

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 22 day of November 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 within 60 Days of 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. During the operating season for the Privy, Applicant will maintain the vault privy and all appurtenant restroom facilities at the location described above. Applicant will clean the restrooms weekly and restock the toilet paper as needed, but not less than weekly. Odor control will be performed by the Applicant and checked daily when restrooms are cleaned.
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. In the event Applicant fails to remedy any material default of this Agreement w/in 30 days of written notice by County, 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. Notwithstanding the foregoing, Applicant shall not be responsible to indemnify or hold harmless County for costs, expenses, or liabilities arising from the acts or omissions of County or its agents, representatives, employees, officials, or any contractor hired by County.
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, which consent shall not be unreasonably withheld.

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

DocuSigned by:
Thomas V. Sakievich 11/30/2022
Thomas V. Sakievich, Chair Date

ATTEST:
JOSH DANIELS
UTAH COUNTY CLERK/AUDITOR

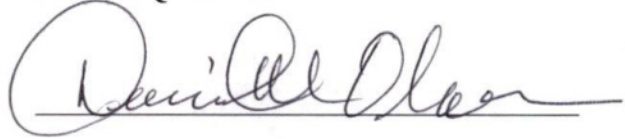
DocuSigned by:
By: Alice Black
Deputy Clerk/Auditor



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

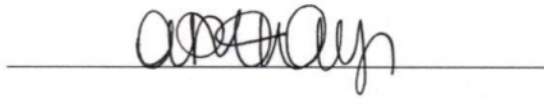
DocuSigned by:
By: Zachary Bundel
Deputy County Attorney

SANTAQUIN CITY:



By: Daniel M Olson
Mayor

Attest: By: City Recorder



Amelie R. Ottley



Certificate Of Completion

Envelope Id: 78A1D53B2C1A44E1A936D099DB5B079A
 Subject: Agreement 2022 - 1110
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Deputy Clerk/Auditor
 100 East Center Street
 Suite 3600
 Provo, UT 84604
 CommissionClerk@UtahCounty.gov
 IP Address: 23.228.168.153

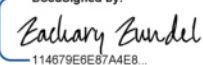
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Utah County Government	Location: DocuSign

Signer Events

Zachary Zundel
 zacharyz@utahcounty.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 97.75.176.50

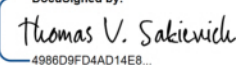
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Electronic Record and Signature Disclosure:

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Thomas V. Sakievich
 Thomas@utahcounty.gov
 Chair, Utah County Commission
 Security Level: Email, Account Authentication (None)



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 Signature Adoption: Pre-selected Style
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Alice Black
 aliceb@utahcounty.gov
 219
 Security Level: Email, Account Authentication (None)

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julie Dey JulieD@utahcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/30/2022 10:55:56 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/30/2022 10:55:15 AM
Signing Complete	Security Checked	11/30/2022 10:55:53 AM
Completed	Security Checked	11/30/2022 10:55:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Utah County Government (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Government:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Government of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Government

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Government

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Government as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Government during the course of your relationship with Utah County Government.