



# 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 Safety Service Agreement for City Hall**

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

City Staff recommends the approval and authorization of the mayor to sign the service agreement from Hiller Fire, not to exceed without prior authorization, for \$1,540.

## **Summary**

This agreement from Hiller Fire is to perform inspections and testing for the City Hall fire system. This includes inspections on our fire extinguishers and system alarms. We are required to have our fire system inspected bi-annually and this agreement will help us fulfill that requirement.

## **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 Safety and Service 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 the work as detailed in attachment 1 of this agreement.
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:

CONSULTANT: HILLER FIRE

\_\_\_\_\_  
Mayor

By

  
Owner

ATTEST:

CINDY Macdonald  
General Manager

\_\_\_\_\_  
City Clerk

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



**From** **Hiller Spokane**  
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hillerfire.com  
WA CONT:  
DFIREF\*805OS, WA  
ELEC: DFIREF\*809N7, WA  
LIC: 604643802, ID CONT:  
FPSC-154, ID PW: 049359

**Quote No.** **2126444**  
Type Inspection  
Prepared By Angie Stamps  
Created On 08/08/2025  
Valid Until 11/30/2025

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

## Description of Work

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### HILLER FIRE & LIFE SAFETY SERVICE AGREEMENT

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#### EXECUTIVE SUMMARY

*Local Presence. Global Strength.*

Thank you for allowing The Hiller Companies, LLC. the opportunity to propose your Fire & Life Safety test & inspection services to protect your facility. For more than 100 years, we have been laser-focused on one goal, *making the world a safer place*. We believe in offering every client the personalized, hands-on service of a smaller company with the support and expertise of a global business. Hiller has invested in a team of technicians that are NICET, NFPA, and State certified, as applicable, with an average of over 15 years of experience. This agreement has been specifically developed to support your Fire & Life Safety systems compliance goals and demonstrate Hiller's capabilities to ensure proper documentation of all inspection and testing reports related to your facility.

Our customized approach, coupled with outstanding customer service, is the Hiller difference.

Technology and Compliance Driven Results powered by ServiceTrade, you can track and monitor each step of the process we use to maintain your fire protection systems. This application allows for online scheduling, report delivery, eQuotes, and access to service history records. Our customers can be assured that access to Hiller through ServiceTrade allows for stronger relationships through better communication, real-time perspective on compliance of your systems, and timely access to your reports.

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#### HILLER PROMISE

Hiller is committed to maintaining compliance with NFPA and local standards, minimizing false alarms and business disruption, ensuring the safety of building occupants and staff, and keeping comprehensive service reports and documentation. Maximum uptime and reliability are a top priority and are accounted for with regularly scheduled testing and inspections of the fire and life safety systems. Employee safety and protecting company equipment and property are vital to business continuity and reputation. Ongoing testing, inspection, and maintenance services help keep your systems fully functional and costs down.

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- AHJ / Compliance Engine by Brycer fees and online document submittal management unless listed in the scope of work.
- Any fee(s) associated with a billing portal to upload invoices will be added to the invoice.
- Price does not include labor and/or material for repairs, re-test fees, or troubleshooting.
- Due to safety requirements, interface devices that are not serviced by Hiller will not be tested without the service provider present (i.e.: fire doors, elevator and elevator shaft, sprinkler devices, hood suppression, etc.).
- Customer and/or Engineering staff to assist with auxiliary function testing and resetting of equipment (elevators, HVAC/mechanical equipment, power, etc.).
- Due to safety requirements, devices in the elevator & elevator shaft will not be tested unless a qualified elevator technician is on hand to lock out the elevator equipment. Return trips to test elevators not tested during the scheduled test date will be billed in addition to any quoted inspection price.
- Due to OSHA Safety Requirements, devices located in Pits are required to have 2 technicians. If a Backflow device is found to be in a Pit, additional charges will apply for a second technician.
- Special Access equipment: Ladders over 6, lift rentals, etc. are not included unless listed in the scope of work.
- Full access to all areas is to be provided by the facility's staff.
- A facility representative must be present with Hiller technicians when entering a residential space for fire/life safety testing only.
- Scope of work and pricing is based on device counts provided to Hiller via a previous test report or point list. Any additional devices found during the inspection will be subsequent to a change order.
- Prevailing wage, special wage, and/or certified payroll is excluded. Billing programs, special reporting systems, and/or any additional insurance beyond our standard coverage are excluded.
- If a purchase order is required, the customer is responsible for providing a purchase order prior to work being performed. Hiller reserves the right to withhold services and/or the final inspection report should a purchase order not be provided when required.
- Pricing does not include sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if Seller is required to pay them. The buyer will provide tax exemption certificates or evidence of tax payment before work begins to be applicable.

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## **SERVICE AGREEMENT CONTRACT SERVICE RATES**

### **Contract Customer's Labor Rates**

Hiller has an official Service Labor Rate Schedule. Service calls will be charged at the current published rate made available at the time of service. Service Labor Rate Schedule is subject to change at any time.

