

**INDEPENDENT CONTRACTOR AGREEMENT FOR BARBER SERVICES AT
THE SOUTHWEST IDAHO JUVENILE DETENTION CENTER**

This Agreement is between Canyon County ("County"), Idaho, a political subdivision of the state of Idaho, and Danielle Willis an individual ("Contractor"), whose address is Danielle Willis, (collectively "the Parties").

WHEREAS, such detention and care can be provided, subject to the approval of the court, by a public agency other than a given county, provided such detention complies with the provisions of Idaho Code § 20-518; and

WHEREAS, Canyon County operates the Southwest Idaho Juvenile Detention Center, (the "Center") in a manner that complies with the provisions of Idaho Code § 20-518; and

WHEREAS, no formal procurement process is necessary because the amount for barber services does not exceed \$100,000 as outlined in Idaho Code § 67-2806.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. TERM AND INTENT

- A. *Intent.* County grants Contractor the exclusive right to provide Barber Services to juveniles held in the Center.
- B. *Commencement Date.* This Agreement shall commence on the date it has been fully executed by both of the Parties. This Agreement will remain in effect through September 30, 2027.
- C. *Contract Renewal.* Subject to annual appropriation of funds by the County and consent by each party, this Agreement may be renewed on an annual basis for one-year periods. Written notice of non-renewal to the other party will be made at least thirty (30) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein. Extensions or renewals of the Agreement, if applicable, are contingent upon the fulfillment of all agreement provisions related to barber services.

2. GENERAL CONDITIONS

- A. *Independent Contractor.* The parties agree that Contractor is an independent contractor of County and in no way an employee or agent of County and is not entitled to worker's compensation or any benefit of employment with County.
- B. *Control.* County shall have no control over the performance of this Agreement by Contractor or its employees, except to specify the time and place of performance, and

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FOR BARBER SERVICES**

Agreement No. 216-039

the results to be achieved. County shall have no responsibility for security or protection of Contractor's supplies or equipment.

- C. *License.* Contractor shall, at all times during the Term, hold, maintain in good standing, and timely renew a current Idaho cosmetologist license authorizing the performance of barber services in the State of Idaho. Contractor shall promptly provide County with proof of such licensure upon request, and shall immediately notify County of any lapse, suspension, restriction, or revocation.
- D. *Assigned Employees.* Contractor reserves the right to designate its resources and personnel as it deems appropriate in each situation. Notwithstanding the above, Contractor shall provide a list of the individuals assigned to Contractor's team to County who will be subject to the initial background check.
- E. *Assigned Employee Removal.* County shall have the right to direct removal of a Contractor employee for cause, if in the opinion of County, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial background check. County shall provide Contractor with written justification as to the reason(s) for the directed removal.

3. CONTRACTOR SUPPLIES

- F. *Tools and Equipment.* Contractor shall furnish, at Contractor's sole cost and expense, all tools, equipment, implements, supplies, and materials necessary and appropriate to perform the barber services contemplated by this Agreement, including without limitation clippers, guards, scissors, combs, capes, disinfectants/sanitizers, and any other professional implements customarily used in providing barber services at a secure facility.
- G. *Safety and Security.* Contractor shall be solely responsible for the safety and security of Contractor's tools, equipment, supplies, and personal property while on the premises of the Southwest Idaho Juvenile Detention Center, including without limitation storage, transportation within the facility, inventory control, and removal following each service session. County shall have no responsibility for security or protection of Contractor supplies or equipment. Contractor shall comply with all Center security protocols and any reasonable directives of County personnel concerning the introduction, handling, accounting, and removal of tools and equipment on site. Contractor shall be solely responsible for preventing unauthorized access to, or misuse of, any tools or implements and for promptly reporting any loss, discrepancy, or security concern to County's designated point of contact.
 - a. Contractor shall maintain clean and sanitary tools, equipment, work surfaces, and supplies; utilize appropriate disinfection and sterilization procedures; and

adhere to industry-accepted hygiene practices. Contractor shall immediately correct any nonconformity identified by County

4. CENTER SAFETY & SECURITY

- H. *Center Policies.* Contractor shall comply with all policies, rules, procedures, and directives of the Center applicable to on-site vendors and visitors, including security, safety, contraband, tool control, scheduling, identification/badging, and confidentiality requirements, as such policies may be updated by the Center from time to time. Contractor acknowledges the Center's operational control over access, movement, and conduct within the facility and agrees to follow staff instructions while on-site.
- I. *Background Checks.* County shall conduct necessary background checks as required by law on Contractor and any of its employees assigned to the Center. County shall be responsible for all costs associated with background checks.

5. INDEMNIFICATION AND INSURANCE

- A. *Insurance.* Both County and Contractor shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
 - a. *Contractor Insurance.* Contractor shall procure and maintain the following insurance:
 - i. Workers' Compensation Insurance as prescribed by the laws of the state of Idaho for any agents, employees, volunteers, and staff that Contractor may employ.
 - ii. Commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, and independent contractor's liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form. The policy shall name and protect the County, all the County's employees, the Contractor, and the Contractor's employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts.
 - iii. Professional liability insurance coverage, including contractual liability, in an amount not less than \$1,000,000, and the Contractor shall maintain such coverage for at least two years from the termination of this agreement. During this two-year period, the

Contractor shall use the Contractor's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

B. *Indemnification.* Each party agrees to provide the following indemnification:

- a. To the extent permitted by Idaho law, Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement.
- b. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

6. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

- A. *Governing Law.* The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement. Venue for any dispute arising out of this agreement shall be in the Third Judicial District, County of Canyon, State of Idaho. The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this agreement may be filed as a written consent to a trial by the court.
- B. *Severability.* Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation

7. EXTENT OF AGREEMENT AND AMENDMENTS

- A. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the County and Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

- B. County may furnish to Contractor a signed copy of this Agreement by scanned or facsimile media and Contractor may rely upon the authority of such media.
- C. This Agreement may be amended only by written instrument duly executed by both County and Contractor. For purposes of signatures on any amendments, County and Contractor agree that e-mail directives, scanned, or faxed signatures are acceptable and that each party may rely upon the authority of such communications.
- D. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld.

8. TERMINATION OF THE AGREEMENT

- A. *Termination for Non-Performance.* If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance as set for in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- B. *Voluntary Termination.* At any time either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days written notice to the other party prior to the effective date of termination.
- C. *Excused Performance.* If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

9. PAYMENT

- A. County agrees to pay Contractor twenty dollars (\$20.00) per hair cut performed at the Center.

- B. Contractor shall submit monthly invoices for services rendered and for direct expenses incurred. County shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.
- C. All account balances not paid in full with thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- D. All fees and costs incurred by Contractor to collect overdue account balances shall be added to the account balance.
- E. Contractor shall be responsible for all withholding and payroll taxes relative to Contractor's employees.

10. MISCELLANEOUS

- A. *Legislatively Mandated Certification Concerning Boycott of Israel.* Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- B. *Legislatively Mandated Certification Concerning Companies Owned or Operated by the Government of China.* Pursuant to Idaho Code § 67-2359, Contractor certifies that it "is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- C. *Signing Authority.* The signing individual for Contractor represents that she/he has full authority to enter into this Agreement on behalf of Contractor, knowing that the County will rely thereon.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as dated below.

CONTRACTOR:

DATED this 7th day of April, 2026.

Dall Willis
Signature

Danielle Willis
Printed Name




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FOR BARBER SERVICES**

Agreement No. 26-039


DATED this 14th day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk