Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: November 16, 2026

Agenda Item: Approval of 2027 We Care Wellness Center Contractual Services Agreement

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Agenda Item Location
Consent Calendar

Recommended Action or Motion
Staff recommends approval of the 2027 We Care Wellness Center Contractual Services Agreement.

Functional Impact of Authorizing
Approving the agreement allows the City of Hayden to offer reasonably priced exercise and fitness classes for children ages 5-10 and adults 55+ to the community. As well, it allows the City the ability to offer a variety of special interest programs.

Functional Impact of Not Authorizing
If not approved, the amount of special interest programs offered through the City would be reduced, and a reasonably-priced option for introductory fitness and exercise classes wouldn't be available.

Fiscal Impact
Revenues would be receipted into the FY2027 budget Fitness GL account. The City receives 30% of all registration fees paid for this program. This revenue helps offset the cost of advertising, staff time, and if any, office supplies.

Budget Funding Source/Transfer Request
Revenues:
Fitness, GL# 110-740-44797
Expenses:
Advertising, GL# 110-711-55501
Regular FT Staff Salaries, GL# 110-711-51101
Office Supplies, GL# 110-711-56101
Contracts Payments, GL#110-711-56108

Attachment
2027 We Care Wellness Center Contractual Services Agreement

HAYDEN RECREATION & COMMUNITY EVENTS DEPARTMENT
CONTRACTUAL SERVICES AGREEMENT

This agreement of instruction between the city of Hayden, Idaho (City) and We Care Wellness Center LLC, c/o Kyle Rutley, (Contractor) whose address is 827 W. Prairie Avenue, Hayden, ID 83835, 208-699-3873.

The Contractor will provide instruction for the following program: Kids Fitness Classes Ages 5-10, Built to Last Classes Ages 55+, as well as any other mutually agreed upon programs

Location: We Care Wellness Center, 827 W. Prairie Avenue, Hayden

Kids Fitness Classes: Minimum Enrollment: 3 Maximum Enrollment: 20
Built to Last Classes: Minimum Enrollment: 2 Maximum Enrollment: 12

The City and Contractor will mutually agree upon dates, times, location, fees, etc. The duration of this agreement shall be January 1-December 31, 2027. This agreement will be terminated if the minimum enrollment is not received. All items required for the program are to be provided by the Contractor. The City of Hayden will be responsible for the collection of all program registration fees. The City agrees to provide information regarding the program on the City of Hayden website, as well as at the Hayden City Hall offices and other materials as it deems necessary.

Contractor understands it is their responsibility to provide the agreed services, which may include setup of the program, opening up of the building (if applicable), and putting out equipment as needed.

While the program is underway, Contractor will ensure the safety of the participants, that all City and Recreation & Community Events Department policies and procedures are not violated, and that each participant is able to participate an equal amount of time and only registered participants be in attendance. Contractor will report participation and be responsible for their security of the facility and equipment (if applicable), immediately report damage and/or injuries to the City and ensure that the facility is left in the condition it was found.

Contractor agrees to take full responsibility in organizing, teaching and preparing written records for the above program. Contractor also understands that they will be required to prepare an outline for the class. These written records will be provided to the Hayden Recreation & Community Events Department.

Contractor agrees and understands that Contractor is conducting the classes listed above solely as an independent contractor and not as an employee of the City.

Contractor understands that no withholding for Social Security or federal or state income tax will be taken from monies paid to contractor by the City. Contractor is responsible for salary, insurance and workman's compensation for any individual operating on behalf of, or as an employee of the Contractor. Contractor understands that annual payments to Contractor from the City of $600 or more will be reported to the Internal Revenue Service. It is Contractor's responsibility to satisfy any taxes due by Contractor in an appropriate amount.

Contractor assumes all risk and hazards of the conduct of the program. In case of injury to Contractor or Contractor's agents, Contractor waives all claims or legal actions, financial or otherwise, against the City, its elected officials, employees, sponsors, agents or volunteers connected with the program, unless in jury is caused by the sole negligence of the City.

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, City 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 City prior to commencing its performance as herein provided and require insurer to notify City ten (10) days prior to cancellation of said policy.

Nondiscrimination: No person shall be discriminated against in the providing of the services herein under and the Contractor shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the Contractor will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

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 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.

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.

Contractor agrees to conduct the program in a proper manner and to defend the City and its agents against any claim because of damages to property or personal injury arising out of the agreed instructional services, which may be occasioned by any willful or negligent act or omission of the Contractor, or any of Contractor' agents, servants, employees, or subcontractors, except to the extent such injury is caused by the negligent or willful misconduct of the City and its agents.

Compensation to the City of Hayden for the above services shall be: 30% of the monies paid for registration for the program, Contractor shall receive the remainder of the monies as compensation.

If Contractor is unable to be at the assigned facility at the agreed time, Contractor will notify the program supervisor at the following phone number: (208) 209-1080.

Either party may cancel this Agreement at any time, with or without cause, upon ten (10) days written notice to the other party and specifying the date of termination. Termination of this Agreement by any party shall also terminate the obligation or liabilities of the parties, except that the obligations and liabilities incurred prior to the terminate date shall be honored.

Contractor has read and understands all of the above terms and agrees to abide by them.

Kyle Rutley
CONTRACTOR'S SIGNATURE

Kyle Rutley
CONTRACTOR'S PRINTED NAME

Date: 11/13/2026

ALAN DAVIS, MAYOR

Date:

ATTEST:

Abbi Sanchez, City Clerk