SPRINGDALE POLICE
Utah

To: **Mayor, Town Council**
From: **Chief Garen A. Brecke, Springdale Police Department**
Date: **December 3, 2025**
Re: **Parking Service Agreement**

The Springdale Parking Department has been piloting a Springdale Parking Application known as Park@Springdale, to provide visitors with a convenient mobile payment solution for parking when parking in Zion National Park is full. This application allows users to scan a QR code and complete their parking payment transaction entirely on their mobile devices.

The initial pilot program agreement with Utah Tech University (UTU) began in 2023. The parking department has successfully tested the application and is satisfied with its features and performance.

We would like to continue this successful partnership and propose expanding the agreement with UTU from a pilot program to a permanent solution for a three-year period. This will give us the ability to adjust as technology improves. The Town's legal counsel and UTU's legal counsel have both reviewed and approved the new agreement.

Council Action

I recommend the Council approve the new agreement between the Town and UTU beginning January 1st 2026, and authorize the Mayor to sign.

Thank you,

Chief Garen A. Brecke

I.   Scope of Work

The principal purpose of the Springdale Parking Application ("Park@Springdale") is to provide a convenient technology tool for visitors to Zion National Park ("Park") to park their vehicles in the Town of Springdale ("Springdale") when the Park is full. The application will allow visitors to scan a QR code and complete the parking transaction entirely on their mobile devices.

Utah Tech University ("Utah Tech") shall perform the following principal functions regarding Park@Springdale:

1. Create, host, and maintain Park@Springdale through the term of this agreement and provide the features as identified in Section 1 below.
2. Provide needed software, hardware, reporting, marketing, application support, and other services in support of Park@Springdale as outlined in Section 2 below.
3. Follow all technology and data security requirements as identified in Section 3 below.

Section 1. Park@Springdale Application Features

The core deliverable of the agreement is a fully responsive mobile web application, available on iOS and Android platforms, which provides a means whereby Zion National Park visitors may pay for parking in Springdale from their mobile devices via the Park@Springdale mobile web application. Park visitors who pay for their parking via Park@Springdale will receive a QR code on their mobile device which may be scanned by a parking attendant for validation.

As development and emerging technologies continue, Park@Springdale may also allow future Park visitors to:
● View available parking spots in real-time;
● Extend their parking duration remotely;
● Receive notifications when their parking is about to expire; and
● Provide text-to-pay as part of the application.

Utah Tech will work closely with Springdale and the AIMS Parking Management Software provider to ensure seamless integration and data exchange between Park@Springdale and the AIMS system. Utah Tech will adhere to all necessary security and data privacy protocols while handling visitor information.

Springdale will be responsible for providing Utah Tech with the necessary API access, access credentials, and any other required information to facilitate the integration between Park@Springdale and the AIMS Parking Management Software is property configured to receive and process the data transmitted by Park@Springdale.

Section 2. Park@Springdale Support Services

Utah Tech will provide the following services in support of Park@Springdale:

a. Provide software to Springdale:

- Provide all needed software to operate Park@Springdale, including software upgrades, patches, and fixes;
- Provide thoroughly tested upgrades for Park@Springdale;
- Provide ongoing software maintenance;
- Create a dashboard of current parking usage and analysis;

b. Reporting and Data Access:
- Provide an easily accessible way for Springdale to generate customizable reports on parking revenue, usage, and trends to facilitate:
  o Credit card deposits and account reconciliation;
  o Researching merchant disputes;
  o Refunding transactions as needed;
  o Report or analyze data by parking area or zone (on-street zones, parking lots, etc.);

c. Marketing/Advertising/Promotions:
- Provide marketing and advertising services to increase awareness and usage of Park@Springdale;
- Conduct customer satisfaction surveys and analyze results;

d. Technical Support and Training:
- Provide technical support to Springdale employees for all aspects of Park@Springdale;
- Offer necessary training to Springdale staff;

e. Customer Support:
- Provide customer support to Park@Springdale users via online chat, SMS, or email.

Section 3. Technology and Data Security

Utah Tech will meet specific technology requirements as identified below and provide sufficient data security. Utah Tech will not collect more data than what is necessary to perform required functions or retain sensitive data any longer than is needed to accomplish its specified purpose.

Park@Springdale will meet specific technology requirements and provide sufficient data security as outlined below:

a. General Technology Requirements
- Park@Springdale will support the purposes set forth in this agreement and be modular, enabling new modules or applications to be developed by Utah Tech as business needs change.
- Park@Springdale will support the use of information technology to continually improve government efficiency and effectiveness while protecting privacy and fostering openness in government.

b. Security Standards
Utah Tech will take responsible steps to prevent unauthorized access to Park@Springdale. Utah Tech will apply recognized industry standards to address system vulnerability to theft, mischief, and efforts at tampering with security measures that are in compliance with Springdale's current security policy and procedures.

