



To: Mayor, Town Council
From: Chief Garen A. Brecke, Springdale Police Department
Date: February 5, 2026
Re: Parking Service Agreement

In December 2025, the Park@Springdale agreement between the Town and Utah Tech was presented to the council for review and approval. Park@Springdale is a convenient mobile payment solution for parking. Based on the concerns raised during that meeting, I revisited the document with the Town's legal counsel to incorporate the council's feedback.

Following a thorough review by both the Town's legal team and Utah Tech's legal counsel, the updated agreement is now ready for Town Council's review and possible approval.

Thank you,

Chief Garen A. Brecke

Attachment A: Scope of Work

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 be responsible for working 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 properly 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 and hardware 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 and hardware 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:
 - Credit card deposits and account reconciliation;
 - Researching merchant disputes;
 - Refunding transactions as needed;
 - Report or analyze data by parking area or zone (on-street zones, parking lots, etc.);

c. Marketing/Advertising/Promotions:

- Springdale is responsible for all marketing, advertising, and promotions pertaining to usage of Park@Springdale;

d. Technical Support and Training:

- Provide technical support to Springdale employees via telephone (1-888-492-1896 during regular business hours for all aspects of Park@Springdale;
- Offer necessary training to Springdale staff upon request;

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 collect only the data that is necessary to perform required functions and will not retain sensitive data any longer than is needed to accomplish its specified purpose. All parking transaction data, user data and derivative reports remain the property of Springdale with specific rights of use granted to Utah Tech as set forth above.

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 current Utah state laws and Springdale's current security and privacy policies 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.

c. Credit Card Processing, Merchant of Record, and Payment Card Industry ("PCI") Compliance

- Springdale may use any another vendor for payment processing as agreed to by all parties in writing.
- Springdale or its designee shall register as the designated Merchant of Record for all credit card transactions and notify all parties of this designation. Springdale or its designated Merchant of Record shall negotiate and manage card processing fees as well as all reconciliations, refunds, and chargebacks.
- As the merchant of record, Springdale shall ensure compliance with all applicable standards published by the PCI-SSC and other applicable security regulations or laws.

d. Utah Tech shall notify Springdale of any breach in technology and/or data security within three (3) business days following such occurrence or event or within three (3) business days of its awareness of such an occurrence or event.

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.
- All physical signs produced under this section remain the property of Springdale.

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 each vehicle parking transaction finalized through Park@Springville. 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. Such expenses shall include, but are not limited to, payment processing fees, chargebacks, and all third-party services. No Utah Tech funds will be used to support this contract.

Utah Tech shall perform the following functions:

1. Provide ongoing maintenance, software development, hardware, support for Springdale Park@Springdale employees, and other services for supporting the Park@Springdale application and other support services.

2. Coordinate with Springdale to ensure the Park@Springdale accounting tracking and reporting module is GAAP-compliant and compatible with Springdale's financial software with sufficient periods of retention necessary for municipal audits.
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 _____, 2026 (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, which Scope of Work and

obligations of Springdale are incorporated herein by reference and made a part of this Agreement.

5. **TERMINATION**. This Agreement may be terminated with cause by either party upon written notice given by the other party as outlined in Section 9. Notice is effective three (3) calendar days after it is mailed. The party in violation will be given thirty (30) days after written notice is given to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the requirements set forth in Section 6. Termination for cause includes, but is not limited to, system outages of five (5) or more consecutive calendar days, any confirmed data breach, or failure to make payments as set forth in the Scope of Work (see Exhibit A).

This Agreement may also be terminated without cause by either party upon written notice to the other party as outlined in Section 9. Notice is effective three (3) calendar days after it is mailed. At sixty (60) days, the parking application will be deactivated by Utah Tech, and the Parties are subject to the requirements set forth in Section 6.

6. **ACTIONS AFTER NOTICE OF TERMINATION**. If either party sends a notice of termination, with or 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.

Within ten (10) days after the termination date, Utah Tech shall provide Springdale copies of all data collected in the performance of its duties for the current fiscal year and the three (3) fiscal years prior to the termination date as set forth in the Scope of Work (see Exhibit A). Such data shall be provided in the format as requested by Springdale and shall include, but is not limited to, historical transactions, user accounts, reporting datasets, QR codes with mappings, weblinks, and all other related intellectual and digital properties as created and utilized under this Agreement.

7. **INDEMNIFICATION**. 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

UTAH TECH:

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

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

Barbara Bruno, Mayor

By:

Its:

Attest:

Robin Romero, Town Clerk