



Memo

To: Mayor and Hayden City Council

From: Ty Kovatch, Deputy Public Works Director

Date: June 4, 2025

Agenda Item: Approval of Contract for Parks Patrol and Restroom Security

Agenda Item Location

Consent

Recommended Action or Motion

Staff recommends the approval and authorization for the mayor to sign the Independent Contractors Agreement with Gates Security, not to exceed without prior authorization, \$24,500.

Functional Impact of Authorizing

This contract is for security patrol services and closing and vacating restroom facilities at Honeysuckle Beach, McIntire Family Park, Finucane Park, and Croffoot Park nightly and re-opening them daily for park users. These services will be provided beginning May 1st through Tuesday following Labor Day each year of the contract. The contract provides rates for additional security services at the discretion of the City. A passive security presence at city park facilities will help deter undesirable activity during the summer months when it is most prevalent. Unlawful activity has a greater chance of being observed and reported to the Kootenai County Sheriff's Office for response.

Functional Impact of Not Authorizing

Restroom facilities will remain open overnight during summer months and will continue to be found with people sleeping, vandalizing, and engaging in illegal drug use at the expense of other users and the City.

Fiscal Impact

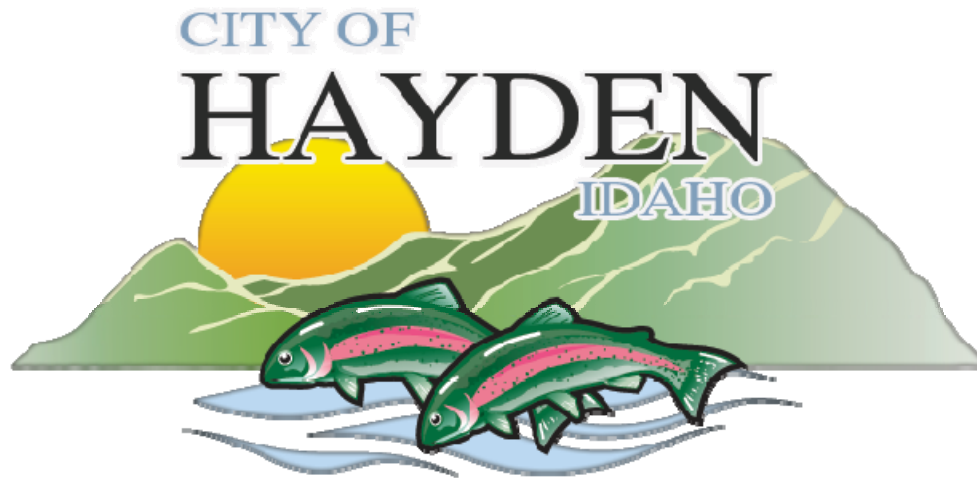
The cost of this is budgeted in the fiscal year 2024-25 budget and is proposed in the 2025-26 budget.

Budget Funding Source / Transfer Request

Security Patrol Contract, GL 110-541-53104

Attachment

Independent Contractors Agreement with Gates Security



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and GATES SECURITY, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform periodic security patrol and securing of restrooms nightly at 10:00 PM and re-opening them each morning at 6:00 AM at Honeysuckle Beach, McIntire Park, Croffoot Park, and Finucane Park, with optional additional services and rates as outlined in the attached addendum.

CONTRACTOR agrees to provide all materials and services associated with the services referenced herein.

2. **TIME OF PERFORMANCE AND TERMINATION:** Patrol and restroom opening and closure shall occur daily during the period from May 1 – the Tuesday following Labor Day each year of the contract period, with patrols occurring nightly between the hours of 9 PM and 6 AM. The duration of the contract shall be from the date of approval by the City Council through September 7, 2027. This contract may be terminated by ENTITY or CONTRACTOR for any reason with 30 days written notice.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR at the rates outlined in the attached addendum, invoiced monthly, in a total amount not to exceed \$24,500 over the life of the contract without prior approval from the City 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 3 day of June, 2025.

ENTITY:

CITY OF HAYDEN, IDAHO

By: _____

Mayor

ATTEST:

Clerk

CONTRACTOR:

Kelly International LLC, DBA: Gates Security

By:  _____

Its: Commander Griffen Dietrich

WITNESS:

ADDENDUM 1 – Scope of Work

During the period from May 1 through the Tuesday following Labor Day during each year of the Contract, Gates Security will:

- Vacate any occupants and close restroom facilities at approximately 10:00 PM daily and re-open them by no later than 7:00 AM daily.
- Conduct daily, periodic patrols during overnight hours of 9:00 PM – 6:00 AM at the following City of Hayden locations:
 - Finucane Park – 550 East Prairie Avenue
 - Honeysuckle Beach – 2369 East Honeysuckle Avenue
 - Croffoot Park – 1347 West Lancaster Road
 - McIntire Family Park – 8930 North Government Way
- Gates Security patrols should function as a visible presence and passive deterrent to undesirable activity. Unlawful activity observed by Gates Security should be referred to the Kootenai County Sheriff for response.
- Gates Security shall provide training to its staff engaged in this contract in situational awareness and de-escalation best practices.

FEES:

- Fees for the services described in the scope above shall be \$70.71 per day during the period from the Friday before Memorial Day through the Tuesday following Labor Day, billed monthly through the term of the Contract.
- Patrol service as needed within the same timeframes for other locations within the City of Hayden may be added with 24-hours notice at a rate of \$16.51/day/location. Patrols at these locations may be ended at the City's discretion with 24 hours notice.
- Patrol service needed outside of the calendar period may be added at a rate of \$72/day.
- In the event a Gates Security staff member is required to appear in court on behalf of the City of Hayden, the fee shall be a minimum four (4) hours at an hourly rate of \$33/hour, or the actual hours required for the appearance up to a maximum of 8 hours per day, whichever is greater.

PAYMENT

- The City Council meets the 2nd and 4th Tuesday of each month. Invoices submitted two weeks prior to each Council will be processed for payment within 10 days following Council approval.