



# Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 4-22-2026

**Agenda Item: Independent Contractor Agreement with Access Unlimited for Honeysuckle Beach**

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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 independent contractor agreement with Access Unlimited in the amount of, not to exceed without prior approval, \$4,644.85.

## **Functional Impact of Authorizing**

Honeysuckle Boat Launch has a security camera system to watch over the boat launch and restroom facilities. There are a couple of cameras that need to be replaced and a couple of cameras that require some maintenance done to them, so they operate properly. This agreement is to complete that work.

## **Functional Impact of Not Authorizing**

If this is not approved, then we will not have our cameras at the Honeysuckle Boat Launch fixed or replaced.

## **Fiscal Impact**

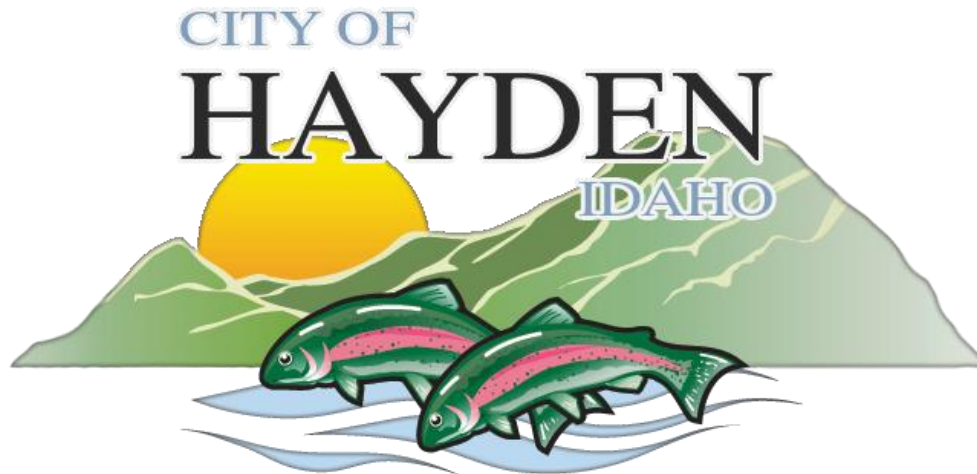
This agreement is not included in the FY2026 budget, but it does not exceed the amount that was budgeted. Therefore, it does not impact the FY2026 Budget.

## **Budget Funding Source**

GL 112-241-54312 – Boat Launch Operation and Maintenance.

## **Attachments**

Independent Contractor Agreement with Access Unlimited.



### **INDEPENDENT CONTRACTOR AGREEMENT**

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation and repair of security cameras at Honeysuckle Boat Launch Facility 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 \$4,644.85 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: ACCESS UNLIMITED

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

Its: President \_\_\_\_\_

WITNESS:  \_\_\_\_\_

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

Invoicing Address:  
City of Hayden, Accounts Payable  
8930 N. Government Way  
Hayden ID 83835  
United States

City of Hayden  
8930 N. Government Way  
Hayden ID 83835  
United States

Shipping Address:  
City of Hayden  
8930 N. Government Way  
Hayden ID 83835  
United States  
☎ (208) 772-4411

## Quotation # S08178

Quotation Date:  
04/16/2026

Expiration:  
05/16/2026

Salesperson:  
Chad Eckberg

### Scope of Work

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- Scope of Work – Camera Modifications and Replacement
- Project Overview:
- This scope outlines the removal, relocation, and replacement of existing video surveillance equipment, along with investigation of a potential water intrusion issue.
- Work to be Performed:
  - Camera Removal
    - Remove and dispose of two (2) existing cameras located on the west side of the bathroom.
  - New Camera Installation
    - Furnish and install one (1) 270-degree camera on the southeast corner of the building.
    - Install a parapet mount to properly support and position the new camera.
    - Reuse existing camera cabling for the new installation, verifying integrity and functionality prior to connection.
  - Camera Replacement
    - Replace the existing dome camera located on the northwest side with a new dome camera.
    - Ensure proper alignment, focus, and integration into the existing video management system.
  - Water Intrusion Investigation
    - Inspect the northwest camera location for signs of water intrusion.
    - Report findings to the owner or general contractor.
    - Note: Repair of any identified leak is excluded from this scope unless otherwise directed.
- Exclusions:
  - Repair of water leaks or building envelope deficiencies.
  - New cabling or conduit installation beyond reuse of existing cable.
  - Patching, painting, or finish repairs unless specifically noted.

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(509) 241-0563 | [accounting@ausecurity.net](mailto:accounting@ausecurity.net) | [sales@ausecurity.net](mailto:sales@ausecurity.net) | [service@ausecurity.net](mailto:service@ausecurity.net) | [ausecurity.net](http://ausecurity.net)

Description

Wisenet P series network vandal outdoor Multi-Directional camera [AI ON] 4CH x 8MP @ 15FPS / [AI OFF] 4CH x 8MP @ 20FPS, Motorized Varifocal Lens with PTRZ function

Parapet Mount Accessory, compatible with all full size outdoor PTZs and all caps, White

Cap Adapter for PNM-9084RQZ(1), PNM-9085RQZ(1)

