



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, P.E., Public Works Director

Date: 12-3-2025

Agenda Item: Approval of Hiller Fire Monitoring Agreement for City Hall

Agenda Item Location

Consent Calendar

Recommended Action or Motion

City Staff recommends the approval and authorization of the mayor to sign the quote from Hiller Fire, not to exceed without prior authorization, for \$588 per year.

Summary

This is a quote from Hiller Fire to manage our fire system and perform monitoring services for us. The owners of Firetronics sold their company last year to Hiller Fire. This agreement is for Hiller Fire to take over the monitoring services that we currently are receiving at the same price that we were paying with Firetronics.

Fiscal Impact

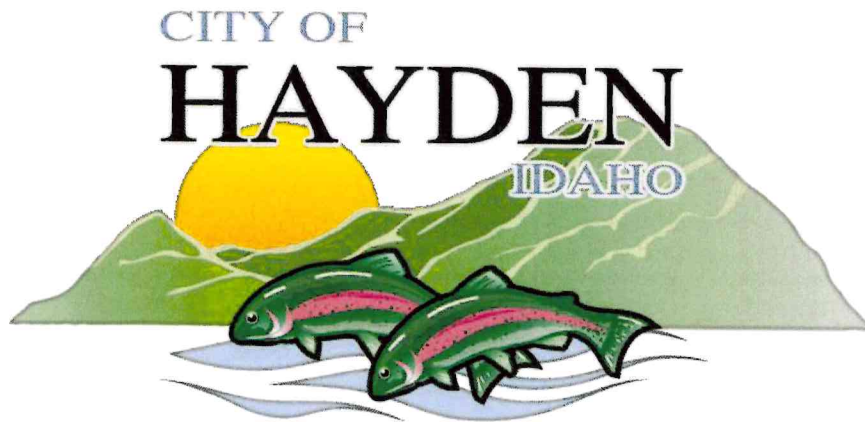
This scope of work and agreement is included in the FY2026 budget; therefore, this has no fiscal impact on the FY2026 budget.

Budget Funding Source / Transfer Request

GL Code #110-811-54301 – Building Maintenance and Repair

Attachment

Attached below is the Hiller Fire Monitoring Agreement.



PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between The City of Hayden Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, HILLER FIRE, herein "CONSULTANT".

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONSULTANT to perform fire alarm monitoring services for Hayden City Hall.
2. **PAYMENT:** ENTITY agrees to pay CONSULTANT for their services rendered under this Agreement at the attached lump sum, as dictated by the Hayden City Council and communicated to the CONSULTANT. The parties agree that CONSULTANT will invoice ENTITY for payment under this Agreement for services rendered herein.
3. **RIGHT OF CONTROL:** CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
4. **INDEPENDENT CONSULTANT RELATIONSHIP:** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT understands that CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT further understands that CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.
6. **LICENSES AND LAW:** CONSULTANT represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONSULTANT further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

8. WORKER'S COMPENSATION: CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that the CONSULTANT may employ, and provide proof to ENTITY of such coverage or shall provide proof that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.

11. WARRANTY: CONSULTANT warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: CONSULTANT agrees to indemnify, defend, and hold harmless ENTITY, 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 act and/or any performances or activities of CONSULTANT, CONSULTANT's agents, employees, or representatives under this Agreement.

13. WAIVER OF CLAIMS: CONSULTANT, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.

14. 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.

15. 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.

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

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

18. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONSULTANT employs ten (10) or more persons, CONSULTANT 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 section 67-2346 shall have the meaning defined therein.

19. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

20. Certification that Company is Not Currently Owned or Operated by the Government of China. Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company 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 defined in Idaho Code section 67-2359 shall be the meaning defined therein.

DATED this _____ day of _____, 2025.

ENTITY:

Mayor

ATTEST:

City Clerk

CONSULTANT: HILLER FIRE

By _____

Owner

Cindy Macdonald
General Manager

Form and content approved by Fonda Jovick, as attorney for the City of Hayden.



From **Hiller Spokane**
10311 East Montgomery
Drive
Spokane Valley WA 99206
509-290-5447
hillerfire.com
WA CONT:
DFIREF*8050S, WA
ELEC: DFIREF*809N7, WA
LIC: 604643802, ID CONT:
FPSC-154, ID PW: 049359

Quote No. **2126065**
Type Sales
Prepared By Angie Stamps
Created On 08/06/2025
Valid Until 01/31/2026

Quote For **CITY OF HAYDEN**
8930 N GOVERNMENT
WAY
HAYDEN ID 83835-9214

Description of Work

FIRE ALARM MONITORING AGREEMENT

SUBSCRIBER ADDRESSES:
8930 N Government Way
Hayden, ID 83835

HILLER WILL PROVIDE THE SERVICES LISTED BELOW:

Services:

PROGRAM MONITORING INFORMATION INTO ON-SITE FIRE ALARM PANEL Y
PROGRAM MONITORING INFORMATION INTO ON-SITE SECURITY ALARM PANEL N
CENTRAL STATION MONITORING SERVICES PROVIDED:

Commercial Fire Alarm

TIMER TEST FREQUENCY: **Daily, Monthly**

OPEN / CLOSING REPORTS: Y/N

Frequency: **Daily, Weekly, Monthly**

SYSTEM REPORTS: Y/N

Frequency: **Daily, Weekly, Monthly**

COMMUNICATOR TYPE TO BE MONITORED

Primary Cellular Communicator

THE CONTRACT DATE BEGINS AT THE TIME HILLER ACTIVELY BEGINS MONITORING THE SYSTEM AND THE FULL ANNUAL AGREED AMOUNT WILL BE INVOICED AT THAT TIME UNLESS OTHERWISE SPECIFIED.

TO CUSTOMER:

- I understand the reliability of the internet transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of Hiller

- I understand that a cellular communicator will aid in the transmission of alarm signals in the event the primary communication line (telephone or internet if used) is out of service for any reason
- I understand that a cellular communicator is the sole source for transmission of alarm signals to the central station
- I understand the reliability of the radio transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of Hiller
- I understand that with the introduction of new technologies, phone companies are not supporting the maintenance of the copper phone lines and the reliability of those phone lines is out of the control of Hiller
- Provide and maintain (2) separate phone lines. One dedicated to the exclusive use of the Fire Alarm Panel. **Note: This is not required for cellular, radio, or IP communicators used as Sole Path.**

Services to be completed

[Alarm Monitoring] Location - Building

Annual monitoring of the fire alarm. This agreement will start on Jan 1, 2026.

Estimated Completion: 01/01/2026 to 12/31/2026

Parts, Labor, and Items	Quantity
FIRE ALARM MONITORING AGREEMENT ANNUAL BILLING T-EXEMPT	1
GRAND TOTAL	\$588.00

Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [<https://hillerfire.com/terms-and-conditions-monitoring-1/>]
[\(https://hillerfire.com/terms-and-conditions-monitoring-1/](https://hillerfire.com/terms-and-conditions-monitoring-1/) "https://hillerfire.com/terms-and-conditions-monitoring-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____