

**CITY OF HARTSVILLE  
CEMETERIES CONTRACT  
2018-2023**

This contract made and entered into this 1<sup>st</sup> day of July 2018, by and between the City of Hartsville, a Municipal Corporation of the State of South Carolina, hereinafter referred to as **CITY**, and Mary Ann Warren Johnson, Warren's Landscapes & Contractors, hereinafter referred to as **CONTRACTOR**.

**WHEREAS**, the **CITY** owns and operates two cemeteries, Magnolia and Greenlawn, as a service to the citizens thereof; and,

**WHEREAS**, the **CONTRACTOR** has effectively managed and operated the above named cemeteries; and,

**WHEREAS**, the **CONTRACTOR** is able and learned in the management and operations of cemeteries, and is ready, willing, and able to perform said duties as a **CONTRACTOR** to the **CITY** in cemetery matters;

**NOW, THEREFORE**, in consideration of the mutual agreements, hereafter contained and subject to the terms and conditions hereinafter stated; it is hereby understood and agreed by the parties hereto as follows:

1. The **CONTRACTOR** agrees to furnish cemetery services whenever necessary and to the best of ability in such a manner as to serve the best interest of the **CITY**, in accordance with existing operational and management procedures both written and verbal, and in accordance with all applicable laws, ordinances, regulations and policies. The **CONTRACTOR'S** services will include the following responsibilities and policies.
  - a. Maintenance of regular office hours at Magnolia Cemetery.
  - b. Grounds maintenance for Magnolia and Greenlawn Cemeteries.
  - c. Opening and closing of graves in Magnolia and Greenlawn Cemeteries and funeral supervision for up to 100 services per year @ \$250.00 per service to be billed separately to the **CITY** on a monthly basis. After the 100 burial limit is reached, the charge would be one-half of the current City billing charges.
  - d. Removal of dead flowers, leaves, fallen branches, and other debris at all the locations to central areas for the **CITY** to pick up.
  - e. Lot sales and location marking for individuals, funeral homes, and marker companies.
  - f. Cemetery record keeping.
  - g. Public relations.
  - h. Maintenance of security within Magnolia Cemetery.
  - i. On call service for funeral homes.
2. The **CONTRACTOR** agrees to remit to the **CITY**, at least weekly, all fees and revenues collected as a result of cemetery lot sales, perpetual care, burial permits, opening and closing graves; and any other miscellaneous or sundry revenues that may be generated as a result of cemetery management and operations.
3. The **CONTRACTOR** agrees to rent and occupy or, with written permission from the **CITY**, may allow an employee of the **CONTRACTOR**, with cemetery responsibilities, to occupy the residence in the northeast corner of Magnolia Cemetery for the sum of \$300.00 per month payable and due not later than the 15<sup>th</sup> of each month. (Exhibit A) Moreover, the **CONTRACTOR** agrees to pay the utility costs for said residence, that being water, sewer, electricity, and the cost of personal telephone calls.
4. The **CITY** agrees to maintain the cemetery residence and garage in a fair and acceptable condition and in accordance with generally acceptable local landlord and tenant practices.

5. The obligation of the **CITY** hereunder to make payment to the **CONTRACTOR** shall be limited to funds appropriated and made available for such purpose, which is determined to be \$8,200.00 per month (\$98,400.00 annually) for five (5) years.
6. The **CONTRACTOR** agrees to maintain current licenses and certificate of insurance with \$1,000,000 of general commercial liability, vehicle/equipment coverages, workers compensation with statutory limits and no exclusions with the city named as additional insured and agrees to provide the **CITY** Purchasing Agent Office with a copy of the same. The **CONTRACTOR** further agrees to otherwise fully indemnify and hold the **CITY** harmless from any and all claims arising out of cemetery operations and maintenance by the **CONTRACTOR**, its employees or agents, and from any other activities of the **CONTRACTOR** arising from this agreement regardless of whether the **CITY** is sought to be or is held legally liable, whether jointly or severally, for any such claims.
7. It is fully understood and agreed by the parties, that at all pertinent times, and for the duration of this contract, the **CONTRACTOR** shall be considered an independent party or entity from the CITY, and the parties shall not be, nor considered to be in an employer-employee relationship or in any form of agency relationship. The **CONTRACTOR** is solely and fully responsible for the execution of this agreement and all of its responsibilities hereunder, and the acts and conduct of the **CONTRACTOR** in carrying out its duties and responsibilities under this agreement are in no way to be construed as the acts of conduct of the **CITY**.
8. The **CONTRACTOR** agrees to assure and does assure the **CITY** that any and all license fees, taxes, utilities, fees or fines of any type that are now, or may hereafter become, due and owing by the **CONTRACTOR**, or any of its principals or owners, to the **CITY** shall be promptly and fully paid; and the failure to promptly and timely pay license fees, taxes, utilities, fees or fines of any type when they become due shall constitute a breach of this Agreement at the option of the **CITY**. This condition is intended to assure that all persons and entities doing business with and within the **CITY**, including individual owners of the **CONTRACTOR** and including all of their said business interests, whether such interests are incorporated or not, and whether such business interests and activities are related to the purpose of this Contract or not, are persons and entities who are all in full compliance with the **CITY** Code.
9. The **CONTRACTOR** shall agree to comply with all Federal, State and Local laws regarding employment, environmental regulations, discrimination, disabilities, and safety.
10. The **CONTRACTOR** agrees to be in compliance with all OSHA rules and regulations as it pertains to job safety and protective equipment. Evidence of violations will result in the termination of this contract.
11. The **CONTRACTOR** agrees to, at all pertinent times during the performance of the work to be performed by the **CONTRACTOR** under this Agreement, the **CONTRACTOR** shall fully comply with the South Carolina Immigration Reform Act and shall execute the "Contractor's Affidavit" attached as an addendum to this Agreement.
12. The **CITY** shall have the right to cancel this agreement at any time upon the giving of the **CONTRACTOR** 30 (thirty) day's written notice of such termination. The **CITY** may terminate this contract upon the event the **CONTRACTOR** is in default with the **CITY** for any funds.
13. In extreme circumstances the **CITY** will allow the **CONTRACTOR** to use the **CITY** backhoe at a cost of thirty-five dollars (\$35.00) for each use at the discretion of the Public Services Director.
14. This contract shall be in effect from July 1, 2018 to June 30, 2023.

**IN WITNESS WHEREOF**, the parties have, in duplicate original, hereto signed and sealed this agreement by the respective parties authorized to execute the same this \_\_\_\_ day of July, 2018.

**WARREN'S LANDSCAPES AND CONTRACTORS**

**CITY OF HARTSVILLE**

By \_\_\_\_\_  
Mary Ann Warren Johnson  
Owner and Operator  
PO Box 791  
Hartsville, SC 29551  
843.383.0608  
843.383.3004

By \_\_\_\_\_  
Natalie M. Zeigler  
City Manager  
PO Drawer 2497  
Hartsville, SC 29551  
843.339.2867  
843.383.3015

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_  
Sherron L. Skipper, CMC  
City Clerk

{City Seal}

**CITY OF HARTSVILLE  
CEMETERIES CONTRACT**

**2018 – 2023**

**EXHIBIT A**

Pursuant to Section 3 of the current Cemeteries Contract between The City of Hartsville, a Municipal Corporation of the State of South Carolina and Warren's Landscapes & Contractors, the residence in the northeast corner of Magnolia Cemetery (140 S. Cedar Lane) is presently occupied by an employee of Warren's Landscapes and Contractors with cemetery responsibilities. {Contractor} provides the following information:

Employee's Name: C. Ansel Hughes

Number in Household: 1 Adults 0 Children

Phone Number: 843.621.8162

## **CONTRACT ADDENDUM**

### **CONTRACTOR AFFIDAVIT SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, \_\_\_\_\_ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the City of Hartsville, South Carolina

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will:

- (1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR

- (2) Employ only workers who:

- (a) Possess a valid South Carolina driver's license or identification card issued by the S. C. Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to the City of Hartsville upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide the City of Hartsville with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **Construction**

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City of Hartsville upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

## **Non-Construction**

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Hartsville upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.