

CANYON COUNTY INDEPENDENT CONTRACTOR AGREEMENT

FOR HEARING EXAMINER SERVICES FOR CANYON COUNTY

THIS AGREEMENT made between Canyon County, a political subdivision of the State of Idaho, herein "COUNTY" and Ashley Squyres, herein "CONTRACTOR," executed and effective this 2nd day of May, 2026.

The parties agree as follows:

1. **SCOPE OF WORK:** COUNTY engages CONTRACTOR to act in the capacity of a Hearing Examiner for Canyon County.

The CONTRACTOR will perform the work identified in the description attached hereto as "Exhibit A" and incorporated herein by reference. This agreement is not exclusive and the County retains the right to enter into agreements with other contractors for services under the same or similar scope of work.

2. **RIGHT OF CONTROL:** COUNTY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR agrees, however, that his/her other contracts or services shall not interfere with the performance of his services under this Agreement.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by COUNTY.

4. **TAXES AND BENEFITS:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible for paying, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law. Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee worker's compensation, pension, health, or other fringe benefit plans of COUNTY.

5. **LICENSES AND LAW:** CONTRACTOR represents that it possesses the skill and experience necessary to perform the services under this Agreement and fully comply with all relevant laws, ordinances, and regulations performance of the work.

6. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Except as agreed to in writing, CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services provided herein.

7. **EFFECTIVE DATE:** This contract will run from its date of final execution through September 30, 2026 ("Term") and can thereafter be renegotiated and/or renewed by mutual written agreement for subsequent terms.

8. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

9. **CHOICE OF LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.

10. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

11. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

12. **NON-APPROPRIATION:** This Agreement is contingent upon COUNTY appropriating the necessary funding to cover herein described obligations. If such funding is not received or appropriated, then, and in that event, COUNTY's obligations under the Agreement shall cease. Accordingly, each party shall be released from further performance under the Agreement without any liability to the other party.

13. **COMPENSATION:** The COUNTY shall pay CONTRACTOR following the compensation statement listed here:

- A. One Hundred Fifty Dollars (\$150.00) per Hearing Examiner case.
- B. Seventy-Five dollars (\$75.00) per hour for any other meetings specifically required by the Director of Development Services (Director).
- C. Sixty-seven cents (\$0.67) per mile, or the current federal mileage rate, whichever is greater, for each trip to and from meetings, not to exceed 25 miles each way.

Payment under the contract will be paid at a time consistent with Canyon County auditor's office pay dates.

14. **BILLING:** For billing purposes under this Agreement, CONTRACTOR agrees to provide COUNTY with a monthly written accounting report containing an itemized listing of all services rendered pursuant to this Agreement together with charges to COUNTY.

15. **REPORTING:** For record-keeping purposes under this Agreement, CONTRACTOR agrees to provide the COUNTY with a status report of the CONTRACTOR's progress and findings as requested by the Director.

16. **TERMINATION:** Either party may terminate this agreement without cause with sixty (60) day written notice.

17. **CONFLICT OF INTEREST:** Conflict of interest provisions in Idaho State laws and Canyon County ordinances shall apply to all actions of the CONTRACTOR under this scope of work. CONTRACTOR shall not participate in hearing an application where a conflict of interest, real or perceived, exists. Notice of any potential or real conflict by the CONTRACTOR shall be noticed to the Director immediately so case can be reassigned.

18. **MISCELLANEOUS:**

18.1 **CONTROLLING LAW:** The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.

18.2 **LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:**

CONTRACTOR must select and initial at least one of the following certifications:

Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract 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.

Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).

Contractor certifies that Contractor does not employ more than nine persons.



18.3 **LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.**

Pursuant to Idaho Code § 67-2359, Contractor hereby certifies that it "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." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.


DATED this 21st day of May, 2026.

BOARD OF COUNTY COMMISSIONERS

- 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"/>
<u>Not in attendance</u> _____ Commissioner Zach Brooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk

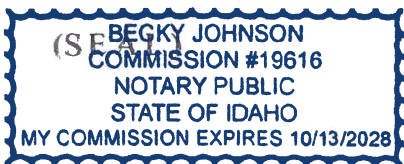
DATED this 12th day of May 2020.

CONTRACTOR

AS, President
Name/Title

STATE OF IDAHO)
ss.
County of Canyon)

On this 12th day of May, ~~Ashley Becky Johnson~~
~~Squires~~ before me, a Notary
Public in and for said State, personally appeared Ashley Squires known or
identified to me to be the person who executed the instrument on behalf of said corporation,
and acknowledged to me that such corporation executed the same.



Becky Johnson
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/13/20

EXHIBIT "A"
SCOPE OF WORK

Idaho Code, Title 67, Chapter 65, Local Land Use Planning, Section 67-6520, establishes that governing boards of local governments may appoint Hearing Examiners for hearing specific land use application types.

Canyon County Code: 07-03-007: HEARING EXAMINER:

Appointment, Authority, Duties and Procedures: Any hearing examiner appointed by the board shall perform such duties as assigned by the board pursuant to Idaho Code section 67-6520.

The Hearing Examiner is charged with making decisions on cases types authorized by state law and canyon county ordinances and assigned by the Director including Special Use Permits (Conditional Use Permits), Variances requiring public hearings, and Planned Unit Developments that do not involve the subdividing of land; and with making recommendations to the Board of County Commissioners on rezones, subdivision plats, and ordinance text amendments. The Hearing Examiner is to attend and hear all cases assigned and scheduled.

A. The Development Services Department shall be responsible for the following:

1. Assigning cases to the Hearing Examiner.
2. All noticing for cases required under Idaho Code 67-6509 and Canyon County ordinances.
3. All meeting logistics and operations including location, set up, recording and minute preparation.
4. Preparing staff reports with relevant and required agency and public comment received by the materials deadline, and submitting to the Hearing Examiner at least seven (7) days in advance of the scheduled hearing.

B. The Hearing Examiner shall be responsible for the following duties:

1. Review all staff reports and related materials in advance of the hearings.
2. Preside at the assigned public hearings and listen and consider testimony, consistent with hearing procedures provided in Idaho Code and Canyon County ordinance Chapter 1, Article 17, Land use/Land Division Hearing Procedures.
3. Close public hearing and deliberate on each case, unless in the sole opinion of the CONTRACTOR, additional information, materials, or input is required. In such instances, the hearing shall be continued to a date and time certain, as outlined in Canyon County Code Chapter 1, Article 17.

4. After consideration and review of the complete record, including but not limited to staff report and materials, applicant testimony and public input and testimony, prepare orders of decision and/or recommendations and submit to the Director within fifteen (15 days) from the date of the close of hearing.
 - a. Decision or recommendation shall comply with Canyon County ordinance Chapter 7, Zoning Regulations, include specification of:
 - (a) The ordinance and standards used in evaluating the application;
 - (b) The reasons for the recommendation or decision, addressing all relevant criteria; and
 - (c) The actions, if any, that the applicant could take to obtain an approval.
5. Review and sign orders (Findings of Facts and Conclusions of Law) as the official decision as scheduled by the Director.
6. Review and sign minutes of each applicable meeting as scheduled by the Director.
7. Invoice the Director following review and signature of orders of decisions and/or recommendations.
8. Provide reports of actions and case status as requested by the Director.
9. Defend his/her position if it is subject to legal challenge.