

Resolution No. 22-02

RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH HY AND MIKES OF SOUTH OGDEN PROVIDING FOR EVIDENCE ROOM SURPLUS ASSET DISPOSAL SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I-RECITALS

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that it necessary to evaluate how the city manages its evidence room surplus assets for disposal; and,

WHEREAS, the City Council finds that Hy and Mikes of South Ogden has the professional ability to provide for the necessary disposition of evidence room surplus assets to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by entering into an agreement Hy and Mikes of South Ogden to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That the "**Services Agreement**", Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted; and That the City Manager Is Authorized More Fully Negotiate Any Remaining Details, if any, under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to attest, any and all documents necessary to effect this authorization and approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of any and all prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which are in conflict with this Resolution, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 1st day of March, 2022, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 1st day of March, 2022.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-02

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Hy And Mikes Of South Ogden Providing For Evidence Room Surplus Asset Disposal Services; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City To Give Effect To The Intent Hereof; And, Providing For An Effective Date.

01 Mar 22

SERVICES AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 202_, by and between **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter "City," Hy & Mikes, hereinafter "Contractor" and located at located at 3912 Washington Blvd. South Ogden UT, 84403,

WITNESSETH:

WHEREAS, City has established a need for selling lawfully seized and forfeited, or abandoned, property including firearms; and

WHEREAS, Contractor has proposed to provide such services.

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. City 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. Contractor warrants that it is a licensed business in South Ogden Utah and holds a valid Federal Firearms License.

2. Time of Performance. This Agreement shall commence on the date of the execution of this Agreement and shall continue for a period of three years, unless sooner terminated under other terms of this agreement.

3. Compensation. For these services, Contractor shall retain a fee of 20% per item as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Said total shall constitute full payment for all services rendered and costs incurred by Contractor in

performing this Agreement. Once a month, the Contractor will forward the proceeds from the sale(s) to the City. Payment may be deferred for any amount owed less than \$250.00.

Documentation for the sale amount will be included with the proceeds transfer.

4. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, 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 City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. Termination for Convenience. The City 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 City as provided herein, City shall pay Contractor for all work performed as of the date of termination. All unsold products shall return to the custody of the City.

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 City 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 cost of such insurance shall be included in Contractor's bid. 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.

Insurance is to be placed with insurers acceptable to and approved by the City. 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 City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is initiated.

The City, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind

coverage on its behalf. All certificates and endorsements are to be received by the City Recorder's Office before work commences.

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

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

Contractor's insurance shall be primary insurance and any insurance or self insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations claim administration and defense expenses.

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

10. Attorneys' Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

11. 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:

City: SOUTH OGDEN CITY CORPORATION
3950 South Adams Avenue
South Ogden, Utah 84403
Attn: Marci Edwards
(801) 622-2806

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

12. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City 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.

13. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City 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 City with respect to such breach or default.

14. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City 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 City.

15. 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.

16. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

17. Employment Status Verification. Contractor shall register and participate in the Status Verification System requirements of Utah Code Ann. § 63G-12-302, et seq.

18. 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.

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

20. 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.

SOUTH OGDEN CITY CORPORATION

By: Matt Dixon, City Manager

ATTEST:

City Recorder

Hy and Mikes

By: Hiram Barker, Owner/ Manager

Exhibit A- Compensation

Exhibit B- Federal Firearms License

Exhibit C- Certificate of Liability Insurance

Exhibit A
Compensation

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

Example:

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

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.

Exhibit B

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.5L.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number	9-87-057-02-3L-03568
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Chief, Federal Firearms Licensing Center (FFLC)	Expiration Date	November 1, 2023
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Name
Tracy Robertson
HY & MIKES OF SOUTH OGDEN

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
**3912 WASHINGTON BLVD
SOUTH OGDEN, UT 84403-**

Type of License
02-PAWNBROKER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License".	Mailing Address (Changes? Notify the FFLC of any changes.) HY & MIKES OF SOUTH OGDEN LLC HY & MIKES OF SOUTH OGDEN 3912 WASHINGTON BLVD SOUTH OGDEN, UT 84403-
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Licensee Responsible Person Signature <i>Cory A. Howell</i> Printed Name Cory A. Howell	Position/Title <i>OWNER / OPERATOR</i> Date 11-2-20
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Previous Edition is Obsolete BY & MIKES OF SOUTH OGDEN LLC 3912 WASHINGTON BLVD 84403-07-02-02-0000 November 1, 2023-02-PAWNBROKER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES ATF Form 8 (5310.11) Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (866) 662-2750 Toll-free Fax Number: (866) 257-2749 E-mail: NLC@atf.gov	ATF Homepage: www.atf.gov FFL eZ Check: www.atfonline.gov/fflezcheck
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Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: **HY & MIKES OF SOUTH OGDEN LLC**

Business Name: **HY & MIKES OF SOUTH OGDEN**

License Number: **9-87-057-02-3L-03568**

License Type: **02-PAWNBROKER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **November 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Way Insurance Brokerage 2868 Washington Blvd. Ogden, UT 84401		CONTACT NAME: PHONE (A/C No. Ext.): (801) 393-3656 FAX (A/C No.): E-MAIL ADDRESS: ADDRESS:	
INSURED Hy & Mikes of South Ogden LLC 3912 Washington Blvd Ogden, UT 84403		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Evanston Insurance Company INSURER B : CNA Surety INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND) (WORD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2AA123337	08/29/2020	08/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pawn Shop Bond		63331129	08/29/2020	08/29/2021	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joe Simon Elin</i> <CC>