

**AGREEMENT BETWEEN THE WEBER COUNTY SHERIFF'S OFFICE AND  
SKAGGS COMPANIES, INC. FOR THE PROVISION OF UNIFORM SERVICES**

This agreement is made by and between the Weber County Sheriff's Office ("Sheriff's Office") and Skaggs Companies, Inc. ("Skaggs"). The Sheriff's Office and Skaggs may be referred to collectively as the "Parties" and may be referred to individually as a "Party."

**RECITALS**

**WHEREAS**, the Sheriff's Office is in need of uniform services and has advertised for a company to provide uniform services in accordance with the county's procurement code; and

**WHEREAS**, Skaggs submitted a bid in response to the advertisement and was ultimately selected by the county to be awarded the contract;

**NOW THEREFORE**, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree with one another as follows:

**ARTICLE ONE  
SERVICES PROVIDED BY SKAGGS**

1. Skaggs agrees to provide uniforms and equipment to the Sheriff's Office as specified in this agreement.
2. **Uniforms and Equipment:** Skaggs shall provide uniforms and equipment identified in the "Weber Uniform Bid 2020" sheet at the specified prices (attached). Specified shirts and outerwear will include Sheriff's Office patches and ranked patches (if applicable) as per request. Patches will be provided by the Sheriff's Office. All unhemmed pants will include a specified hem.
3. Skaggs agrees to promptly notify the Sheriff's Office if any of the outlined items are discontinued. Skaggs will provide options for substitutions to any items that are discontinued within seven days of the item being discontinued.
4. Standard lead-time for all in-stock items will be seven to ten business days. Every effort will be made to provide uniforms and equipment within this time. Backorder items not in stock will be provided within two weeks. If two weeks is unattainable due to manufacturing issues, Skaggs will advise the Sheriff's Office of the revised lead-time.

5. Skaggs shall maintain an inventory of contracted items on hand. Stock will be based on sizes small through size 3XL for males and sizes small through XL for female. Standard stock manufacturer sizing scale will be used to determine correct sizes and fit.
6. **Alterations**: Alterations to garments will be performed by an in-house seamstress at Skaggs. Alterations will be provided on initial purchase of uniforms and upon request thereafter. Alterations include waist, hem, pant seat, zippers, sleeves, side seam and all other alterations. Alterations will have a lead-time of seven to ten business days.
7. **Embroidery**: Skaggs will utilize four full-time employees and our total of eighteen head embroidery machines to complete all embroidery. Embroidery of uniforms will have a lead-time of seven to ten business days. Skaggs shall provide in-house embroidery at the prices listed below:
  - a. Name Embroidery - \$3.00
  - b. Nametape Embroidery - \$5.00
  - c. Badge Embroidery - \$6.00
  - d. Medical Logo Embroidery - \$5.00
  - e. Sheriff Back Panel Embroidery - \$8.00
  - f. Sheriff K9 Back Embroidery - \$10.00
8. Skaggs can provide other uniforms and equipment upon request of the Sheriff's Office on prices to be agreed upon at the time.
9. Skaggs shall provide the Sheriff's Office free delivery or shipping once per week. Deliveries will be made by the Skaggs Sales Representative assigned to the Weber County Sheriff account. If delivery is not an available option, Skaggs shall provide free shipping to the Sheriff's Office.
10. Skaggs will make on-site visits at no additional charge for special projects such as measuring of body armor, uniforms, wear test and product training.
11. Skaggs acknowledges that the Sheriff's Office is not obligated to purchase uniforms from Skaggs and that it is not a breach of contract for the Sheriff's Office to purchase uniforms from other vendors.

## **ARTICLE TWO PAYMENT FOR SERVICES**

12. The quoted prices outlined in the attached "Weber Uniform Bid 2020" will remain in effect for a minimum of one year from the contract start date at which point, pricing will be reviewed by the Parties annually. If Skaggs cannot provide the uniforms, equipment, and services at the quoted prices, an amendment will be submitted with valid documentation from the manufacturer to show why a price

increase has been requested. Price increases will not affect orders or invoices that are outstanding before the date that the price increase takes effect.

13. The Sheriff's Office will have their own department account. This account will be tax exempt. All purchases made on the department account will need administrative approval before being billed to the account. A purchase order or voucher may be given for authorization or tracking.
14. A "Pricebook" with all Weber County Sheriff approved items will be uploaded to the department account. The Weber County Sheriff "Pricebook" will include all items outlined in the "Weber Uniform Bid 2020" at the prices quoted. Each item will have pre-programmed instructions of what alterations need to occur for the item to become a valid uniform to be worn by Weber County Sheriff's Office employees.
15. Invoices for the Sheriff's Office will be consolidated and emailed to an employee specified by the Sheriff's Office. Purchase orders, vouchers, or admin approval will be listed on invoices.

### **ARTICLE THREE WARRANTIES AND RETURNS**

16. **Warranties:** Skaggs honors all manufacturer warranties and, in most cases, Skaggs further enhances the manufacturer warranty. Handling any warranty issues in-house expedites the return and makes it unnecessary for the Sheriff's Office to deal with any manufacturer.
17. **Returns and Exchanges;** Skaggs has an independent returns department dedicated to making returns and exchanges as easy as possible for the Sheriff's Office. Skaggs returns department returns the same day they are received, and those returns are given priority for immediate replacement. The returns department also utilizes our customer service Point of Sale system so data is easily tracked for each return and information is shared with customer service.

### **ARTICLE FOUR CONTACT INFORMATION**

18. Skaggs will provide a local storefront for walk-in customers, telephone ordering, email ordering, fax, and onsite measuring when requested. The local storefront is located at:

SKAGGS UNIFORMS AND EQUIPMENT  
3828 S Main Street, South Salt Lake, UT 84115  
General Hours of Operation: 8 am – 6 pm

801-261-4400 or 801-284-4713 – office

Tamara Gibbons shall be assigned to handle the Sheriff's Office account. She can be contacted directly at the local storefront or on her cell phone or via email at 801-554-2025 (cell) and [tgibbons@skaggscompanies.com](mailto:tgibbons@skaggscompanies.com).

19. Skaggs can be available outside of normal business hours upon request from the Sheriff's Office.
20. The Sheriff's Office can be contacted at the following:

WEBER COUNTY SHERIFF'S OFFICE  
721 West 12<sup>th</sup> Street  
Ogden, UT 84404  
801-778-6600

#### **ARTICLE FIVE TERM AND TERMINATION**

21. This agreement shall remain in full force and effect commencing on the date signed by both parties until May 31, 2021. This agreement shall be automatically renewed annually for up to three, one-year periods unless either Party gives written notice to the other Party of termination at least 60 days prior to the expiration of the term then in effect.
22. Either Party may terminate this agreement for cause. Cause shall include a material breach of the terms of this agreement.
23. Upon receiving a price increase, as provided for in paragraph 11, the Sheriff's Office shall have 30 days to accept the price increase or terminate the agreement.

#### **ARTICLE SIX INDEMNIFICATION**

24. Skaggs shall indemnify and save harmless Sheriff's Office, its elected and appointed officers, employees, servants, and agents, from any and all liability resulting from the acts or omissions of Skaggs, its employees, agents, representatives, or contractors. Skagg's responsibilities to the Sheriff's Office as set forth in this section shall not be limited by any lack of insurance or insurance coverage limits.
25. The Sheriff's Office shall indemnify and save harmless Skaggs, its officers, employees, servants, and agents, from any and all liability resulting from the sole negligence of the Sheriff's Office, its elected or appointed officers, employees,

servants, or agents, in relation to its performance under this agreement. Nothing herein shall be construed as a waiver of the Sheriff's Office's rights with regard to governmental immunity.

26. This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute. This section inures only to the Parties and their officers, agents, and employees and does not create a third-party beneficiary agreement and may not be asserted by anyone other than the Parties.

## **ARTICLE SEVEN MISCELLANEOUS**

27. **Amendment:** This agreement may be changed, modified, or amended by written agreement of the Sheriff's Office and Skaggs.
28. **Severability:** The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the Parties shall replace the invalid provision with language that most closely meets the intent of the parties in agreeing to the invalid provision.
29. **Waiver:** The failure of either Party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
30. **Governing Law:** This agreement shall be governed and construed by the laws of the State of Utah.
31. **Entire Agreement:** This agreement shall constitute the entire agreement between the Sheriff's Office and Skaggs and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either Party.
32. **Headings:** Titles to paragraphs and sections in this agreement are solely for the convenience of the Parties and should not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.
33. **Non-Assignment:** Neither Party shall assign, transfer, or contract for the furnishing of services to be performed under this agreement without prior written approval of the other.

IN WITNESS WHEREOF, the Parties execute this agreement on the day and month recited below:

SKAGGS

 6/2/2020  
By: \_\_\_\_\_ Date

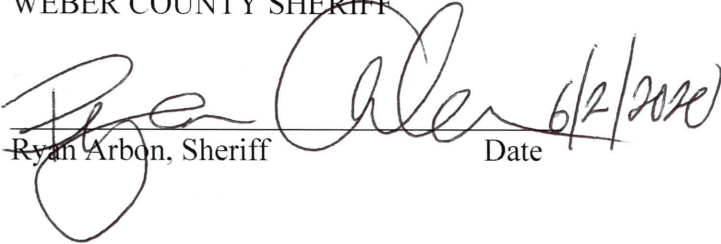
WEBER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Gage Froerer, Chair Date

ATTEST

\_\_\_\_\_  
Ricky Hatch, Clerk Auditor Date

WEBER COUNTY SHERIFF

 6/2/2020  
Ryan Arbon, Sheriff Date