



# Memo

**To:** Mayor and Hayden City Council

**From:** Suzanne Cano, Recreation and Community Events Director

**Date:** March 22, 2024

**Agenda Item:** 2024 USTA-PNW Contractual Services Agreement for Tennis Lessons

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## **Agenda Item Location**

Consent: 2024 USTA-PNW Contractual Services Agreement for Tennis Lessons

## **Recommended Action or Motion**

Staff recommends approval of the 2024 United States Tennis Association-Pacific Northwest (USTA-PNW) Contractual Services Agreement for Tennis Lessons.

## **Summary**

USTA has been contracting with the City of Hayden since 2018 to provide summer tennis lessons for youth and adults. All previous contracts have been approved by City Council. The lessons are held at Coeur d'Alene High School from June through August.

## **Fiscal Impact**

Per the contract, the City of Hayden receives \$1,325.00, which pays for facility rental and contributes \$500.00 to the City of Hayden for tennis program costs, including but not limited to administrative, advertising, etc. USTA provides instructors, equipment, supplies and whatever else is needed to run the program. Recreation & Community Events staff time for this program is minimal.

## **Budget Funding Source / Transfer Request**

Monies are receipted into GL Account 110-740-44731, Tennis Lessons. Facility rental costs (which are included in the \$1,325 USTA pays the City) are paid and from GL Account 110-711-56405, School District Fees.

## **Attachment**

The contractual services agreement with USTA-PNW is attached.

A handwritten signature in blue ink, reading "Suzanne Cano", is located at the bottom left of the page.

## **HAYDEN RECREATION & COMMUNITY EVENTS DEPARTMENT CONTRACTUAL SERVICES AGREEMENT**

This agreement of instruction between the city of Hayden, Idaho (City) and United States Tennis Association Pacific Northwest (USTA/PNW) (Contractor) whose address is USTA/PNW c/o Mary Jo Kallgren, 9746 SW Nimbus Avenue, Beaverton, OR 97008, [mjkallgren@pnw.usta.com](mailto:mjkallgren@pnw.usta.com), 509-601-0762.

The Contractor will provide instruction for the following program: Tennis Lessons/Programs

Location: Coeur d'Alene High School, 5530 N. 4<sup>th</sup> Street, Coeur d'Alene, Tennis Courts 1, 2, & 3

Schedule: See Attached, as well as any other mutually-agreed upon programs

Minimum Enrollment: TBD Maximum Enrollment: 10-20, depending on program

The City and Contractor will mutually agree upon dates, times, location, fees, etc. The duration of this agreement shall be April 1, 2024-March 31, 2025. Lessons, camps, programs that don't meet minimum enrollment may be canceled.

All items, i.e., equipment, portable toilet, etc. required for the program are to be provided by the Contractor. Registration fees will be collected by the City and USTA/PNW. The City will provide an invoice for the portable toilet to USTA/PNW at the end of the program.

The City agrees to provide information regarding the program on the City of Hayden website, in the Hayden Spring and Summer Activities Guides 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 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.

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.

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.

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. Compensation to the City of Hayden for the above services shall be \$1,325.00, which will pay for the facility rental and contribute \$500.00 to the City of Hayden for tennis program costs, including but not limited to administrative, advertising, etc.

If Contractor is unable to be at the assigned facility at the agreed time, Contractor will notify the program supervisor by calling (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.

Contractor Mary Jo Kullgren  
United States Tennis Association, Pacific NW

Mary Jo Kullgren  
Contractor Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk