

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN KOOTENAI COUNTY AND KIM BOJORQUEZ

This Agreement is made between **KOOTENAI COUNTY**, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000 ("the County"), and **Juvenile Justice Outreach** and their designee **Kim Bojorquez** ("the Contractor").

The parties agree as follows:

1. **Contract:** The County hereby employs the Contractor as an independent contractor to complete and perform the following project and work:
 - a. The Contractor will provide coordination and support for offenders and community volunteer mentors to enhance and develop competency skills. The Contractor will facilitate the collection and organization of relevant program information by receiving, recording and maintaining all documents and records of the Mentoring Program, and assist in writing program reports.
 - b. The Contractor will assist referred juvenile offenders and volunteer mentors with an appropriate mentor match.
 - c. The Contractor will recruit and screen adult volunteer mentors from the community.
 - d. The Contractor will assist the County's Mentoring Program Director with program evaluation and will administer satisfaction surveys, collect program related data, and maintain data spreadsheets.
 - e. The Contractor will maintain program files on all mentors and mentees.

2. **Time and Place of Performance**: The parties agree that the Contractor shall commence work in a timely manner and shall perform the duties set forth in this Agreement at the Kootenai County Juvenile Probation Department, 205 N 4th Street, Coeur d'Alene, Idaho, and such other places as the County may designate.

3. **Compensation**: The County agrees to pay the Contractor, as compensation, a sum not greater than \$320.00 per week for a maximum of 16 hours per week.

4. **Independent Contractor**: The parties agree that the Contractor is an independent contractor and, as such, is not in any way an employee or agent of the County and is not entitled to Worker's Compensation or any benefits of employment provided by the County to its employees. Further, it is agreed that the County has no control over the performance of this Agreement by the Contractor except to specify the time and place of performance.

5. **Non-assignable**: The parties mutually agree that the County has entered into this Agreement to secure the personal services of the Contractor and, as such, this Agreement is not subject to transfer, assignment, or conveyance.

6. **Compliance with Laws**: The Contractor agrees to comply with all federal, state, city, and local laws, rules, and regulations as set forth by the courts in performance of this Agreement.

7. **Termination**: This Agreement may be terminated by written notice by either party prior to October 1, 2026. This Agreement will automatically expire on September 30, 2026, if not terminated in writing by either party prior thereto.

8. **Waiver of Liability**: Attached as **Exhibit A** hereto, and incorporated by reference herein, is a waiver of liability which governs the terms and conditions of this Agreement.

9. **General Provisions**: This Agreement supersedes and replaces any pre-existing contracts and agreements between the Contractor and the County. This Agreement contains the entire understanding and agreement between the parties, including any and all material terms agreed to between the Contractor and the County. If any provision is held to be unenforceable, then such provision shall be excluded without affecting the remaining provisions of this Agreement.

DATED this 28 day of August, 2025.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Bruce Mattare, Chairman

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this 28 day of August, 2025.

CONTRACTOR

Kim Bojorquez
Kim Bojorquez

General Release of Liability

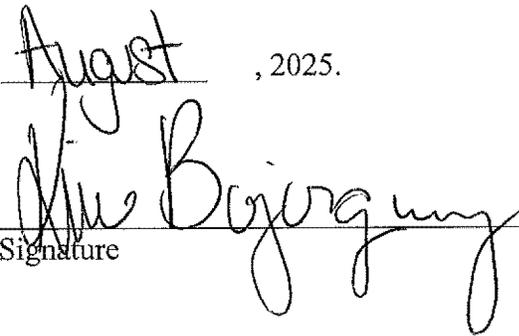
For and in consideration of my employment as an Independent Contractor with Kootenai County and in recognition of my own personal benefit from such program, I do hereby release Kootenai County, a political subdivision of the State of Idaho, and any and all other officers, employees, volunteers, agents, insurers, independent contractors and any elected or appointed officials of said County, individuals or entities affiliated with such persons and/or entities, from any and all civil liability, or any and all forms of injury which may arise as a result of my employment as an Independent Contractor.

I acknowledge that I understand there are many known and unknown dangers and/or risk associated with me participating in this program, and I grant a general release, for myself, my heirs, executors, administrators and assigns, and I waive, remise and forever discharge and release Kootenai County and any and all: officers, employees, volunteers, agents, insurers, independent contractors and any elected or appointed officials of said County, individuals or entities affiliated with such persons and/or entities, from any and all claims, several or otherwise, past, present, or future, which can or may ever be asserted as a result of any injuries or damages, physical, or mental, sustained by me while I am participating in said program in any way, including my coming and going from my employment as an Independent Contractor.

I have read the foregoing and understand the terms of this agreement are contractually and legally binding, and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this agreement.

I understand this release does not waive any rights I may have under the Worker's Compensation Laws of the State of Idaho, or any protection I may have under the Tort Claims Act; however, I also expressly understand and acknowledge this release does not create any rights not specifically and expressly provided to me Under the Workers' Compensation Laws or the Tort Claims Act.

Dated this 28 day of August, 2025.


Signature

Certificate Prohibiting Contracts with China

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

Juvenile Justice Outreach

COMPANY NAME

Kim Bergquist

AUTHORIZED SIGNATURE

8/28/25

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS: