



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 4-8-2026

**Agenda Item: Agreement with Pointe Pest Control at Public Works Facility**

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommend the approval and authorization of the mayor to sign the commercial services agreement with Pointe Pest Control in the amount of, not to exceed without prior approval, \$350 initial setup and \$250 quarterly after.

## **Functional Impact of Authorizing**

The city has an agreement with Pointe Pest Control for proactive pest control services at city hall. We want to implement a similar system of pest control at our new Public Works facility. This system will help with the health and well-being of our public works employees.

## **Functional Impact of Not Authorizing**

If this is not approved, then we will not implement a pest control system at public works facility.

## **Fiscal Impact**

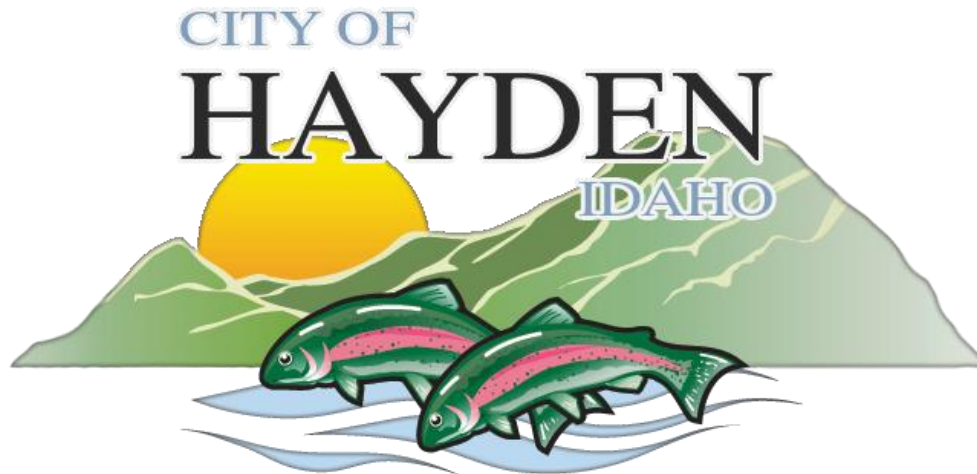
This is included in the FY2026 budget. It does not exceed the amount that was budgeted. Therefore, it does not impact the FY2026 Budget.

## **Budget Funding Source**

GL 110-811-54301-3221 – Building Maintenance and Repair.

## **Attachments**

Commercial Services Agreement from Pointe Pest Control.



### **INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and POINTE PEST CONTROL, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation of a general pest control system as per Attachment 1.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project as specified in Attachment 1.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$350 for initial setup and \$250 quarterly after without prior approval by Council.
4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY 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 the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.
5. **WARRANTY:** CONTRACTOR 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. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. **INDEMNIFICATION:** CONTRACTOR 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 to the extent such is caused by the negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR 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 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY 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 CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **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 CONTRACTOR employs ten (10) or more persons, 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 section 67-2346 shall have the meaning defined therein.

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

12. **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.

13. **Certification that Company is Not Currently Owned or Operated by the Government of China.** Pursuant to Idaho Code section 67-2359, CONTRACTOR 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 April, 2026.

ENTITY:

CITY OF HAYDEN

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
Clerk

CONTRACTOR: POINTE PEST CONTROL

By: Mark Snow

Its: SERVICE MANAGER

WITNESS:

\_\_\_\_\_

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



Pointe Pest Control LLC reserves the right to photograph the work area before, during, and after the proposed work. All photographic materials that are taken are used for education and training purposes. No personal identifiers (such as names, addresses, phone numbers, emails, or financial information, etc) of photographic materials will be displayed or disclosed without prior approval by the owner.

## TERMS AND CONDITIONS

Pointe Pest Control agrees to provide service in accordance with the terms and posts indicated on this agreement. Wood-destroying organisms are excluded unless specifically identified as being included in this agreement. Charges for this service are based on the present structure and areas to be serviced. If additional structures including the expansion of the present structure) are placed on the premises, the current rate will be renegotiated. All rodent equipment remains the property of Pointe Pest Control unless specifically noted. Client is responsible for the replacement of missing or damaged equipment at market value price.

Fees for services may be revised if material change to specifications or other contract elements are requested during the term of this contract, including but not limited to, pests covered, frequencies of service and administrative requirements. Additional services request for pest activity covered under this agreement will be provided by Pointe Pest Control at no additional charge assuming the structural and/ or sanitation deficiencies, if any, have been corrected by the client. If the structural/sanitation deficiencies have not been resolved within 10 days of written notification, Pointe Pest Control reserves the right to charge additional service fees on a time and material basis for additional service requests between normally scheduled services.

Results of service are related to and depend on cooperation by the client and/or tenants including accessibility to the premises and recommended preparation before service. Customer agrees to notify Pointe Pest Control, prior to technician rendering service, of any occupant of the premises who is allergic or sensitive to chemicals. Client agrees to make the premises available for service and to accept such service as designated on the agreement. The client agrees to cooperate with Pointe Pest Control in a reasonable manner necessary to facilitate treatment and control, including following to the best of their ability all recommendations specified in our written Invoice/Service Reports.

This agreement is for an initial term of twelve (12) months and shall continue thereafter on a month-to-month basis until terminated by either party on thirty (30) days written notice. All warranties are based on acceptance of our on-going services. Special one-time services are warranted for the period of time stated on the reverse side of this agreement. All fumigations are performed without any explicit or implied warranty for the elimination of insects or rodents within a structure.

### Warranty Limitation and Disclaimer

Pointe Pest Control warrants that our service will be performed to the best of our ability. Should purchaser of our services or products be dissatisfied or suffer damages from our service, the following remedy will be provided.

1. Pointe Pest Control will re-service location or product, or
2. Pointe Pest Control will refund service or product fees.

Pointe Pest Control will not be liable for consequential or incidental damages or losses. The terms of this Warranty Limitations and Disclaimer cannot be varied by any written or verbal statements or agreements. Any employee or sales associated of the seller is not authorized to vary or exceed the terms of this Warranty Limitation and Disclaimer in any manner.

PPC is committed to resolve your Bed Bug infestation. Due to the complexities of Bed Bug biology, habitats, travel patterns, variety of infestation levels, and the amount of preparation needed for each situation, it is crucial to have full access to a clean orderly environment for treatment of property. Property management and tenant are responsible to maintain treatment service frequency (not to skip) otherwise, additional paid treatments may be necessary. Prices for follow up treatments are outlined in the agreement. Property managers are responsible to report any tenant turnover to PPC. PPC will perform an inspection of the new tenants apartment on the following regularly scheduled visit. Customer agrees that lack of preparation will cause a less effective treatment, therefore, additional treatments and costs may be necessary.

Cockroach 3 Service Protocol Warranty - PPC will honor a 30 day guarantee after final cockroach treatment.

# Job Detail Sheet

## Commercial

Protecting Public Health & Property

### JOB INFORMATION

Service Contact Person: **City Of Hayden**

Relationship to service:

Service Check-In Location:

Cell Phone #: **(208) 209-1085**

Alt. Phone #:

#### Initial Service Detail:

#### Brief Description:

We will be providing General Pest Control service for Hayden Public Works across all four buildings, with a focus on rodent activity, general pest prevention, and exterior maintenance.

At the main office (single-story with a basement), service will include both interior and exterior treatments. Mice droppings were observed in the basement, so we will address this with targeted interior treatment and ongoing monitoring. Exterior treatment will be applied around the foundation, entry points, windows, and doors to reduce pest entry.

For the remaining three buildings, we will perform exterior treatments to control and prevent general pest activity. Bait stations will be installed and maintained around and, where appropriate, inside each building at the technician's discretion to help reduce rodent pressure.

Interior treatments will be performed in the shop and wash room areas as needed based on activity and use of the space. The Parks work building in the rear will also receive treatment within the enclosed area to address and prevent pest issues.

On a quarterly basis, we will monitor and treat for spider and wasp activity on the exterior of all buildings to maintain a clean and controlled environment.

Goal: Reduce current pest and rodent activity while providing consistent, ongoing protection across all facilities.

#### Other Important Service Information:

#### Preferred Service Day & Time:

#### Parking Instructions:

#### Property Alarm System/Access Codes Needed:

**Sign Agreement Below**