

**CANYON COUNTY DISPATCH SERVICES AGREEMENT  
MIDDLETON CITY POLICE DEPARTMENT**

This Dispatch Services Agreement by and between Canyon County, a political subdivision of the State of Idaho ("County") and the Middleton City Police Department, a department of the City of Middleton, a municipal corporation of the State of Idaho located within Canyon County ("Partner Agency") as authorized by Idaho Code §§ 31-604 and 50-301, respectively.

**Whereas**, County operates the Canyon County Communication Center Dispatch ("Communications Center") which receives and evaluates non-emergency and emergency calls to dispatch or refer to the proper agency, and works closely with all local law enforcement agencies, fire departments, and ambulance services to coordinate timely and efficient responses to emergencies in Canyon County (except those within the city of Nampa) by the appropriate responding agencies.

**Whereas**, the County takes on a considerable cost to maintain and provide the vital services provided by the Communication Center on a twenty-four-hour, seven-day-per-week basis, including employing more than twenty (20) communications officers and call takers, along with providing and maintaining the necessary equipment, training, and facilities.

**Whereas**, Partner Agency utilizes the services of the Communication Center.

**Therefore**, the Parties agree to the following terms:

1. **Dispatch Services Provided by County.** In exchange for the payments set out below, County agrees to provide dispatch services for Partner Agency, which includes, without limitation:
  - 1.1. Receive and dispatch all calls to the appropriate response agencies, including Partner Agency whether priority calls, non-priority calls, or animal control calls;
  - 1.2. Document and dispatch calls in computer aided dispatching (aka, CAD);
  - 1.3. Provide driver's license and vehicle information as requested by response agency;
  - 1.4. Respond to and monitor officer making officer-initiated contacts;
  - 1.5. Dispatch tow-trucks, street department, and other requests for assistance from Partner Agency;
  - 1.6. Provide information regarding warrants, no-contact orders, and similar court documents;
  - 1.7. Enter, validate, remove and confirm arrest warrants, missing persons, stolen property, and other entries from the ILETS and NCIC systems;
  - 1.8. Permit Partner Agency access to Spillman as reasonably necessary and consistent with historic practice;
  - 1.9. Perform general officer requests for information and searches;

1.10. Enter, validate, and remove arrest warrants from the ILETS system.

2. **Payment.** In consideration for the receipt of dispatch services for the initial term of this Agreement, Partner Agency agrees to pay to the County a total amount of **Sixteen Thousand Six Hundred Dollars and Twenty-Five Cents (\$16,600.25)** for fiscal year 2026. Payment shall be made in one (1) of the following options:

- In full by October 31 of term, provided that the payment for FY26 shall be thirty days from receipt of invoice.
- In quarterly installments as listed below

3. **Term.** This renewable Agreement will be effective on the date signed by all Parties and will end on September 30, 2026. The Agreement may be renewed for four (4) additional one-year terms commencing October 1 of the renewal year, ending September 30 of the following year. Partner Agency and County agree to the following base renewal amounts:

FY2027 (Oct. 1, 2026 – Sept. 30, 2027): \$33,200.50  
FY2028 (Oct. 1, 2027 – Sept. 30, 2028): \$49,800.75  
FY2029 (Oct. 1, 2028 – Sept. 30, 2029): \$66,401.00  
FY2030 (Oct. 1, 2029 – Sept. 30, 2030): \$72,558.17

The County may increase the pricing for each renewal term by an amount not to exceed three percent (3%) of the base renewal amount for the renewal term.

4. **Renewal.** Partner Agency shall notify County whether it intends to renew the Agreement in writing at least 120 days prior to expiration of the current term. A renewal without material change to the Agreement does not require any action or writing other than timely written notification from Partner Agency that it intends to renew the Agreement and requests no material changes to the Agreement.

5. **Canyon County Sheriff Authorization.** The Canyon County Board of County Commissioners hereby grants and delegates authority to the Canyon County Sheriff to act on behalf of the County to enforce the terms of this Agreement and all renewals of this Agreement, to negotiate on behalf of the County, and to bind the County to any changes to the Agreement that result in a material change of less than \$50,000.00.

