

**MEMORANDUM OF UNDERSTANDING
INFORMATION TECHNOLOGY SERVICES
CANYON COUNTY MOSQUITO ABATEMENT DISTRICT AND CANYON COUNTY**

THIS Memorandum of Understanding ("MOU") is made between the Canyon County Mosquito Abatement District ("CCMAD") and Canyon County, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY".

WHEREAS, CCMAD desires that **COUNTY**, through the Canyon County Information Technology Department ("CCIT"), design, host, and maintain a website for **CCMAD** to display important information to the public and **COUNTY**.

WHEREAS, CCMAD also requires **CCIT** provide other informational technology services as needed on an hourly basis; and

WHEREAS, CCIT has personnel qualified and capable of providing information technology services and, on behalf of **COUNTY**, is agreeable to rendering such services on the terms and conditions set forth in this MOU; and

WHEREAS, COUNTY is authorized by the laws of the state of Idaho to enter into such MOU pursuant to the provisions of Idaho Code §§ 31-604, 31-801, and 31-828.

THEREFORE, the parties agree as follows:

1. Services. **COUNTY** agrees to employ, furnish and supply information technology personnel, together with such other items that are reasonably necessary, to provide design, hosting, and maintenance services to **CCMAD** for its website ("Website") under the following terms and conditions:

a. **CCIT** will provide ongoing hosting, support, and maintenance of Website for the duration of Term according to the following requirements ("Website Hosting and Maintenance"):

- i. **CCIT** will provide regular backups for Website in substantively the same manner as it does for **COUNTY**.
- ii. **CCIT** will provide training for designated **CCMAD** staff to modify and update content on Website.
- iii. **CCIT** will make available both telephone and email support for **CCMAD** during normal business hours. All requests for assistance must be sent to helpdesk@canyoncounty.id.gov as a service desk ticket. **CCIT** will respond to the service desk ticket in a reasonable time depending on **CCIT** staff availability and priority of the request.

b. Network — **CCIT**, as needed, will recommend and provide network infrastructure support for equipment connectivity that provides access to printing, wireless, internet access, shared network drives, etc.

- c. Wireless — **CCIT**, as needed, will recommend and provide support for Wireless Access Points (WAP) equipment and configurations approved by the customer.
- d. Desktop — **CCIT** will provide basic computer/workstation configurations, hardware/software installations, and all related support. The **COUNTY** will consult and support Anti-Malware/Anti-Virus software protection on all workstation devices that run Microsoft and/or MacOS Operating Systems.
- e. Hardware Procurement — **CCIT** will assist, upon request, with purchasing quotes for the Director of **CCMAD**. All hardware will be procured through **CCMAD** consulted by **CCIT**, as needed for standardization of hardware and configurations.
- f. Email Support — **CCIT** will assist and support **CCMAD**'s Microsoft Office 365 platform using their public domain name, including configuration through the hosting solution: Email Archiving, Litigation Holds, Mailbox Export/Import.
- g. GIS Support — **CCIT**, as needed, will assist and support **CCMAD** GIS ESRI based mapping systems for spraying or treating applications or website integrations.
- h. **CCMAD** will assist **CCIT** personnel during an information technology-related incident or request.
- i. All information technology services are primarily provided through **CCIT** and any outside third-party information technology support is at the discretion of **CCMAD** Director and the Board of Trustees ("BOT").
- j. All network changes or alterations regarding the wired or wireless network shall be done by **CCIT** personnel or informed by third-party, whether directly or, if necessary, under their supervision.

2. Payment. **CCMAD** shall pay to **COUNTY** for the services described in "Website Hosting and Maintenance" (section 1.a.) above, a sum of Two Thousand Five Hundred Dollars (\$2,500.00) at the start of the Term, and at the start of each subsequent Term for which this MOU is renewed, subject to the **COUNTY**'s approval of funding, pursuant to Idaho Code § 1-1613, for each fiscal year, or **CCMAD** securing funding from an alternate source.

CCMAD shall pay to the **COUNTY** the sum of Fifty Dollars per hour (\$50.00 per hour) for labor for the information technology services to be rendered pursuant to this Agreement. Said sum shall be paid to the **COUNTY** on a monthly basis, beginning after the execution of this Agreement by the parties upon receipt of an invoice from **CCIT**. **CCMAD** shall pay the invoice within 30 (thirty) days of receipt.

Furthermore, **CCMAD** shall pay **COUNTY** for the costs of hardware and software implemented by **CCIT** on behalf of **CCMAD** after procurement is made. All licensing costs and compliance are under the control of **CCMAD** and associated accountabilities.

Cost Breakout Summary:

- Website Hosting and Maintenance: \$2,500 per Term
- Technical Support Effort: \$50 per hour, billed monthly

To further facilitate the performance of services, **CCIT** will make available both telephone and email support for **CCMAD** during and after normal business hours. If the incident or information technology-related request requires it, Onsite Assistance of **CCIT** personnel will be coordinated with the Director of **CCMAD**. All requests for assistance must be sent to helpdesk@canyoncounty.id.gov. Additionally, On Call information for **CCIT** will be provided.

