

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

The term "**CANYON COUNTY**" means THE BOARD OF COUNTY COMMISSIONERS OF CANYON COUNTY, its agents, stakeholders, officials, employees, representatives, insurers, indemnitors and assigns, and any person or persons acting for, by or through them.

The term "**HUMMEL**" means HUMMEL ARCHITECTS, PLLC, its owners, members, agents, employees, representatives, subconsultants, insurers, indemnitors and assigns, and any person or persons acting for, by or through them.

The term "**PARTIES**" refers collectively to **CANYON COUNTY** and **HUMMEL**;

The term "**DISPUTE**" refers to concerns or complaints made by Canyon County with regard to the millwork, carpet and interior finishes associated with the Canyon County Sheriff's Building project, associated with that certain agreement between the PARTIES described as Hummel Project No. 23019-00, signed on or about November 27, 2023.

The term "Settlement Agreement" or "Agreement" means this *Settlement Agreement and Release of Claims*.

II. SETTLEMENT TERMS

1. Release of Claims and General Release.

CANYON COUNTY, for the consideration set forth below, hereby releases, acquits and forever discharges **HUMMEL**, of and from any and all claims, actions, causes of action, damages, costs, expense, attorney's fees and compensation whatsoever which **CANYON COUNTY** now has or which may hereafter accrue on account of or in any way grow out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting or to result from the design work and events which forms the subject matter of the **DISPUTE**, as outlined above. This Agreement is not intended as a waiver by **CANYON COUNTY** of any other claim which may otherwise potentially arise in the future in connection with **HUMMEL'S** professional services conducted under the **PARTIES'** contract at issue.

CANYON COUNTY further acknowledges and agrees that the release set forth herein is a general release associated with the subject matter of the **DISPUTE** described above, and further expressly waives and assumes the risk of any and all claims for damages which may exist as of this date in related to the **DISPUTE**, but which **CANYON COUNTY** does not know of or suspect to exist, whether through ignorance, oversight, negligence or otherwise, and which, if known, would materially affect the **CANYON COUNTY** decision to enter into this release. **CANYON COUNTY** further agrees that it has accepted the consideration specified herein as a complete compromise of matters involving disputed issues of law and fact and fully assumes the risk that the facts or law may be otherwise than it believes them to be. In entering into this release, **CANYON COUNTY** has not relied upon any statement or representation made by **HUMMEL** or its agents or legal counsel.

2. Consideration from Releasees.

In addition to the mutual promises and obligations set forth herein, the **PARTIES** agree to the following consideration:

- (a) **HUMMEL** shall make a donation to Canyon County in the amount of fifteen thousand and 00/100 dollars (\$15,000).

3. No Admission of Liability by Releasees.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that this settlement is not to be construed as an admission of liability on the part of the **HUMMEL**, and **HUMMEL** denies liability therefor and intends merely to avoid a further disagreement in relation to the **DISPUTE**.

4. Entire Agreement

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In addition, a copy or facsimile of this Agreement shall have the same force and effect of an original document.

CANYON COUNTY further declares and represents that no promise, inducement or agreement not herein expressed has been made to it. This Agreement contains the entire agreement between and among the **PARTIES**. The terms of this Agreement are contractual and not a mere recital. Any previous statements or understandings, whether expressed or implied, oral or written, relating to the subject matter of this Agreement are fully extinguished and superseded by this Agreement.

5. Governing Law and Attorney Fees.

This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Idaho without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction. Should it be necessary for any party to this Agreement to initiate or defend any legal proceedings wherein any issues arising under the Agreement are adjudicated, the prevailing party shall be entitled to reimbursement of their reasonable attorney fees, costs, expenses and disbursements (including expert witness fees).

6. Headings.

The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

7. Waiver.

A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce noncompliance thereafter with each and every term and condition of this Agreement.

III. **AUTHORITY AND KNOWLEDGE**

CANYON COUNTY specifically represents that it has both carefully read and fully understands all of the provisions of this Agreement, and is voluntarily and knowingly entering into it. **CANYON COUNTY** specifically represents that it has had the opportunity to consult with counsel of its choosing regarding the terms and conditions of this Agreement and signs the same as its own free act and intending to be bound thereby.

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO THE TERMS SET FORTH ABOVE

Dated this ___ day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY

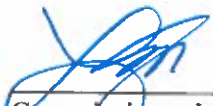


See attached signature page

By: _____

DATED this 12th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk