# INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made this 24th day of November, 2026, between Sarah J. Martin, having an address of 3901 2nd Avenue NE #202, Seattle, WA 98105, (hereinafter "CONSULTANT") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

**WHEREAS** Idaho Code § 31-801 grants general powers and duties, subject to the restrictions of law, to the boards of county commissioners in their respective counties; and

**WHEREAS** Idaho Code § 31-828 grants the Board authority "to do and perform all other acts . . . which may be necessary to the full discharge of the duties of the chief executive authority of the county government"; and

**WHEREAS** Canyon County Parks, Cultural & Natural Resources and its Director have established a need for services to prepare a nomination for the National Register of Historic Places for the Farmstead at 6466 Elm Lane, Nampa, Canyon County, Idaho; and

**WHEREAS** COUNTY has identified a need to consult with a historian with the expertise to complete the nomination, and CONSULTANT has the requisite experience expertise and willingness to provide such service to County; and

**WHEREAS** CONSULTANT has provided a SCOPE OF WORK attached hereto as Exhibit "A" that will satisfy the needs of COUNTY and the public;

**WHEREAS** COUNTY has determined that there are sufficient funds to complete this purchase of professional services that have been duly appropriated for expenditure in FY2027.

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

1. **CONTRACT:** COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the following project and work:

   Consultant will take all steps necessary as outlined in the Project Plan/Scope of work "Exhibit A" to complete the nomination for the National Register of Historic Places for the Farmstead at 6466 Elm Lane, Nampa, Canyon County, Idaho.

2. **TIME OF PERFORMANCE AND TERMINATION**: Parties agree that CONSULTANT shall commence work under this Agreement upon the execution of the Agreement. This Agreement shall expire at the conclusion or completion of the project, or upon thirty (30) days written notice by either party.



26-177

3. **COMPENSATION:** COUNTY agrees to pay CONSULTANT as compensation the sum of the estimate provided in Exhibit "A" for payment not to exceed $10,000.00. Expenses will be billed as actual costs and supported with receipts.

4. **INDEPENDENT CONTRACTOR**: The parties agree that CONSULTANT, the independent contractor of COUNTY, subject to a non-disclosure agreement - attached hereto as Exhibit "B" and incorporated by reference - and is in no way an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. COUNTY shall have no control over the performance of this Agreement by CONSULTANT except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONSULTANT'S supplies or equipment. CONSULTANT agrees to pay and be responsible for all taxes due to the compensation received under this contract.

CONSULTANT represents that neither they nor any of their principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred.

CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

CONSULTANT will not have the authority to authorize any deviation from the project contract; will not have the authority to bind the county to any contract or obligation; CONSULTANT agrees to act in a fiduciary capacity for COUNTY, employing best efforts to exercise their expertise on COUNTY's behalf.

5. **INSURANCE**: CONSULTANT agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, which shall name and protect CONSULTANT, COUNTY, and its officers, agents and 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 CONSULTANT 's acts. CONSULTANT shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

6. **INDEMNIFICATION:** CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONSULTANT, CONSULTANT''s agents, employees, or representatives under this Agreement.

7. **CERTIFICATION REGARDING OWNERSHIP OR OPERATION BY THE GOVERNMENT OF CHINA**: Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that it is not currently owned or operated by the government of China and will not, for

the duration of this contract, be owned or operated by the government of China. The terms used in this provision shall have the meanings assigned to them in Idaho Code section 67-2359.

**8. COMPLETION OF WORK**: All work required under this Agreement shall be fully completed no later than August 31, 2028. COUNTY shall have no obligation to grant or allow any extension of time beyond said date for CONSULTANT to satisfy any condition or perform any obligation under this Agreement. COUNTY shall have no obligation to pay for any work that is not fully completed by said date.

**9. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL, AND ATTORNEY FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state court of competent jurisdiction located in Canyon County, Idaho, or, if federal jurisdiction exists, in the United States District Court for the District of Idaho. CONSULTANT irrevocably consents to the jurisdiction and venue of such courts.

CONSULTANT knowingly and voluntarily waives any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement. COUNTY does not waive its right to a jury trial.

Neither party shall be required to submit a dispute to arbitration or mediation as a condition precedent to filing or pursuing litigation.

In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including fees and costs incurred in any appeal or in enforcing a judgment.

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

**11. SEVERABILITY:** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the extent necessary to make it valid and enforceable, consistent with the original intent of the parties, or, if modification is not possible, severed from this Agreement.

DATED this 20 day of November, 2026.

**"CONSULTANT"**

Sarah J. Martin

DATED this 24th day of November, 2026.

**BOARD OF COUNTY COMMISSIONERS**

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

| | Yes | No | Did Not Vote |
|---|---|---|---|
| Commissioner Leslie Van Beek | ✓ | | |
| Not available for signature<br>Commissioner Brad Holton | | | |
| Commissioner Zach Brooks | X | | |

ATTEST: JESS URRESTI, CLERK

By: D. Hoff
Deputy Clerk

SJM Cultural Resource Services LLC
3901 2nd Avenue NE #202, Seattle, WA 98105

Project Plan
October 26, 2026

**Project:** National Register of Historic Places registration form for 6466 Elm Lane, Nampa
**Client:** Chelsee Boehm, Historic Preservation Officer
Canyon County Parks, Cultural & Natural Resources
Email: chelsee.boehm@canyoncounty.id.gov
Office: (208) 402-4146

## I. Scope of Work

This Scope references a request for services to prepare a National Register of Historic Places registration form for the farmstead at 6466 Elm Lane, Nampa, Canyon County, Idaho. To complete this request, Sarah J. Martin (SJM) Cultural Resource Services shall complete the following

a. *Pre-field research and one site visit to the property*
This includes pre-field planning and research; a site visit to the property to meet with project team members and/or property owners to photograph and document the property, and to gather records, photographs, drawings, etc.

