their rights and obligations under this Agreement without the prior written consent of the other Party.

6. **No Indemnification.**

Each Party is responsible for the commissions, omissions, or negligence (collectively, "acts") of its own employees. Each Party assumes no liability for the acts of the other Party or the other Party's employees. Nothing in this Agreement shall extend the liability or tort responsibility of any Party beyond that imposed by law, including the Idaho Tort Claims Act, Idaho Code § 6-901, et seq., and Article 8, Sections 1 and 4 of the Idaho constitution. In the performance of this Agreement, each Party is responsible for damage caused by its own employees to the property of the other Party.

7. **Insurance.**

- (a) *Commercial general liability.* While this Agreement is in effect, each Party shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers. At the time of this Agreement, each Party represents that it is a member of the Idaho Counties Risk Management Program ("ICMRP") for its insurance. The ICRMP policy provides liability limits of \$500,000 for claims brought pursuant to the Idaho Tort Claims Act (Idaho Code Title 6 Chapter 9) and \$3,000,000 for all other covered claims. Each Party agrees that if it terminates its membership in ICRMP, it will obtain insurance that has liability coverages and limits substantially similar to that provided in the ICRMP policy.
- (b) *Worker's compensation.* Each Party shall provide workers' compensation insurance covering its own employees.

8. **Independent contractor.**

- (a) *Right of control.* TETON has no right to control or direct the details, manner, or means by which MADISON performs the Services, other than in those matters explicitly set forth in this Agreement. The Director may inspect the work of MADISON probation officers solely for the purpose of determining

whether the work is completed in accordance with the terms of this Agreement.

- (b) *Relationship.* MADISON is a political subdivision of the state of Idaho and coequal with TETON. MADISON is not an employee, servant, agent, partner, or taking part in a joint venture with TETON.
- (c) *Taxes.* TETON will not withhold income taxes (federal, state, or local) or payroll taxes on behalf of MADISON, its employees, agents or subcontractors. TETON shall provide MADISON with an IRS Form 1099-MISC on or before January 31 following any year in which MADISON has rendered Services to TETON. MADISON is liable for all federal, state, and local taxes, including Social Security taxes, for itself, its employees, and its subcontractors. TETON will not treat MADISON, its employees, or its subcontractors as employees of TETON with respect to the Services performed hereunder.
- (d) *Benefits.* MADISON, its employees, and its subcontractors are not eligible for, and may not participate in, any of TETON's benefits of employment, including, but not limited to, vacation, medical insurance, life insurance, disability insurance, employee pension, health insurance, or any other fringe benefit. TETON is not responsible for making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of MADISON, its employees, or its subcontractors.

8. Non-waiver.

Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

9. Choice of law.

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

10. Choice of forum.

No Party may commence any action, litigation, or proceeding against the other Party in any way arising from or relating to this Agreement (including but not limited to claims sounding in contract, equity, tort, fraud, or statutory claims), in any forum other than the courts of the State of Idaho sitting in Teton County, Idaho, and any appellate court from any thereof, or, if such court does not have subject-matter jurisdiction, the United States District Court for the District of Idaho. Each party irrevocably and unconditionally

submits to the exclusive jurisdiction of such courts and must bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11. **Waiver of jury trial.**

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 (including but not limited to claims sounding in contract, tort, breach of fiduciary duty, 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.

12. **Entire Agreement.**

This Agreement is the entire agreement between the Parties, and is a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter.

13. **Amendments.**

No amendment to this Agreement is effective unless it is in writing and signed by the Parties.

14. **Severability.**

If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) is not in any way to be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision is to be deemed modified and replaced by a provision that approximates the intent of the Parties and economic effect of the unenforceable provision.

15. **Attorney fees.**

Reasonable attorney fees shall be awarded to the prevailing party in any action arising from or relating to this Agreement.

16. **Survival.**

The terms of sections 5, 9, 10, 11, and 15 survive termination or expiration of this Agreement.

17. **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature pages follow]

TETON COUNTY

Brad Wolfe
Teton County Commissioner, Chair

Date

Ron James
Teton County Commissioner

Date

Michael Whitfield
Teton County Commissioner

Date

ATTEST: KIM KEELEY, COUNTY CLERK

DATED this __ day of _____, 2025.

MADISON COUNTY

Todd Smith
Todd Smith
Madison County Commissioner, Chair

6-9-25
Date

Brent Mendenhall
Brent Mendenhall
Madison County Commissioner

6/9-2025
Date

Dustin Parkinson
Dustin Parkinson
Madison County Commissioner

6-9-25
Date

ATTEST: KIM MUIR, COUNTY CLERK

Kim Muir

DATED this 9th day of June, 2025.