PROSECUTION SERVICES TERM AGREEMENT
CANYON COUNTY, CANYON COUNTY PROSECUTING ATTORNEY
AND CITY OF NAMPA

THIS AGREEMENT, is hereby made this 29th day of October, 2026, between CANYON COUNTY, Idaho, a political subdivision of the State of Idaho, and the CANYON COUNTY PROSECUTING ATTORNEY, hereinafter referred to as "PROSECUTOR," and the CITY OF NAMPA, a municipal corporation, hereafter referred to as "CITY." Pursuant to Idaho Code Section § 67-2332 any public agency is authorized to contract with any other public agency to perform any governmental service, activity or undertaking each agency is authorized to perform.

WHEREAS, CANYON COUNTY and CITY are public agencies within the definitions provided in Idaho Code § 67-2327. The Canyon County Prosecuting Attorney's Office is an Idaho Constitutional public office authorized to prosecute criminal actions under Idaho Code § 31-2604. Collectively, these entities are hereinafter referred to as the "PARTIES."; and

WHEREAS, CITY, pursuant to Idaho Code §§ 31-2604 and 50-208A(2) is authorized and agrees to contract with PROSECUTOR to prosecute criminal violations of Nampa City Code ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits of the city of Nampa where the Offense falls under CITY jurisdiction;

WHEREAS, the Canyon County Board of Commissioners, pursuant to Idaho Code § 31-3113, has unanimously approved PROSECUTOR to contract with CITY to prosecute misdemeanors and infractions; and

WHEREAS, PROSECUTOR acknowledges the services to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment as described in this Agreement.

It is mutually agreed by the PARTIES THAT:

SECTION 1

DATA AND SERVICES TO BE PROVIDED BY PARTIES

1.1 Duties: The following data and/or services are to be provided by PARTIES:

A. PROSECUTOR will maintain regular communication with CITY and will, as needed or requested by CITY, discuss training, cases, level of services, updates related to new laws and will share information including quarterly numbers of active CITY cases.

B. PROSECUTOR will prosecute criminal violations of Nampa City Code ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits of the city of Nampa where the Offense falls under CITY jurisdiction and in accordance with the Idaho Rules of Professional Conduct and applicable law. The services rendered in accordance with this subsection are understood to include the provision of an "on-call" prosecutor twenty-four (24) hours a day and training for CITY law enforcement upon request of CITY's Police Chief.

C. PROSECUTOR shall exercise absolute discretion as to charging, case strategy, dismissal, case management, staffing, control of personnel rendering service, and other matters incident to the performance of the services provided hereunder.

D. CITY will provide access to relevant records as needed for successful prosecution of cases and for furtherance of justice. CITY will provide access to Police Officers, Code Enforcement, Evidence Custodians, Victim/Witness Coordinators, Clerical staff and any other employee for the purpose of prosecuting cases.

E. PROSECUTOR does not assume liability or responsibility for, or in any way, release the CITY from any liability or responsibility which arises from the existence or effect of CITY ordinances, policies, rules or regulations. Each party shall be responsible for its own actions under this Agreement and shall indemnify and hold harmless the other party from third-party claims arising from its own negligence or misconduct, subject to applicable law.

SECTION 2

ADDITIONAL PROVISIONS

2.1 Independent Contractor

In all matters pertaining to this Agreement, PROSECUTOR shall be acting as an independent contractor, and neither PROSECUTOR nor any officer, employee or agent of PROSECUTOR, will be deemed an employee of the CITY.

2.2 Notices

Any and all notices required to be given by any of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY	PROSECUTOR
Office of the Mayor City of Nampa Attn: City Attorney 411 Third Street South Nampa, Idaho 83651	Canyon County Prosecuting Attorney Canyon County Courthouse 1115 Albany Street Caldwell, Idaho 83605

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

2.3 Assignment

It is expressly agreed and understood by the parties hereto that PROSECUTOR shall not have the right to assign, transfer, or sell any of its rights under this Agreement except upon the prior express written consent of CITY. Neither CITY nor PROSECUTOR shall assign, sublet or transfer their interest in this Agreement. Provided, however, that when PROSECUTOR determines that a matter involves a conflict of interest, PROSECUTOR shall be responsible to assign the Conflicting Prosecution to a non-conflicted attorney or special prosecutor.

