

**CITY OF HARTSVILLE
CEMETERIES CONTRACT
2023-2026**

This contract, made and entered into this ___ day of July 2023, by and between the City of Hartsville, a Municipal Corporation of the State of South Carolina, hereinafter referred to as **CITY**, and Mary Ann 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 continue 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 her 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 @ \$275.00 per service from July 2023 – June 2024, \$300.00 per service from July 2024 – June 2025, and \$325.00 per service from July 2025 – June 2026, to be billed separately to the **CITY** on a monthly basis. After the 100 burial limit is reached, the charge per burial would be 50% of the current burial permit fees. In the event of a late arrival or after-hours burial, an additional \$100 per hour charge would be billed to the **CITY**. These monies shall be in lieu of any other compensation normally given to the **CONTRACTOR**.
 - 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 15th 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 \$11,000.00 per month (\$132,000.00 annually) for three (3) years.
6. The **CONTRACTOR** agrees to maintain a current licenses and certificate of insurance with \$1,000,000 of general commercial liability, vehicle/equipment coverages, and workers compensation with statutory limits and no

exclusions with the city names as additional insured and agrees to provide the **CITY** Purchasing Agent 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** or **CONTRACTOR** shall have the right to cancel this agreement at any time upon the giving the other party thirty (30) days 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, 2023 to June 30, 2026.

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 1st day of July, 2023.

WARREN'S LANDSCAPES, INC.

CITY OF HARTSVILLE

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

By _____
Daniel Moore,
City Manager
PO Drawer 2497
Hartsville, SC 29551
843.383.3015

Witness: _____

Witness: _____

Witness: _____

Witness: _____
Andrea D. Crenshaw, CMC
City Clerk

{City Seal}

DRAFT

**CITY OF HARTSVILLE
CEMETERIES CONTRACT
2023 - 2026**

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 Mary Ann Bedenbaugh Johnson, 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 & Contractors with cemetery responsibilities. Warren's Landscapes & Contractors provides the following information:

Employee's Name: _____

Number in Household: _____ Adults _____ Children

Phone Number: _____

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