6. **Non Appropriation.** The Parties acknowledge and recognize that this Agreement will terminate at the end of any term in the event that sufficient funds are not appropriated by Partner Agency specifically with respect to this Agreement in the year for which such appropriation is made. Nothing in this Agreement shall be construed to require Partner Agency to allocate or pay for any extended term of this Agreement beyond the initial term. If Partner Agency intends to

terminate this Agreement by the non-appropriation of funds, it shall provide notice to County no later than June 1 of the then-current fiscal year.

**7. Consequences for Early Termination, Non-Renewal, Late and Non-Payment.** In the event of termination prior to expiration of the term, notice of non-renewal, or late/non-payment, the Parties agree to the following:

7.1. **Non-Payment.** In the event Partner Agency is more than thirty (30) days late for a scheduled payment, at the sole discretion of the Canyon County Sheriff, dispatch services not affecting responder and public safety will be discontinued, including: administrative call generation; animal control call generation; ordinance enforcement; abandoned property/vehicle call generation; call generation for non-emergent, not in progress crimes; radio inquiries for NCIC criminal histories and other general reports that could be originated by officers; stolen vehicle/property entry and removal; and misdemeanor warrant maintenance.

7.2. **Early Termination and Non-Renewal.** In the event the Agreement terminates as the result of Partner Agency non-renewal of the Agreement, not appropriating funds, or early termination, County, at the sole discretion of the Canyon County Sheriff, may elect at any time after the effective termination date, to discontinue dispatch services up to and including discontinuance of all dispatch services.

7.3. **Liquidated Damages.** For each payment that more than one hundred and twenty (120) days have passed without payment in full without justifiable cause, the County will be entitled to, and Partner Agency will pay to the County, a liquidated damage—not a penalty—in an amount equal to one-half (50%) of the annual appropriation of cost for the current contract year along with any associated attorney fees and costs that the County may accrue as a result of a failure to make a full and timely payment. The County, at the sole discretion of the Canyon County Sheriff, may waive this provision on a per occurrence basis.

**8. Amendment.** This Agreement may be amended by mutual written agreement of the Parties, effective when signed by authorized agents of both Parties.

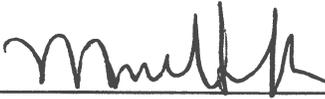
**9. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and that this Agreement supersedes any previous agreements or statements, including any oral agreements or statements during negotiations between the Parties regarding the subject matter of this Agreement.

10. **Severability.** Should any provision of this Agreement be declared by a court of a competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this Agreement, in whole or in part thereof, other than the part so declared to be unconstitutional or invalid.
11. **Signatures.** The persons signing this Agreement on behalf of a Party to each represents to have the legal authority to do so.

**FOR MIDDLETON CITY POLICE DEPARTMENT**

By:   
Jackie Hutchison  
City of Middleton Mayor

2-10-2020  
Date

ATTEST:   
City of Middleton Clerk

2/10/2020  
Date

By:   
Jeff Smith  
Middleton Chief of Police

2-10-20  
Date

[INTENTIONALLY BLANK]

**FOR CANYON COUNTY**

Dated this 5th day of March, 2026

CANYON COUNTY BOARD OF 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>      </u>	<u>      </u>	<u>      </u>
 _____ Commissioner Brad Holton	<u>  X  </u>	<u>      </u>	<u>      </u>
 _____ Commissioner Zach Brooks	<u>  X  </u>	<u>      </u>	<u>      </u>

ATTEST: JESS URRESTI, Clerk

By:   
\_\_\_\_\_  
Deputy Clerk

CANYON COUNTY SHERIFF

  
\_\_\_\_\_  
Kieran Donahue  
Canyon County Sheriff

2-23-26  
Date

CANYON COUNTY DISPATCH SERVICES AGREEMENT-  
MIDDLETON CITY POLICE DEPARTMENT