



TERMINATION AGREEMENT

This Termination Agreement (the "Agreement") is entered into between Idaho State University ("ISU") and Bannock County ("Bannock County"). ISU and Bannock County are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the 2022 Idaho Legislature appropriated \$900,000 to ISU to be expended for operating expenditures for the Eastern Idaho Forensic Pathology Center at Idaho State University in House Bill No. 776; and

WHEREAS, ISU and Bannock County entered into a Memorandum of Understanding between Idaho State University and Bannock County to Establish the Forensic Pathology Center, dated October 17, 2022 (the "MOU"); and

WHEREAS, ISU transferred \$853,700 to Bannock County in April 2023 in furtherance of the MOU and in accordance with the Parties' understanding of each Party's respective responsibilities under the MOU; and

WHEREAS, the Parties now desire to terminate the MOU pursuant to the terms and conditions set forth herein and return all transferred funds back to ISU;

NOW THEREFORE, the Parties hereby agree to terminate the MOU as follows:

1. **Termination of the MOU.** The Parties mutually agree the MOU shall be terminated effective immediately upon execution of this Agreement by both Parties (the "Termination Date").
2. **Return of All Previously Distributed Funds.** Promptly following the Termination Date, and no later than 30 days after the Termination Date, Bannock County will return to ISU all unexpended funds provided to Bannock County by ISU in accordance with the MOU. Bannock County will provide a full accounting for any expended amounts and will reimburse ISU for any expenditures not made in accordance with the MOU or in alignment with Idaho House Bill No. 776.

- a. Bannock County will issue the funds to the below address or through any other means mutually agreed to in writing:

Idaho State University
Attn: Finance Office
921 South 8th Ave Stop 8219
Pocatello, ID 83209

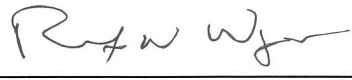
3. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge, and deliver such further documents that may reasonably be required in order to effectively perform this Agreement and to evidence the termination of the MOU.

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IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below.

IDAHO STATE UNIVERSITY:

Signature: 
Printed Name: Robert Wagner
Title: President
Date: 12/13/2024

BANNOCK COUNTY:

Signature: 
Printed Name: Ernie Moser
Title: Commissioner, Chairman
Date: Dec. 12, 2024