

INDIGENT DEAD CREMATION SERVICES AGREEMENT

This Agreement is entered into 19 day of July, 2024, by and between Weber County a political subdivision of the State of Utah, with its principal place of business located at 2380 Washington Blvd., Ogden, Utah, hereinafter “County” and Leavitt’s Mortuaries, Inc., with its principal place of business located at 836 36th St., Ogden, Utah, hereinafter referred to as “Provider”.

RECITALS

The Parties recite and declare as follows:

WHEREAS, County issued a “Request for Proposals” seeking proposals from companies who provide cremation/burial services who would be interested in assisting Weber County in fulfilling its statutory duty to provide certain services to the indigent deceased; and

WHEREAS, County has determined that Provider’s response met the needs and desires of County in addressing indigent deceased services; and

WHEREAS, the County desires to contract with Provider to provide indigent deceased cremation services; and

WHEREAS, Provider is willing to perform services in accordance with the County’s ordinance and as specified in Provider’s response to the Request for Proposals at a cost which is a loss to Provider; and

WHEREAS, Provider is willing assume such loss as a public service to the taxpayers of Weber County;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, County and Provider hereby mutually agree and undertake as follows:

SECTION ONE SCOPE OF SERVICES

- A. Provider shall provide indigent dead cremation services in accordance with this Agreement and pursuant to county policies and state and federal laws, rules, and regulations. A copy of the County’s ordinance regarding Indigent Dead Cremation and Burial Disposal is attached hereto and hereby incorporated into this Agreement.

SECTION TWO TERM OF THIS AGREEMENT

- A. This Agreement shall be effective beginning July 1, 2024, and shall continue in effect for five years until June 30, 2029, unless sooner terminated pursuant to the terms contained

within this Agreement. This Agreement may be extended for an additional five year period upon written agreement by the parties hereto upon the same terms and conditions provided herein.

- B. County may terminate this Agreement should Provider fail to provide services in a manner satisfactory to County as determined by the Board of County Commissioners.

SECTION THREE COMPENSATION

- A. For the satisfactory performance of the cremation services specified herein, County shall pay Provider \$525 per service. That amount shall be paid within 14 days of billing by Provider after such service is performed.

SECTION FOUR INDEPENDENT CONTRACTOR

- A. In performance of this Agreement, Provider shall operate as an independent contractor and not as an employee or agent of the County.
- B. Provider shall be responsible for the payment of any taxes including, but not limited to, federal, state, and local income taxes, to which Provider may become obligated to pay because of compensation provided pursuant to this Agreement.

SECTION FIVE MUTUAL INDEMNIFICATION

- A. The Parties each agree to mutually indemnify and hold each other harmless from and against any and all claims, losses, actions, expenses, costs, and any other liabilities arising out of or resulting from the acts or failure to act of the other, their agents and/or employees.

SECTION SIX ASSIGNMENT

- A. The rights and obligations of Provider hereunder shall not be assigned by Provider without the prior consent in writing of the County. Otherwise, this Agreement shall be binding upon and shall inure to be benefit of the parties hereto and their respective successors and assigns.

SECTION SEVEN DETERMINATION OF DISPOSITION

- A. Family, friends, or any other individuals or organizations listed in Utah Code Ann. §58-9-602, who do not pay for the disposition of a deceased person's remains will give up their

right to control the remains. In these cases, the Provider shall be solely responsible for the final disposition of the remains.

**SECTION EIGHT
MISCELLANEOUS**

- A. Amendments. This Agreement may only be amended by a written amendment approved and signed by all Parties to this Agreement.
- B. Authorization. The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.
- C. Entire Agreement. This Agreement shall constitute the entire agreement between County and Provider. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

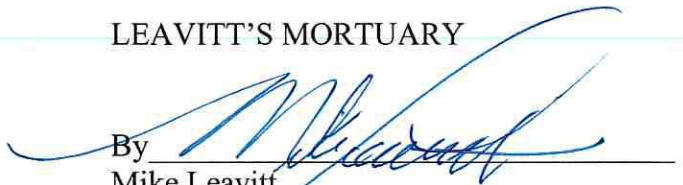
By _____,
James H. Harvey, Chair

Commissioner Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

LEAVITT'S MORTUARY

By 
Mike Leavitt