

PARK MANAGER SERVICES AGREEMENT

Ogden Valley Parks Service Area

This Park Manager Services Agreement ("Agreement") is entered into as of _____, 20____, by and between the Ogden Valley Parks Service Area, a Utah local district ("District"), and _____ ("Contractor"). This Agreement applies to _____ Park ("Park").

1. Services

Contractor will provide the park management services described in Exhibit A. Contractor will coordinate with the District Administrator and the District's Board of Trustees and will perform the services professionally, promptly, and in accordance with applicable law.

Contractor is responsible for site operations and coordination but not District administration, financial management, reservation-system ownership, or policy decisions. Contractor may not establish District policy, bind the District, commit District funds, sign contracts, or authorize major expenditures unless the Board expressly authorizes Contractor to do so in writing.

2. Term

This Agreement begins on _____, 20____ and continues through _____, 20____, unless terminated earlier under this Agreement. The parties may extend the Agreement by a written amendment approved by the District's Board of Trustees.

3. Compensation

The District will pay Contractor \$_____ per _____. Contractor will submit an invoice describing the services performed during the billing period. The District will not reimburse expenses unless the District approves them in advance. Any change to the compensation must be in writing and approved by the District's Board of Trustees.

4. Independent Contractor

Contractor is an independent contractor and not an employee of the District. Contractor controls the manner and means of performing the services, subject to this Agreement, applicable law, and the results and deadlines established by the Board. Contractor is not eligible for District employee benefits and is responsible for all taxes, licenses, equipment, and other obligations associated with Contractor's business.

5. District Records and Property

District records, keys, access codes, equipment, supplies, and work product provided to or created or maintained by Contractor in performing this Agreement belong to the District. Contractor will keep District records organized, protect nonpublic information, safeguard District property, and promptly provide or return all such items upon request or when this Agreement ends. Contractor understands that District records may be subject to Utah's Government Records Access and Management Act and will reasonably assist the District in responding to records requests.

6. Conflicts and Compliance with Law

Contractor will comply with applicable law and promptly disclose any actual or potential conflict of interest involving the services. Contractor will not use District information or resources for personal benefit or represent that Contractor has authority beyond the authority granted by the Board.

7. Liability

Each party is responsible for its own acts and omissions. Contractor is responsible for claims, losses, or damages caused by Contractor's negligence, willful misconduct, or breach of this Agreement. Nothing in this Agreement waives any protection or limitation available to the District under the Utah Governmental Immunity Act or other law.

8. Termination

Either party may terminate this Agreement for any reason by giving 30 days' written notice. The District may terminate immediately if Contractor materially breaches this Agreement, misuses District funds, information, or property, or engages in unlawful conduct related to the services. The District will pay Contractor for services properly performed through the termination date. Contractor will promptly transfer all District records, keys, access codes, pending assignments, and other District property to the District or its designee.

9. Notices

Notices under this Agreement must be in writing and delivered personally, by email with confirmation of receipt, or by U.S. mail to the addresses below, or to any updated address provided in writing.

District:

Ogden Valley Parks Service Area

Attn: _____

Email: _____

Address: _____

Contractor:

Name: _____

Email: _____

Address: _____

10. General Terms

Contractor may not assign this Agreement without the District's written approval. This Agreement, including Exhibit A, is the entire agreement between the parties and may be changed only by a written amendment signed by both parties and approved by the District's Board of Trustees. Utah law governs this Agreement. If any provision is unenforceable, the remaining provisions will continue in effect. A waiver on one occasion is not a waiver on another occasion. If this Agreement extends beyond the District's current fiscal year, the District's payment obligations are subject to lawful appropriation of funds.

The parties have signed this Agreement as of the date first written above.

OGDEN VALLEY PARKS SERVICE AREA

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Date: _____

EXHIBIT A

Scope of Services

Contractor will serve as the Park Manager and primary site-level contact for _____ Park. The services may include the following, as needed and as directed by the Board or District Administrator:

Park Operations

- Visit the Park regularly to observe conditions and identify maintenance, safety, cleanliness, or access issues.
- Perform or coordinate routine park upkeep, including trash removal, restroom checks, general cleanliness, and post-event checks.
- Monitor facilities, grounds, signage, gates, locks, and other site infrastructure.
- Promptly report damage, safety concerns, maintenance needs, and other significant issues to the District Administrator.

Maintenance Coordination

- Serve as the primary site contact for maintenance and grounds contractors assigned to the Park.
- Coordinate routine contractor scheduling and site access as directed by the Board or District Administrator.
- Follow up on maintenance requests, confirm whether completed work addresses the issue, and recommend repairs or improvements to the District Administrator.

Events Reservations and Access

- Assist with site readiness before and after scheduled events and confirm that facilities and grounds are left in appropriate condition.
- Communicate site-related reservation issues to the District Administrator.
- Coordinate keys, locks, gates, and other Park access needs as directed.

Community and District Coordination

- Serve as a local point of contact for basic Park questions and site concerns.
- Provide periodic updates to the District Administrator concerning Park conditions, maintenance requests, completed work, and recommendations.
- Refer matters requiring Board direction, financial approval, or policy decisions to the District Administrator and attend Board meetings when requested.

Anticipated Availability

- Part-time, year-round availability of approximately _____ hours per week, with flexible scheduling based on Park needs.
- Regular visits to the Park, generally _____.
- Routine responsiveness to the District Administrator, contractors, Park users, and site-related concerns, including availability before and after scheduled events when reasonably needed.