3. Indemnification. **COUNTY**, **CCIT**, and the elected officials, employees or agents thereof shall not be liable for the acts of **CCMAD** or its employees or agents. **CCMAD** agrees to indemnify, hold harmless and defend **COUNTY**, **CCIT**, and its elected officials, employees and agents from any and all claims, liabilities, losses, fees, or damages arising from the conduct of the employees or agents of the **CCMAD** pursuant to this Agreement. The accuracy of all content made available on Website is solely the responsibility of **CCMAD**. **CCMAD** agrees to indemnify and hold harmless **COUNTY** and **CCIT** from any and all liability, expenses, or claims arising from the content of Website.

4. Standard of Service. The information technology services to be rendered by **CCIT** are services of an independent contractor for **CCMAD** and the professional standards of the services and other matters incident to the performance of such services shall be the responsibility of **COUNTY** and **CCIT**.

5. Disposition of County Employees. It is agreed that all the employees of **COUNTY** shall remain employees of **COUNTY** for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's compensation, and unemployment or other compensation to any **COUNTY** personnel performing services pursuant to this MOU.

6. Disposition of CCMAD Employees. It is agreed that all **CCMAD** employees shall remain employees of **CCMAD** for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, worker's compensation, and unemployment or other compensation to any state employees performing services pursuant to this MOU.

7. Term. For the services identified as Phase One above, this MOU shall be effective beginning on October 1, 2026. For the services identified above, this MOU shall be effective commencing from the date of signature of both parties and will automatically renew for additional one (1) year periods under the same terms and conditions, beginning on October 1, 2027, unless otherwise terminated under this MOU. In the event funding is not approved by **COUNTY**, as provided above, this MOU shall terminate on September 30 of the then-current fiscal year, unless **CCMAD** gives written notice to **COUNTY**, prior to the end of the then-current fiscal year, that it has secured alternate funding.

8. Termination. Either party to this MOU may elect to terminate this MOU with or without cause upon sixty (60) days written notice given to the other party. Should this MOU be terminated, any funds paid under Phase One of this MOU shall not be prorated or returned to **CCMAD**, and any funds paid under Phase Two of this MOU shall be prorated by refunding two hundred dollars (\$200) per month for any full remaining months of the Term.

9. Obligations Upon Termination. **CCIT** shall provide a copy of Website and its content to **CCMAD** in substantively the same format as it currently exists within sixty (60) days of written notice of termination. **CCIT** shall also coordinate with **CCMAD** to transfer the domain name to whatever service **CCMAD** deems appropriate. **CCIT** is not obligated to provide any additional assistance to **CCMAD** beyond these stated obligations. Failure by **CCMAD** to provide adequate written notice under Section 8 constitutes a waiver of the provisions of this section.

10. Designated Administrator. Each of the parties have designated an employee to be its administrator of this MOU for the purpose of coordinating the efforts of employees of **CCMAD** and the employees of **COUNTY**. **CCMAD** designates its Director as its administrator and the **COUNTY** designates its Director of Information Technology as its administrator. Communications between the parties concerning this MOU shall be made between the Administrators or their designees.

11. Notice. Any notice to be given pursuant to the terms of this MOU shall be sufficiently given for all purposes if delivered personally or if sent by U.S. Mail, addressed to the party in question at the address as hereinafter set forth:

Jim Lunders, Director
Canyon County Mosquito Abatement District
9719 Booker Lane
Nampa, Idaho 83686

* * * * *

Board of County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

For purposes of this MOU, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated on the envelope containing the notice. Either party shall be entitled to change the address for service of notice hereunder by notifying the other party, in writing, of the new address.

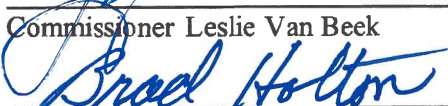
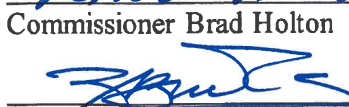
12. Entire MOU. This MOU encompasses the entire MOU of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.

13. Severability. Any provision of this MOU which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this MOU, and the remaining provisions of this MOU shall remain in full force and effect.

CANYON COUNTY BOARD OF COMMISSIONERS:

DATED this 8th day of October, 2026.

✓ Motion Carried Unanimously
____ Motion Carried/Split Vote Below
____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u>✓</u>	____	____
 _____ Commissioner Brad Holton	<u>✓</u>	____	____
 _____ Commissioner Zach Brooks	<u>✓</u>	____	____

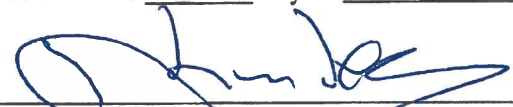
ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk

MOSQUITO ABATEMENT DISTRICT:

DATED this 5 day of October, 2026.



Jim Lunders, Director