As determined by Springdale to be appropriate, the following specific security measures will be provided:

- Computer hardware and software controls that ensure acceptance of data from authorized networks only.
- At Springdale's request, Utah Tech shall enact reasonable security access measures to prevent access to the Park@Springdale data by parties identified by Springdale. Springdale will notify Utah Tech of any changes to access.
- Multi-character alphanumeric passwords, unique usernames, identification codes, and other security procedures that must be used by Springdale agency or Utah Tech personnel.

Section 4. Design and Implementation of Parking Signs with QR Codes

Utah Tech will be responsible for designing and implementing new parking signs as needed that incorporate QR codes, allowing visitors to easily scan and pay for parking using the Park@Springdale mobile application.

a. Sign Design
- Utah Tech will collaborate with Springdale when necessary to create new parking sign designs with QR codes that are visually appealing and informative.
- The sign designs will adhere to Springdale's branding guidelines and any applicable parking signage regulations.
- When needed, Utah Tech will provide Springdale with multiple design options for review and approval.

b. QR Code Generation
- Utah Tech will generate unique QR codes for each parking location, ensuring that visitors are directed to the correct parking payment page within the Park@Springdale application, including on-street parking zones, parking lot locations, and parking lot locations that utilize a parking space number in the transaction.
- The QR codes will be designed to be easily scannable and will be tested for functionality across various mobile devices and scanning applications.

c. Sign Production
- Upon approval of any new sign designs by Springdale, Utah Tech will coordinate with Springdale and its preferred sign maker to produce the physical signs.
- Utah Tech will provide the sign maker with the necessary design files, specifications, and QR codes for production.
- If Springdale does not have a preferred sign maker, Utah Tech will assist in identifying and selecting a suitable vendor for sign production in accordance with Springdale's Procurement Code.
- Springdale is responsible for ordering and purchasing signs. Utah Tech funds will not be used to purchase signage for this project.

d. Sign Installation
   - Utah Tech will work with Springdale to develop an installation plan for any new parking signs, ensuring that they are placed in optimal locations for visibility and ease of use.
   - Springdale will be responsible for the physical installation of any new signs, unless otherwise agreed upon between Utah Tech and Springdale.
e. Maintenance and Updates
   - Utah Tech will be responsible for maintaining the accuracy and functionality of the QR codes on the parking signs.
   - If any updates or changes are required to the QR codes or sign designs, Utah Tech will coordinate with Springdale and the sign maker to implement the necessary updates.

The costs associated with the design, production, and installation of any new parking signs will be agreed upon between Utah Tech and Springdale prior to the commencement of any work related to the signs. Utah Tech will provide Springdale with detailed cost estimates for approval.

II.   Pricing and Fees

Utah Tech shall retain a fee of $0.35 per vehicle transaction. Springdale shall collect all revenue from Park@Springdale transactions and determine the fees to be charged to Park@Springdale users. Utah Tech will provide programming and options for Springdale to collect the transaction fee during the vehicle parking transaction. All expenses related to Park@Springdale must be covered by fees from Park@Springdale transactions and any additional funding allocated by Springdale for the project. No Utah Tech funds will be used to support this contract.

Utah Tech shall perform the following functions:
1. Provide ongoing maintenance, software development, support for Springdale Park@Springdale employees, and other services for supporting the Park@Springdale application and other support services.
2. Ensure the Park@Springdale accounting tracking and reporting module is GAAP-compliant.
3. Provide a monthly invoice to Springdale by the 15th of the following month. Each invoice will include the following items:
   a. The total number of vehicle transactions processed through Park@Springdale for the previous month.
   b. The total amount payable to Utah Tech is calculated by multiplying the total number of vehicle transactions by $0.35 per transaction fee.
4. Upon receipt of a proper monthly invoice from Utah Tech, Springdale shall make payment within 30 days.

TOWN OF SPRINGDALE PARKING SERVICES AGREEMENT

This Town of Springdale Parking Services Agreement ("Agreement") is made on this _____ day of _____, 2025 (the "Effective Date") by and between the Town of Springdale ("Springdale") and Utah Tech University ("Utah Tech"). Springdale and Utah Tech are collectively referred to as the "Parties."

RECITALS

WHEREAS, Springdale offers on-street paid parking to the public, including seasonal visitors to Zion National Park; and

WHEREAS, Utah Tech has created parking management tools that have been successfully used by Springdale in a pilot program since 2024 as the Springdale Parking Application ("Park@Springdale"); and

WHEREAS, the Parties wish to enter into this Agreement to formalize the use, management, and ongoing maintenance and upgrades to Park@Springdale.

NOW THEREFORE, in consideration of their mutual promises and covenant set forth herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **RECITALS INCORPORATED**. All Parties acknowledge the accuracy of the above Recitals, and the Recitals are incorporated into this Agreement.

2. **TERM**. The term of this Agreement shall be for a period of three (3) years, commencing on the date of the final execution of this Agreement.

3. **OBLIGATIONS OF UTAH TECH**. Utah Tech shall provide the application, services, support, and invoicing described in Attachment A: Scope of Work, which Scope of Work and obligations of Utah Tech are incorporated herein by reference and made a part of this Agreement.

