

VAULT PRIVY BOND AND MAINTENANCE AGREEMENT

(Cash Bond Deposited with County)

Name of Applicant: Santaquin City

Location of Vault Privy: Prospector View Park Parking Lot (Santaquin Canyon)

Amount of Cash Bond \$
2500.00

THIS AGREEMENT is made and entered into this ___ day of _____ 2022, between Utah County, a corporate and political body, (the "County"), and Santaquin City, with a mailing address of 275 West Main Street, Utah 84655 ("Applicant").

WHEREAS, Applicant desires to construct the above-named vault privy within Utah County; and

WHEREAS, Utah County, pursuant to Utah County Health Department Health Regulation 17-02 ("Regulation") requires the Applicant enter into an agreement relating to the maintenance of the vault privy; and

WHEREAS, the Regulation requires that the Applicant post a bond in the event of a failure to maintain the vault privy and the Utah County Health Department incurs expenses in containment, mitigation, and or cleanup of the vault privy; and

WHEREAS, Applicant has, in conjunction with this Agreement, provided a Cash Bond ("Bond") for the purpose of guaranteeing and/or warranting the aforementioned until the vault privy is properly destroyed or removed.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, it is agreed by the parties as follows:

1. The Applicant has provided to County a Bond in the sum of \$ 2500.00 (the "Bond"), which amount is required by the Regulation. The Bond is a bond and assurance that in the event of a failure to maintain the vault privy and the County incurs expenses in containment, mitigation, and or cleanup of the vault privy, those expenses will be covered, in part or in full.
2. The Applicant hereby agrees, independently of the Bond, to construct and maintain the vault privy in accordance with the Regulation and Utah R317-560. The Applicant shall be responsible for the construction and installation of the vault privy and for the quality of all labor, materials, and workmanship used therein.

3. This Bond shall be returned to the Applicant when the vault privy is properly destroyed or removed in accordance with the Regulation and Utah R317-560, and after inspection and approval of the Utah County Health Department. If the County is required expend any amount to contain, mitigate, or cleanup any waste or any other portion of the vault privy, this Bond shall be first applied to said containment, mitigation, or cleanup. If excess funds remain after complete and successful destruction or removal of the vault privy, those funds shall be remitted to the Applicant.
4. If Applicant fails to maintain the vault privy in accordance with this Agreement, the Regulation, and Utah R317-560, Applicant shall be subject to the penalties set forth and hereinafter incorporated in the Regulation, including, but not limited to, civil fines and penalties.
5. Applicant will maintain the vault privy and all appurtenant restroom facilities at the location described above. Applicant will clean the restrooms daily and restock the toilet paper daily. Only approved cleaners will be used in the restrooms. Odor control will be performed by the Applicant and checked daily when restrooms are cleaned. No chemicals will be used on surfaces of the restrooms.
6. The vault privy shall be emptied by a qualified company hired by Applicant and at Applicant's expense. The vault privy shall be emptied as needed, but in no case shall waste exceed a point higher than twelve inches below the surface of the floor, and at least twice a year. Signs shall be posted instructing users not to dispose of anything but toilet paper in the vault privy. Toilet paper holders will be installed.
7. In the event of any breach of this Agreement, the Board of County Commissioners may declare the Applicant to be in default, and the Bond shall be forfeited to the County if the breach is not cured within 15 days after County gives written notice of the breach. Notwithstanding the forfeiture of the Bond, Applicant shall retain full liability and responsibility to fully comply with this Agreement.
8. The Applicant agrees, for itself, its successors and assigns, that if the Applicant fails to comply with any term of this Agreement, County and its agents, representatives, employees, officials, and any contractor hired by County, shall have the right to enter the premises and all property related to the vault privy, and all easements and rights-of-way related to the vault privy, and shall have the right, but not the obligation, at Utah County's sole discretion, to utilize the Bond proceeds in containment, mitigation, and or cleanup of the vault privy. The County shall also have the right to use the Bond proceeds to pay all costs, damages, and expenses arising from or related to any breach of this Agreement by Applicant, including but not limited to, construction costs, engineering costs, attorney's fees, litigation costs and expenses, collection costs, administration costs, payment for materialmen's or mechanic's liens, payments to contractors or subcontractors who have provided services or materials to the vault privy, and other costs.

9. The Applicant hereby agrees to indemnify and hold County and its agents, representatives, employees, officials, and any contractor hired by County harmless from all costs, expenses, and liabilities incurred by County or its agents, representatives, employees, officials, and any contractor hired by County, arising out of or related to, directly or indirectly, this Agreement, or any action taken to hereunder in containment, mitigation, and or cleanup of the vault privy.
10. If the proceeds from the Bond are inadequate to pay the cost of containment, mitigation, and or cleanup of the vault privy or the cost of any other obligation under this Agreement, Applicant shall be responsible for the deficiency.
11. In the event it becomes necessary to bring legal action to enforce the provisions of this Agreement, or of the Bond, the prevailing party shall be entitled to a reasonable attorney's fee and associated court costs, as determined by the court.
12. This Agreement shall be interpreted pursuant to the laws of the State of Utah. Time shall be of the essence of this Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.
13. This Agreement constitutes a fully integrated agreement and, except for the documents expressly referenced herein, constitutes the complete and final agreement between the parties. The making and execution of this Agreement has included no representations, statements, warranties, or agreements other than those herein expressed. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement signed by all parties. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepare the same, it being acknowledged that all parties have participated in the preparation hereof.
14. The Parties shall not assign this Agreement, or any part hereof, without the prior written consent of the Parties. No assignment shall relieve any party from any liability hereunder. Without waiving the requirement for written consents prior to any assignment, this Agreement shall be binding upon the heirs, successors, administrators, and assigns of the Parties.
15. All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or upon deposit by certified mail, return receipt requested, postage prepaid, to the Parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder, including email. The provisions of this Agreement

shall not merge in any license, permit, conveyance, or any other document. The security provided by the Bond shall not be deemed to be a waiver by County of any claim arising out of this Agreement, any claim arising out of a failure to install the Improvements, or any claim for defective design, workmanship or materials which may at any time be raised with respect to the Improvements. This Agreement is not intended and shall not be construed to make any person, firm or corporation a third-party beneficiary of any duty to be performed under this Agreement.

16. Notwithstanding anything contained herein, or contained in the Bond, to the contrary, the Bond cannot expire, nor can it be released, revoked, canceled, terminated, or withdrawn, and the obligations of Applicant hereunder cannot expire, nor can they be released, canceled, terminated or withdrawn, without the prior express written consent of the Utah County Commission.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives. (*Additional signature pages follow*).

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Amelia A. Powers, Chairman Date

ATTEST:
JOSH DANIELS
UTAH COUNTY CLERK/AUDITOR

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
UTAH COUNTY ATTORNEY

By: _____
Deputy County Attorney

SANTAQUIN CITY:

By: Daniel M Olson
Mayor

Attest: By: City Recorder

Amelie R. Ottley