2.4 Reports and Information

At such times and in such forms as CITY may reasonably require, PROSECUTOR shall furnish to CITY such statements, records or other communication or information pertinent to the performance of this Agreement as required by CITY.

2.5 Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Subject to the limitations of law, CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

2.6 Compliance with Laws

In performing the scope of services required hereunder, PROSECUTOR shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments and all Codes of Ethics applicable to the legal profession.

2.7 Termination

Any party may terminate this Agreement at any time by giving at least one hundred and twenty (120) days' notice in writing to the other parties.

If the Agreement is terminated by CITY, the PROSECUTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of PROSECUTOR covered by this Agreement, less payments of compensation previously made upon a pro-rata share as of the date of the termination.

In the event of a termination, all finished or unfinished documents, data, studies, case files, court dockets and schedules, defendant lists, victim records, case work notes, reports and any and all other writings and communication records prepared by PROSECUTOR under this

Agreement shall, at the option of CITY, become CITY's property and will be collected at CITY expense or sent to any Prosecutor CITY designates.

2.8 Attorney Fees & Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the non-prevailing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.9 Authorization to Proceed

Execution of this Agreement by PARTIES shall constitute authorization for PROSECUTOR to proceed with the work.

2.10 Renewal

The term of this Agreement may be renewed each County fiscal year for an additional year upon agreement by the PARTIES. All parties will have the right to negotiate the terms and cost of the Agreement annually. The terms of the agreement and price shall be, to the greatest extent possible, set by July 1 of the year in which this Agreement is to be renewed.

2.11 Term

The initial term for this Agreement shall commence on October 1, 2026, and shall run through September 30, 2027.

2.12 Extent of Agreement

This Agreement represents the entire and integrated Agreement between PARTIES and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.

2.13 Severability

If any clause, sentence, paragraph, article, or other part of this Agreement shall for any reason be declared invalid by a court of competent jurisdiction, such judgment shall not effect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph, article or part thereof directly involved in the controversy in which the judgment is entered.

2.14 Confidentiality and Data Protection

PROSECUTOR and CITY shall comply with all applicable federal, state, and local laws regarding the confidentiality of case-related information, including victim and witness data. PROSECUTOR shall implement reasonable safeguards to protect sensitive information and notify CITY promptly of any data breaches.

SECTION 3

PAYMENT

3.1 In consideration for PROSECUTOR'S performance of prosecutorial services as contemplated by this Agreement, CITY agrees to pay to Canyon County in equal monthly installments as follows:

- For that period beginning October 1, 2026, and concluding September 30, 2027: NINE HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED FIFTY DOLLARS AND NO CENTS ($947,250.00).

3.2 Costs and Salaries

The payment under Section 3.1 shall cover the salaries and associated benefits of deputy prosecuting attorneys and support staff necessary to support the services provided, as well as standard operational costs, discovery (e.g., video, audio, and documents), office supplies, copier maintenance, staff training, association memberships, and Idaho State Bar licensing. Extraordinary costs, such as specialized expert witnesses or unforeseen litigation expenses, shall be subject to mutual agreement. Upon termination, all supplies purchased by PROSECUTOR to assist in prosecuting CITY cases shall remain PROSECUTOR's property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to date and year shown by the attestation.

CANYON COUNTY PROSECUTING ATTORNEY

By: _____
Christopher Boyd

CANYON COUNTY COMMISSIONERS

_____
Brad Holton, Chairman

Not available for signature
Zach Brooks, Commissioner

_____
Leslie Van Beek, Commissioner

ATTEST: Jess Urresti, Clerk

By: D. Hoff
Deputy Clerk

Date: 10/29/26

CITY OF NAMPA

By: Darl Bruner
Mayor Darl Bruner

APPROVED AS TO FORM:

Preston Rutter, City Attorney

ATTEST:

Charlene Tri
City Clerk

Date: 10/21/26