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## **SERVICE TEAM**

A significant benefit of your Service Agreement derives from having the trained building service personnel of Hiller familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

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**STANDBY TIME:** Should our technician(s) be detained due to the effects of other trades and/or customers, this proposal will be subject to additional billing hours at Time & Material rates per hour. These hours will be added to your final invoicing.

**CANCELLATION POLICY:** Should customers cancel appt 48 hrs. or less before the confirmed appointment, Hiller reserves the right to charge customers 2 hrs. of labor per tech for cancellation, plus a service charge. These hours will be billed at the time of cancellation.

**NO SHOW POLICY:** Should a customer fail to show for a confirmed appointment, Hiller reserves the right to charge the customer 2 hrs. of labor per tech, plus a service charge. These hours will be billed at the time of scheduled appointment.

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## **AGREEMENT TERMS**

Period of Agreement: One year from approval



## OUR SERVICES

Hiller will perform the testing and/or visual inspection of the system(s) below, using NFPA recommended frequencies and methods. Work to be performed during normal business hours (Monday - Friday, 7:00 AM - 4:00 PM). The customer shall provide an escort for full access to all areas/devices. If testing cannot be completed due to access restrictions during the scheduled service, additional fees shall apply. The customer will provide Hiller with a device points list and previous inspection reports.

## SCOPE OF WORK

System	Quantity	Frequency	Due (Month/Year)
CLEAN AGENT	2	SEMI-ANNUAL	NOV 2025
EXTINGUISHER	6	ANNUAL	MAY 2026

### 1. AHJ COMPLIANCE ENGINE BY BRYCERS FEES AND ONLINE DOCUMENT SUBMITAL MANAGEMENT- COMPLIANCE ENGINE

#### 2. ANNUAL FIRE EXTINGUISHER INSPECTION

- o Service includes inspection of designated place, evaluation of visibility, access, and free from obstructions.
- o Verify that the pressure gauge reads is in the operable range.
- o Check the cylinder for damage.
- o Evaluate if the extinguisher is the proper classification for the hazard.
- o Determine the next service date of the cylinder (to include 6-year teardown or Hydro testing) by manufacture date or by service tags.
- o A master list indicating each fire extinguisher location, size, type, manufacturer, 6-year date, hydrostatic test date, and inspection frequency will be generated for each facility.
- o A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the owner in a timely manner.

**\*\* Excludes: New equipment, repairs, spares, extinguisher breakdowns, and hydro tests.**

#### 3. SEMI-ANNUAL CLEAN AGENT SUPPRESSION SYSTEM INSPECTION

- o Inspection and testing of the fire detection and control panel, cleaning and testing of the smoke detectors, inspection and testing of the pull stations, abort station, horns, strobes, and bells.
- o Service will include an inspection of the FM-200 tank hardware, agent distribution piping, and agent quantities.
- o If applicable, service will include an inspection of the pre-action fire sprinkler riser, alarm initiating devices, and a flow test of the riser.
- o A final report based on the NFPA requirements will be completed detailing the results of the test and will be delivered and reviewed with the Owner in a timely manner.

**\*\*PLEASE NOTE: Computer/Server Room Inspection, Test, and Maintenance Exclusion: Hiller is not responsible for any damage to computers/servers caused by sound and frequency to hard disc drives or solid-state drives, due to discharge of the installed system.**

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Additional Services customer has declined and are EXCLUDED, but are required by fire code, and Hiller can provide upon request:

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## ASSUMPTIONS, CLARIFICATIONS AND CUSTOMER SPECIAL PROVISIONS

- Due to potential changes in tariffs and trade regulations, the cost of materials we use in our products may increase. If tariffs or additional trade costs are imposed on our materials, we may find it necessary to adjust our pricing accordingly. This adjustment is essential for Hiller to continue delivering the superior quality and service you expect from us.

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## EXCLUSIONS

Sales Tax, if applicable, is NOT included in the above price(s). Applicable sales taxes will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal is firm for 30 days.

We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

Due to global conditions, temporary delays in delivery, labor, or services from Hiller and its sub-suppliers or subcontractors may occur. Among other factors, Hiller delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors. Hiller reserves the right to make partial deliveries or modify its labor or services. While Hiller shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

## Services to be completed

### [Fire Protection] Location - Building

Annual inspections of the extinguishers and semi-annual of the clean agent on site.

Estimated Completion: 11/01/2025 to 11/30/2025

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
33FEINSPATAXMPT	INSPECTION FIRE EXTINGUISHER ANNUAL T-EXEMPT	6	\$12.50	\$75.00
33CAINSPSTAXMPT	INSPECTION OF CLEAN AGENT SYSTEM SEMI-ANNUAL T-EXEMPT	4	\$275.00	\$1,100.00
33TRKCHARGE	TRUCK CHARGE T-EXEMPT	3	\$75.00	\$225.00
33FILINGFEE	CITY FILING FEE T-EXEMPT	4	\$35.00	\$140.00
			<b>GRAND TOTAL</b>	<b>\$1,540.00</b>

## Terms and Conditions

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