b. *Historical research and analysis*
This includes library/archive research; web-based research of newspapers, journals, maps, etc.; research-related correspondence and interviews, as needed; and digitization and file organization. Research shall focus on the history of local agriculture as it relates to the property, as well as the design and construction of the residence and barn, the farmstead's use over time, and its role in the community and in the broader story of Canyon County.

c. *Preparation and submittal of NRHP registration form*
This includes writing, editing, and compiling all parts of the NRHP registration form, including narrative sections, maps, digital photographs, and scanned images, per the requirements outlined in National Register bulletins *How to Complete the National Register of Historic Places Registration Form*, and *How to Apply the National Register Criteria for Evaluation*; consultation with the Idaho State Historic Preservation Office (SHPO) staff and Canyon County Parks staff; submission of the registration form electronically (Word and PDF files) via email and private weblink to the client; and edits as requested by client and/or SHPO and County staff.

EXHIBIT A

d. *Attend public hearing of Idaho Historic Sites Review Board*
This includes attending virtually or by telephone the public hearing at which the Idaho Historic Sites Review Board considers the NRHP nomination. Public meeting tasks may include giving brief remarks about the nominations and responding to questions.

Timeline

The timeline is based on the FY2026 CLG grant timeline. The nomination process needs to be completed by the summer of 2028.

| *Approximate Dates* | *Task* |
|---|---|
| On or before<br>Nov. 16, 2026 | Notice to Proceed; contract signed |
| Completed by approx.<br>Dec. 31, 2026 | Virtual kick-off meeting with client, stakeholders<br>Project planning<br>Prepare registration form |
| Completed by approx. Mar. 12, 2027* | Collect available property information from client/owner<br>Web-based and archival research<br>Outline narratives for registration form<br>Draft bibliography, maps/images appendices<br>Site visit to property (TBD based on schedules, weather) |
| Completed by approx.<br>May 7, 2027* | Submit complete draft NRHP registration form to client, owner, SHPO for review, feedback |
| TBD | Consultation with client/SHPO on revisions, next steps<br>Submit revised registration form to client, owner, and SHPO |
| TBD* | Prepare for, attend (virtually or by phone) meeting of Idaho Historic Sites Review Board<br>Consultation with client, owner, and SHPO, as needed |
| *Invoice | |

## II. Deliverables

SJM Cultural Resource Services shall provide the following deliverables:

1. A complete NRHP registration form and photograph files, per SHPO and NPS guidelines, to be submitted electronically via email and private weblink to the client team and SHPO

## III. Professional Fees & Reimbursable Expenses

Professional fees to complete the Scope of Work outlined in Section I will be **$8,330**. Reimbursable expenses are estimated not to exceed **$950** and include travel expenses (airfare, hotel, and car/fuel) and research-related fees. The total project cost is estimated to be **$9,280.**

See the table below for details.

| *Professional Tasks* | *Fee* |
|---|---|
| 1. Project management & consultation | $ 680 |
| 2. Site visit prep, on-site meeting, local research | $ 850 |
| 3. Research & analysis | $ 2,550 |
| 4. Writing, editing, application production & submittal | $ 3,740 |
| 5. Application revisions, public hearing prep & attendance | $ 510 |
| *SUBTOTAL* | $ 8,330 |
| | |
| *Direct Expenses (Reimbursable with receipts)* | Estimate |
| Estimated travel expenses: airfare, 1 night hotel, car/fuel | $ 900 |
| Repository fees, printing, scans, etc. | $ 50 |
| *SUBTOTAL* | $ 950 |
| | |
| *TOTAL* | $ 9,280 |

*Insurance*

SJM Cultural Resource Services LLC maintains *Automobile Liability* insurance with a minimum $1,000,000 limit on bodily injury per person; $1,000,000 limit on bodily injury (per accident); and $1,000,000 limit on property damage. It also maintains *General Liability* insurance with a $1,000,000 per occurrence limit ($2,000,000 aggregate) and *Professional Liability* insurance with a $1,000,000 per occurrence limit ($1,000,000 aggregate). Requests for additional or modified coverages may result in adjustments to the proposed project budget.

CLIENT

Name/ Title Date
Organization
Client

CONSULTANT

Sarah J. Martin 11/20/2026

Sarah J. Martin, Historian Date
SJM Cultural Resource Services LLC
Consultant

## EXHIBIT B

### Independent Contractor Non-Disclosure Agreement

WHEREAS Canyon County ("County") intends to negotiate entry into a professional services agreement with Sarah J. Martin ("Consultant"), for Consultation Services.

WHEREAS in the course of so negotiating, prior to final execution of any contract, and during the pendency of such contract, County may necessarily make available to Consultant certain confidential information, potentially including personnel information exempt from public disclosure pursuant to Idaho Code section 74-106.

WHEREAS Consultant acknowledges that she will derive significant value from the County's provision of certain confidential information to enable her to negotiate the terms of a potential contract with the County and to optimize the performance of her subsequent duties under such contract.

NOW THEREFORE, Consultant agrees at all times preceding, during, and after any term of engagement as an independent contractor to County, to hold in strictest confidence, and not to disclose to any person or entity without written authorization of the County Board of Commissioners, any confidential information of the County, including but not limited to personnel information and data security system information.

Consultant further agrees to indemnify, defend, and hold harmless County, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or performances or activities of Consultant under this Non-Disclosure Agreement.

Sarah J Martin

Consultant Name (printed)

Sarah J Martin

Consultant Signature