4. **OBLIGATIONS OF SPRINGDALE**. Springdale shall provide the services, approvals, and payments set forth in Attachment A: Scope of Work.

5. **TERMINATION**. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party. A notice of termination shall be sent by certified mail to the other party's current address, or by email listed in paragraph 9. Mailed notice is effective three (3) calendar days after it is mailed. Notice by email is effective when sent. At ninety (90) days, the parking application will be deactivated by Utah Tech.

6. **PAYMENTS AFTER NOTICE OF TERMINATION**. If either party sends a notice of termination without cause, Springdale will continue to utilize the parking application until the termination date. Transaction fees, as described in the Scope of Work (see Exhibit A), shall be collected and invoiced up to the termination date when the application is deactivated.

7. **INDEMENIFICATION**. Both Parties to this Agreement are government entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by the Parties of any rights, limits, protections or defenses provided to each of them by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the Parties.

8. **SUCCESSORS AND ASSIGNS**. This Agreement may not be assigned. Any attempted assignment is void. There are no third-party beneficiaries to this Agreement.

9. **METHOD OF NOTICE**. Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by any party to this Agreement to or on another, such notice or demand shall not be deemed to have been duly given or served unless made in writing and delivered by certified mail. Addresses for each party are listed below:

SPRINGDALE:

Town Manager
Town of Springdale
P.O. Box 187
118 Lion Blvd.
Springdale, UT 84767
Email:

UTAH TECH:

Paul Morris
Vice President of Academic Affairs
Utah Tech University
225 South University Avenue
St. George, UT 84770
Email:

10. **QR CODES**. Regardless of any other provisions in this Agreement, the Parties agree that at all times Springdale shall retain full ownership rights of all QR codes, weblinks, and related intellectual and digital property created and utilized under this Agreement used to direct Park@Springdale users to Springdale parking related online services.

11. **DISPUTE RESOLUTION**. If the Parties have a dispute about the interpretation of this Agreement or the performance of its terms, the Parties agree that the dispute must first be submitted to mediation and both Parties must, in good faith, submit to at least one (1) session of mediation. The mediator, who shall be legally trained (i.e., a licensed Utah attorney or sitting or retired Utah district or appellate court judge), shall be jointly selected by the Parties. The Parties shall each pay one-half of all fees charged by the mediator. If the mediation is unsuccessful, either party may thereafter file a civil action in a court of competent jurisdiction as set forth herein to enforce the terms of this Agreement.

12. **ATTORNEY FEES**. If a court action is commenced to interpret or enforce any term of this Agreement, the prevailing party in that suit is entitled to recover from the other party reasonable attorney's fees and costs incurred in the action, including fees and costs incurred during an appeal.

13. **CONTRACT AS INCLUDING ENTIRE AGREEMENT**. This Agreement, inclusive of its referenced Exhibit A, embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.

14. **MODIFICATION OF AGREEMENT**. Any modification of, or amendment to, any provision contained in this Agreement is effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement is of no force or effect.

15. **INTERPRETATION AND SEVERABILITY**. Whenever possible, this Agreement must be interpreted so that each provision is valid under applicable law. If any part of this Agreement is held invalid or prohibited under applicable law, that part must not invalidate the remainder of the provision in which it is located, nor must it invalidate the remaining provisions of this Agreement.

16. **APPLICABLE LAW; JURISDICTION; VENUE**. This Agreement will be governed, interpreted, and construed by the laws of the State of Utah, including all procedural laws and applicable statutes of limitations. Any breach of this Agreement will be deemed to have occurred in the State of Utah. The state or federal courts sitting in Washington County, Utah will have jurisdiction to enforce this Agreement. Venue for mediation or any civil action to enforce the terms of this Agreement will be in Washington County, Utah.

17. **PARTNERSHIP NOT INTENDED OR CREATED**. Notwithstanding any other express or implied provision of this Agreement, it is understood that Springdale does not in any way claim to be or propose a partnership or joint venture with Utah Tech in the conduct of Springdale's municipal business and operations.

18. **OPPORTUNITY TO REVIEW**. The Parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms.

19. **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.

20. **EXHIBITS AND SCHEDULES**. All exhibits and schedules attached to this Agreement are hereby incorporated by reference.

21. **TITLES AND HEADINGS**. Titles and headings of paragraphs in this Agreement are for convenience of the reference only and must not affect the construction of any provisions of this Agreement.

22. **AUTHORITY TO SIGN**. The persons signing this Agreement on behalf of the Parties represent and warrant that they have full authority to sign the Agreement and bind the Parties to the terms of this Agreement.

DATED as of the Effective Date first set forth above.

TOWN OF SPRINGDALE   UTAH TECH UNIVERSITY

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_____   _____

Barbara Bruno, Mayor   By: Paul Morris
                Its: Vice President of Administrative Affairs

Attest:

_____

Robin Romero, Town Clerk