

MEMORANDUM OF UNDERSTANDING

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the following parties (herein after referred to as “Contributing Members”): Office of the Governor, Idaho Supreme Court, Idaho Department of Correction, Idaho Department of Juvenile Corrections, Idaho State Police, Idaho Commission of Pardons and Parole, Idaho Department of Health & Welfare, and Idaho Association of Counties (IAC). The MOU is for the purpose of setting forth the terms and conditions upon which the Contributing Members will provide funds during fiscal year 2024 (July 1, 2023 – June 30, 2024) to IAC. This funding is for the purpose of providing administrative support to the Idaho Criminal Justice Commission.

II. RECITALS:

WHEREAS, it is the mutual desire of the Contributing Members and IAC to memorialize their agreement with respect to cooperating in hiring a Contractor to provide administrative support for the Idaho Criminal Justice Commission.

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is hereby agreed as follows:

III. SCOPE OF WORK:

A. IAC hereby agrees to:

1. Provide administrative support to the Idaho Criminal Justice Commission, including, but not limited to:
 - a. Provide a support staff person to set up the physical facilities for and attend the Idaho Criminal Justice Commission’s monthly meetings;
 - b. Take minutes during the meetings, provide a draft of the minutes to the Chair for review, and finalize the minutes as approved by the Commission;
 - c. Prepare a draft agenda for the monthly meetings, provide the draft agenda to the Chair two weeks before the meeting, and finalize and post the agenda for Commission members;
 - d. Post all documents and presentation materials to the Commission’s Google Drive;
 - e. Communicate and coordinate with presenters to the Commission to ensure attendance at the meetings and provide any necessary support for the presentations;

- f. Coordinate any necessary catering for the monthly meetings;
 - g. Prepare draft letters from the Commission as needed;
 - h. Communicate with Commission members including managing any necessary voting via email;
 - i. Coordinate with the State to manage and update the Commission’s web site;
 - j. Coordinate with the State to ensure the Commission’s expenses are properly paid out of the Commissions’ dedicated funds; and
 - k. Post meeting notices and completed minutes for all subcommittees on the Commission’s website.
2. Provide all materials necessary to provide administrative support, including a lap-top computer, word processing software, Power Point, internet access, paper, and office supplies.
 3. Provide appropriate workspace for the administrative support person.
 4. Provide all required insurance, including workman’s compensation insurance, for the administrative support person.
 5. The period shall be from July 1, 2023, through June 30, 2024.
 6. Send invoices to the Contributing Members no later than December 1, 2023.

B. Contributing Members hereby agree to:

1. Contribute a total of \$19,800 in the amounts as specified by each agency:

Office of the Governor	\$2,200.00
Department of Correction	\$5,400.00
Idaho State Police	\$2,200.00
Department of Juvenile Correction	\$2,200.00
Pardons & Parole	\$1,200.00
Department of Health & Welfare	\$2,200.00
Administrative Director of the Courts	\$4,400.00

2. Send the IAC the agreed upon agency amount no later than December 31, 2023.

IV. GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT:

- A. This MOU may be extended, modified, or changed upon a written memorandum and, when so signed by all parties, shall become a part of this agreement.
- B. This MOU may be terminated by mutual written agreement of the Contributing Members and IAC and may also be terminated, without cause, by either party giving fifteen (15) days prior written notice to the other party. Upon termination of the agreement, the rights and obligations of each party shall terminate except for the outstanding costs, which may have been incurred by any party prior to the date of termination of this agreement. Upon termination, the IAC shall refund to the Contributing Members a pro rata share based upon the ratio of the amount they contributed.
- C. Under no circumstances will the administrative support staff be considered an employee, deputy or agent of the state of Idaho.
- D. Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved entity or in performing functions granted them by law, or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws, ordinances, rules and regulations of the state of Idaho.
- E. Nothing in the MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party indemnifies the other party.

Jared Larsen, Special Assistant for Criminal Justice
Office of the Governor

Date

Josh Tewalt, Director
Idaho Department of Correction

Date

Col. Kedrick Wills, Director
Idaho State Police

Date

Monty Prow, Director
Idaho Department of Juvenile Corrections

Date

Sara Omundson, Administrative Director
Idaho Supreme Court

Date

Ashley Dowell, Executive Director
Idaho Commission of Pardons & Parole

Date

Dave Jeppesen, Director
Idaho Department of Health & Welfare

Date

Seth Grigg, Executive Director
Idaho Association of Counties

Date