

## SERVICES AGREEMENT

This agreement is entered into this 23<sup>rd</sup> day of January, 2023, by and between Weber County, a political subdivision of the State of Utah ("County") and Hy & Mikes of South Ogden ("Contractor").

**WHEREAS**, County has a need for selling lawfully seized and forfeited firearms pursuant to Utah Code § 24-3-103.5;

**WHEREAS**, Contractor has a current contract with Ogden City to provide such service and is authorized to provide said service to County pursuant to Weber County Code § 3-4-6(b)(3); and

**WHEREAS**, County desires to enter into a contract with Contractor to provide the service.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

**1. Performance of Services.** County hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services and comply with all terms of the Request for Contractors Bid Document attached hereto at Exhibit "A" and incorporated herein by reference.

**2. Time of Performance.** This Agreement shall commence as of the February 1, 2023 and shall continue for a period of three years, ending on January 31, 2026 unless sooner terminated under other terms of this agreement.

**3. Compensation.** For these services, Contractor shall retain a fee of 20% per firearm as specified in Exhibit A. Said total shall constitute full payment for all services rendered and costs incurred by Contractor in performing this Agreement.

**4. Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, County shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. Contractor shall be entitled to receive only the share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Agreement by Contractor, and County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due County from Contractor is determined.

**5. Termination for Convenience.** The County or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by County as provided herein, County shall pay Contractor for all work performed as of the date of termination.

**6. Non-assignability.** Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the County thereto.

**7. Interest of Contractor.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

**8. Insurance requirements.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The amount of insurance shall not be less than:

**Combined General Liability:** Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

**Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

**Workers' Compensation and Employers' Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

Contractor's insurer must be authorized to do business in Utah at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise agreed in writing by the County. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by County as a material breach of contract.

The County reserves the right to require complete, certified copies of all required insurance policies at any time.

**9. Indemnification.** Contractor agrees to indemnify and hold harmless County and its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs, liabilities, and charges arising out of or by reason of Contractor's performance or failure to perform this agreement.

**10. Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

County: Weber County Sheriff's Office  
1400 Depot Drive  
Ogden, Utah 84404  
Attn: Curtis Jeffries  
(801) 778-6605

Contractor: Hy & Mikes of South Ogden  
3912 Washington Blvd.  
South Ogden UT, 84403

**11. Independent Contractor.** Contractor is independent of the County and shall perform all services according to its own methods without being subject to the control of the County except as to the results obtained. The County shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The County shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

**12. When Rights and Remedies Not Waived.** In no event shall any payment by County hereunder constitute or be construed to be a waiver by County of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to County with respect to such breach or default.

**13. Integrated Document.** This Agreement embodies the entire agreement between County and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of County prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon County.

**14. Compliance with Laws.** Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

**15. Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**16. Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

17. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law.

**IN WITNESS WHEREOF**, the parties hereto execute the foregoing instrument as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

CONTRACTOR

By:  \_\_\_\_\_

Exhibit A  
Scope of Services

**Cost Proposal**

Hy and Mikes of South Ogden proposes a sales commission fee of 20% per firearm sale.

Example:

<b>*Sale Price</b>	<b>Hy &amp; Mike's of South Ogden</b>	<b>Ogden City</b>
<b>\$500</b>	<b>*\$100</b>	<b>\$400</b>
<b>*Sale Price does not include taxes or background check fee.</b>	<b>*Includes website fees for any online sales. Typically 5-10%</b>	
<b>100%</b>	<b>20%</b>	<b>80%</b>

Hy and Mikes cares for each firearm including research and pricing; cleaning and polish, a functions check/assessment, and background checks on all in-person sales. Each item may include additional work including online sales and transfers including packaging and shipping.

The item may be sold over-the-counter or online. If the item is sold online, Hy and Mikes will absorb the online fee in their 20% commission. Website fees are typically between 5-10%, plus packaging and shipping for the transfer. Commission amounts do not include any state or federal taxes.