Project Labor

Replace cover and add cover

Weather cap compatible with: PNM-9031RV / PNM-9022V

Project Labor

COVER-OPTICAL\_HC;DOME-INDOOR-PTZ

Subtotal \$ 657.00

<b>Untaxed Amount</b>	\$ 4,644.85
Sales Tax Exempt	\$ 0.00
<b>Total</b>	\$ 4,644.85

Please submit all purchase orders to [orders@ausecurity.net](mailto:orders@ausecurity.net)

## Contract Terms & Conditions Agreement

This Agreement shall commence on the "Estimate Date" stated above and shall remain in effect until all obligations under this Agreement have been completed. All Clients agree to the following terms:

### Firm Fixed Price (FFP) Terms

All pricing in this Sales Order is based on a Firm Fixed Price (FFP) model. The total contract amount is determined by the defined Scope of Work and is not subject to adjustment based on time, materials, or hours worked. Any labor hours listed are for internal planning reference only and do not impact the fixed price.

If the Scope of Work is modified, expanded, or otherwise changed, such changes must be documented in a written change order approved by both parties. Any approved changes may result in an adjustment to the fixed price and/or delivery schedule.

### Expenses

(509) 241-0563 | [accounting@ausecurity.net](mailto:accounting@ausecurity.net) | [sales@ausecurity.net](mailto:sales@ausecurity.net) | [service@ausecurity.net](mailto:service@ausecurity.net) | [ausecurity.net](http://ausecurity.net)

Reasonable and necessary business and travel expenses incurred by Access Unlimited & Security, Inc. shall be reimbursed by Client upon submission of expense reports with backup documentation, except that no travel expenses shall apply for assignments within a 10-mile radius of downtown Spokane, Washington. All expenses over \$50 and associated travel plans must be approved in advance by Client.

#### Payment

Access Unlimited & Security, Inc. shall provide detailed invoices and maintain supporting documentation for one year. Client shall make full payment within fifteen (15) days of invoice. Invoices not paid by the 30th day are considered delinquent and subject to a 1% monthly finance charge (12% per annum). Returned checks are subject to a \$30.00 fee. If legal action is required to collect unpaid amounts, Client shall be responsible for all costs of collection, including reasonable attorney's fees. All amounts are in U.S. Dollars.

#### Warranties

Access Unlimited & Security, Inc. represents and warrants that:

1. It has the experience and ability to perform the services required under this Agreement;
2. It will perform such services in a professional, competent, and timely manner;
3. Its performance will not infringe upon or violate the rights of any third party or applicable laws.

Access Unlimited & Security, Inc. shall retain exclusive discretion over the general procedures and formats used in the delivery of services.

#### Confidentiality

Access Unlimited & Security, Inc. acknowledges that this Agreement creates a confidential relationship with the Client. Information concerning the Client's business affairs, customers, vendors, finances, operations, technology, or other proprietary matters (collectively, "Confidential Information") shall be treated as confidential.

Confidential Information does not include information that (i) was publicly known at the time of disclosure, (ii) becomes public through no fault of Access Unlimited & Security, Inc., (iii) was rightfully received from another source without restriction, or (iv) is required by law to be disclosed.

#### Non-Disclosure

Access Unlimited & Security, Inc. agrees that it will not disclose any Confidential Information to third parties without Client's consent, and shall bind its employees and subcontractors to this same obligation. Upon termination of this Agreement, and if requested by Client, all confidential materials in Access Unlimited & Security, Inc.'s possession shall be returned.

Access Unlimited & Security, Inc. shall not be liable for damages arising from inadvertent or accidental disclosures unless caused by gross negligence or willful misconduct.

#### Ownership of Work Product

All work product created in connection with this Agreement shall remain the exclusive property of the Client upon full payment of all fees due. Access Unlimited & Security, Inc. shall not sell, transfer, disclose, or otherwise make the work product available to any third party without prior written consent from the Client.

#### Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington. Venue shall lie, at the election of Access Unlimited & Security, Inc., in Spokane County Superior Court, Washington. Client consents to jurisdiction in Washington for any matters arising from this Agreement or its enforcement.

#### Lawful Use of Services

Client agrees to use all services provided under this Agreement solely for lawful purposes. Any illegal use shall constitute a breach of this Agreement and may result in immediate termination, with forfeiture of all fees paid.

#### Termination and Cancellation

Client may terminate this Agreement for any reason with thirty (30) days' written notice. Upon termination, Client shall remain responsible for all costs and work performed through the effective termination date.

Client's cancellation at any time shall result in forfeiture of any deposit paid.

#### Entire Agreement

This Agreement contains the full understanding between the parties and may only be amended by a written agreement signed by both parties.

#### Additional Terms

100% of hardware costs are due upon signing. The balance of the contract is due upon completion. Down payments are calculated based on the estimated value of work to be performed.

#### Authorized Signatures

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (Print):

TITLE: \_\_\_\_\_



Access Unlimited and Security  
2615 N Cincinnati St STE 101  
Spokane WA, 99207

SIGNATURE: \_\_\_\_\_

## Payment Terms

Payment is due within 30 days from the date of the invoice. Check, cash, credit card, and debit card payments are accepted. However, there will be a 3% surcharge fee for all credit card and debit card payments.

Accounts past due are subject to a service charge fee of 1% per month.

Report any discrepancies immediately.

Please reference invoice number during payment.