



Memorandum of Understanding (MOU) Between Idaho State University and Bannock County to establish the Forensic Pathology Center (FPC).

This Agreement is by and between Idaho State University ("ISU") and Bannock County ("Bannock County"), collectively the "Parties".

Background

Bannock County and ISU intend to develop a Forensic Pathology Center (FPC) for East Idaho based at an ISU owned property in Pocatello, Idaho, to be determined by mutual consent of the parties (the "designated space"). A collaboration between ISU, Bannock County, and other regional partners will benefit everyone by meeting the region's need for a forensic pathology center and furthering ISU's educational mission. Idaho State University and Bannock County have a long history of partnership within SouthEast Idaho that greatly benefits the citizens of the community. The Parties enter into this Agreement with the intent to strengthen their partnership for the continued benefit of the State of Idaho.

Agreement

1. Mutual Responsibilities and Coordination.

- a. Cooperation.** The Parties shall cooperate in creating a mutually agreeable experience that meets the needs and goals of both ISU and Bannock County. The parties shall collaborate on finding a mutually acceptable location for this project to be based.
- b. Nondiscrimination.** The Parties will not discriminate on the basis of race, creed, sex, national origin, disability, or any other protected class.
- c. Individual Representative.** The Parties shall each designate an individual representative to serve as a point of contact for matters relevant to this MOU.
- d. Training Opportunities.** The Parties shall strive to collaborate on mutually beneficial training and educational opportunities.
- e. Governance Structure.** The Parties shall collaborate on developing a governance structure for the FPC that is consistent with the intent of this MOU and mutually agreed upon by the Parties. The Parties agree that at a minimum ISU shall have one permanent board seat on any governance structure developed.
- f. Employment.** The Parties agree that employees of the FPC shall be considered employees of Bannock County. ISU shall coordinate with Bannock County in granting the Forensic Pathology Center employees affiliate faculty status with the University where appropriate.
- g. Search Committee.** The Parties agree that ISU shall have a seat on the search committee for hiring purposes of the FPC.
- h. Negotiate in Good Faith.** The Parties agree that they shall enter into good faith negotiations for the purpose of establishing any further legal agreements necessary to continue this collaborative relationship including but not limited to Facility Use Agreement, License Agreement, or Land Lease Agreement.

2. ISU Responsibilities.

- a. Allocate dedicated space for Bannock County personnel as agreed upon by the parties.
- b. Provide an ISU representative to sit on the board of the governance structure and the search committee for the FPC.
- c. Provide Bannock County with access and use of the common areas of the dedicated space such as restrooms.
- d. Provide normal maintenance, grounds, and custodial services for all shared/common spaces. All other areas and systems of the FPC are maintained by Bannock County at their own expense.
- e. Provide access to the designated space, including adequate keys, access codes, and authorizations as necessary.
- f. Provide access to the designated space meeting rooms and conference rooms so long as the space is available. ISU shall provide Bannock County a reasonably updated calendar for use of the space upon request.
- g. Provide \$900,000.00 of State appropriated funds which may be used for site and design consultation or cost estimates with an architecture firm as needed. Any balance of remaining funds will be allocated as pass through funding to Bannock County.
- h. Provide reasonable access to existing IT infrastructure in the dedicated space.
- i. Provide advertisement for the position of Bannock County Forensic Pathologist on the Idaho State website in accordance with standard ISU employment practices.
- j. Provide affiliate or adjunct status to the Bannock County Forensic Pathologist as determined appropriate by ISU.

3. Bannock County Responsibilities.

- a. Provide all funding for the construction and renovation of the dedicated space based on architecture designs procured by ISU and approved by Bannock County.
- b. Responsible for staffing and funding the FPC in accordance with Bannock County's standard employment practices. FPC employees shall be employees of Bannock County.
- c. Promote the FPC in collaboration with ISU's Office of Marketing and Communication.
- d. Offer FPC resources to ISU for research, curriculum, and training free of charge subject to approval by the County. Approval shall not be unreasonably withheld.
- e. Bannock County agrees that ISU shall have access to FPC resources and equipment free of charge.
- f. Offer curriculum/training to ISU partners as agreed upon by both parties.
- g. Provide and pay for all maintenance, and custodial services, clean up, or bio-medical waste removal in the forensic pathology center and any costs incurred for removal or remediation of issues related to waste.

contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

12. **Governing Law.** The laws of the State of Idaho will govern this Agreement with venue in Bannock County.
13. **Ownership of Property.** The Parties agree that any modifications, improvements, and upgrades to ISU owned property shall be deemed real property and remain the property of ISU. Bannock County agrees it will not have any ongoing interest in the property. Furthermore, Bannock County shall not have any security interest in the property nor shall it be allowed to grant a security interest in any such property.
14. **Mutual Liability.** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
15. **Assignment.** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.
16. **Severability.** If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.
17. **Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified except in a writing signed by all Parties.
18. **Approval by DPW.** The Parties understand and agree that any structural changes or modifications to the designated space may be subject to approval and oversight by the Idaho Division of Public Works (DPW) and the Division of Building safety and comply with all applicable codes. The parties agree to cooperate with these divisions as necessary.
19. **Financials.** All documents, invoices, monetary transactions between the parties shall follow ARPA and Bannock County accounting guidelines with any applicable state and federal laws.
20. **Reduction of Funding.** The Parties agree that they are both government entities and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho, Idaho State University, or Bannock County beyond the term of any particular appropriation of funds by the State's Legislature. The Parties reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in their sole judgment, the Legislature of the State of Idaho or the Bannock County Board of Commissioners fails, neglects, or refuses to appropriate sufficient funds as may be required for the Parties to continue such payments, or requires any return or "give-back" of funds required for

the Parties to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. The terminating Party shall provide the non-terminating party the date the termination shall take effect. The terminating Party shall be liable only for the payment, or prorated portion of that payment, owed as of date of termination. For the terminating Party's performance occurring before the date of termination

(SIGNATURES TO FOLLOW)

To express the Parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.

IDAHO STATE UNIVERSITY

Kevin Satterlee

10/17/22

Signature
Kevin Satterlee
President

Date

BANNOCK COUNTY

Ernie Moser

10/17/22

Signature
Ernie Moser
Chairman of the BOCC

Date