



To: Mayor and Hayden City Council
From: Suzanne Cano, Recreation and Community Events Director
Date: August 18, 2026
Agenda Item: Approval of FY2027 Sportsites, Inc. Customer Agreement

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends approval of the FY2027 Sportsites, Inc. Customer Agreement to provide online registration for the City of Hayden's recreation programs.

Functional Impact of Authorizing

To give some background, the City has contracted with SportSites, Inc. since 2012 to provide Recreation customers with an online registration option. In previous years, the Recreation Department did not have sufficient funding to pay the annual service fee. Instead, SportSites charged and received a convenience fee for each online transaction in order to utilize the program, and the City covered all associated debit and credit card processing fees.

As online registration has increased, the credit card processing costs have grown to nearly equal SportSites' regular annual service fee. To streamline the process, reduce staff time in the Recreation and Finance departments, and expedite payments to the City, Finance recommends transitioning these transaction fees to customers and have the City pay the SportSites annual fee itself. Therefore, the City requested that SportSites amend the agreement so that the City will pay an annual fee of \$6,500, payable in quarterly installments.

Approval of the amended agreement will allow the Recreation and Community Events Department to continue offering online registration for its programs. Currently, an estimated 70% to 75% of participants register online.

Functional Impact of Not Authorizing

By not approving the agreement, the existing system and process would continue, staff time and costs to the customer would increase, and payments for registrations received would be less timely and take more time to process

Fiscal Impact

This fee has been included in the FY2027 budget, and therefore, there is no fiscal impact.

Budget Funding Source/Transfer Request

The agreement will be paid from GL#110-711-55905 (SportSites Registration Fees). Some of the cost of this agreement will be offset through program fees and sponsorships.

Attachment

FY2027 Sportsites, Inc. Customer Agreement

Customer Agreement

Hayden City

This Agreement (“Agreement”) is entered and effective this 1st day of October, 2026, by and between SportSites, Inc., a Utah corporation with principal offices located at 762 South 1500 East, Pleasant Grove, Utah 84062 (“SportSites” or “Company”) and the City of Hayden, a Municipality with principal offices located at 8930 N. Government Way, Hayden, ID 83835 (“City of Hayden”), presents:

WITNESSETH:

WHEREAS, SportSites has developed a suite of online automated management tools and desires to provide its software and services to the City of Hayden; and

WHEREAS, the City of Hayden is a City which provides its citizens with numerous possible educational classes, recreational opportunities and the use of city facilities and resources and could greatly benefit from the online registration and automated administration services that SportSites can provide;

NOW THEREFORE, for good and valuable consideration outlined below, the parties agree as follows:

1. *Compensation.* The City of Hayden will remit to SportSites an annual subscription fee of \$6,500 for unlimited use of SportSites' software, tools, and customer support. The annual subscription period shall run from October 1 through September 30. The annual subscription fee shall be invoiced quarterly in arrears, with each invoice representing one-quarter of the annual fee (\$1,625), unless this Agreement has been terminated by either party. If terminated, the fee will be prorated to the date of termination and invoiced. Payment is due upon receipt of each invoice.

1.2 Quarterly Invoice Schedule.

December 31 – Services provided October 1 – December 31

March 31 – Services provided January 1 – March 31

June 30 – Services provided April 1 – June 30

September 30 – Services provided July 1 – September 30

2. *SportSites Duties.* In order to provide a successful product experience, SportSites agrees that as part of the above listed compensation, it will perform the following duties to the reasonable satisfaction of the City of Hayden:

- 2.1. *Support.* SportSites will provide reasonable training and technical support of its online software.

- 2.2. *Server Maintenance.* SportSites will acquire and maintain the hardware servers necessary to run all of the City of Hayden's programs. These servers will be located off site and shall be backed up daily to prevent data loss.
 - 2.3. *General Conduct.* SportSites will at all times conduct itself in a professional and business-like manner. SportSites will not engage in any deceptive, misleading, illegal, or unethical business practice.
 - 2.4. *Privacy.* The parties recognize that citizens who use the service have a reasonable expectation of privacy for personal information provided including name, address and phone numbers. In accordance with Title 63G chapter 2, Government Records Access and Management Act personal information provided constitutes protected records. The contractor will ensure that protected records:
 - 2.4.1. will only be used for the performance of the contract with the City of Hayden;
 - 2.4.2. will not be disclosed to any other person.
3. *Termination.*
 - 3.1. *Unilateral Termination.* The City of Hayden may terminate this agreement at any time without cause upon 3 days written notice. SportSites may also terminate this agreement anytime without cause upon 90 days written notice. SportSites fees paid are considered earned when received and are not refundable.
 - 3.2. *Termination for Default.* Any material breach of this Agreement by either party shall constitute a default if not cured within twenty (20) days after written notice of such breach is given. Upon default by either party, the other party may terminate this Agreement immediately upon written notice.
 - 3.3. *Effect of Termination.* Upon termination, neither party shall have any further rights against the other except for money owed.
4. *Limitation of Liability.*
 - 4.1. *Limitation of Liability.* Any provision contained herein to the contrary notwithstanding, in no event shall SportSites be liable for indirect, incidental or consequential damages under this agreement and in no event shall the liability of SportSites arising in connection with any its services (whether such liability arises from a claim based on contract, warranty, tort, or otherwise) exceed the actual amount paid by the City of Hayden to SportSites for such services.

5. *Miscellaneous.*

- 5.1. *Enforcement of Terms.* Failure by either party to this Agreement at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of such party's right to thereafter enforce each and every provision hereof.
- 5.2. *Governing Law.* This Agreement shall be governed in all respects, except its provisions for conflicts of laws, by the laws of the State of Utah. In the event of any dispute hereunder, the Parties agree to resolve the same through arbitration conducted by a single arbitrator under the commercial arbitration rules of Utah.
- 5.3. *Entire Agreement.* This Agreement supersedes and cancels all prior agreements, if any, between the parties and shall not be amended, altered, or changed except by a written agreement signed by both parties.
- 5.4. *Titles and Subtitles.* The titles and subtitles used in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.5. *Notices.* All notices and other communications hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, to the parties hereto at their respective addresses specified herein, subject to the right of either party to change its address by written notice.
- 5.6. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SPORTSITES

CITY OF HAYDEN

By: _____

By: _____
Alan Davis, Mayor