

RESOLUTION NO. 46-2025
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON TOWNSHIP, OHIO RELATING TO SCOTT CEMETERY (fka SCOTT UNION CEMETERY) LOCATED IN MILAN TOWNSHIP, OHIO, COMPRISED OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000 AND 50-63015.000, EFFECTIVE JULY 15, 2025.

WHEREAS, the City requires the provision of certain management, consulting, administrative, and similar services to conduct its activities at the Scott Cemetery that is located on Erie County Permanent Parcel numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000, 50-63015.000 (the "Cemetery"), which is owned in fee by that City pursuant to ORC §§ 759.02 and 759.03, which was formerly managed under a union formed pursuant to OCR § 759.27, and which union has recently disbanded by unanimous consent pursuant to the authority of ORC § 759.39; and

WHEREAS, City and Township desire to effect a management and administrative services arrangement, as permitted by ORC § 759.09, under the terms and conditions stated in this Agreement whereby the Township shall provide (or cause to be provided) and be exclusively responsible for all management, administrative and operational undertakings at the Cemetery, including but not limited to, all maintenance, repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, as if the Township were the owner of the Cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager is authorized and directed to execute a Maintenance and Administrative Services Agreement for and on behalf of the City of Huron, Ohio with Huron Township, Ohio relating to Scott Cemetery (fka Scott Union Cemetery) located in Milan Township, Ohio (comprised of Erie County, Ohio Permanent Parcel Numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000 AND 50-63015.000), effective July 15, 2025, said Agreement to be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

24 JUN 2025



**MANAGEMENT AND
ADMINISTRATIVE SERVICES AGREEMENT**

This Management and Administrative Services Agreement (the "Agreement"), made by and between the City of Huron (an Ohio chartered municipality, herein called "City"); and Huron Township (an Ohio township, herein called "Township"), is to EVIDENCE THAT:

WHEREAS the City requires the provision of certain management, consulting, administrative, and similar services to conduct its activities at the Scott Cemetery that is located on Erie County Permanent Parcel numbers 50-00367.001, 50-63013.000, 50-63012.000, 50-63014.000, 50-63015.000 (the "Cemetery"), which is owned in fee by that City pursuant to ORC §§759.02 and 759.03, which was formerly managed under a union formed pursuant to OCR §759.27, and which union has recently disbanded by unanimous consent pursuant to the authority of ORC §759.39; and

WHEREAS City and Township desire to effect a management and administrative services arrangement, as permitted by ORC §759.09, under the terms and conditions stated in this Agreement whereby the Township shall provide (or cause to be provided) and be exclusively responsible for all management, administrative and operational undertakings at the Cemetery, including but not limited to, all maintenance, repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, as if the Township were the owner of the Cemetery.

NOW, THEREFORE, in consideration of the foregoing statements and the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), City and Township (herein collectively called the "Parties" and individually called a "Party") agree as follows:

1. Agreement Term.

The term of this Agreement (herein called the "Agreement Term") shall commence on July 15, 2025 and shall continue a minimum of five (5) years and shall continue thereafter unless and until terminated as provided in this Agreement.

2. Management and Administrative Services.

2.1 For purposes of this Agreement, the phrase "Management and Administrative Services" specifically includes (but is not limited to) full and complete control and management of all Cemetery-related operation and management services and exclusive responsibility for all management, administrative and operational undertakings at the Cemetery, including but not limited to all maintenance repair, and replacements to the Cemetery, and all costs and expenses pertaining to the Cemetery and the property housing same, at the Township's sole and exclusive cost and expense as if the Township were the owner of the Cemetery. The Township shall notify the City in writing prior to undertaking any and all capital repairs and replacements.

2.2 During the Agreement Term, the Township shall provide the City with all Cemetery-related Management and Administrative Services at the Township's sole and exclusive cost and expense.

2.3 If the City is not reasonably satisfied with the quality of Management and Administrative Services rendered by Township hereunder, the City may terminate the Agreement Term if the Township does not cure the reason(s) for City's dissatisfaction within fourteen (14) days after the City provides the Township with written notice specifying such reasons.

2.4 The City shall cooperate with execution of documents that may be reasonably necessary to allow Township to provide Management and Administrative Services for the Cemetery during the Agreement Term, but the City shall be under no obligation to expend funds, pay claims or obligations, offer the City's credit, nor increase the City's indebtedness in any way directly or indirectly pertaining to this Agreement.

2.5 To the extent of insurance proceeds cover losses (save and excepting contractual disputes, which shall likewise be the sole obligation and liability of the Township), the Township hereby indemnifies and saves the City harmless from and against any and all actual or threatened actions, causes of action, liabilities, debts, obligations, costs, expenses, fines, penalties and other charges directly or indirectly arising from the Township's performance and rendering of the Management and Administrative Services, except as otherwise expressly provided herein. For avoidance of doubt, the Parties acknowledge and agree that the City shall have no liability whatsoever for Cemetery operations beyond any one or more liabilities that are germane to ownership of the Cemetery land. But for the inclusion of this Section 2.5, the City would not have entered into this Agreement.

2.6 Notwithstanding any contrary provision of this Agreement, the burial and cemetery charges and rates for residents of the City of Huron shall be identical to the cemetery charges and rates for residents of Huron Township throughout the term of this Agreement.

2.7 Notwithstanding any contrary provision of this Agreement, the Township shall provide the City with a bi-annual written update on (a) all financial aspects of the cemetery, and (b) cemetery operations overall.

2.8 The combined balance of funds held in all Scott Cemetery financial accounts is \$60,855.90 as of June 22, 2025 ("Starting Funds"), and if and when this Agreement is terminated, regardless of reason, the Township shall reimburse the City an amount equal to the Starting Funds plus the amount of any increase in the Consumer Price Index (All Consumers) between the commencement of the Agreement Term and the termination of the Agreement Term, regardless of reason and as reasonably determined by the City, which amount shall be paid to the City within fourteen (14) days of termination of this Agreement.

3. Fees and Other Charges for Management and Administrative Services.

During the Agreement Term, the Township shall charge the City no fees whatsoever for Management and Administrative Services rendered, all of which shall be rendered at the Township's sole and exclusive cost and expense.

4. Documents and Other Property.

Upon termination of this Agreement by either Party (for any reason and regardless of cause), City and Township shall immediately deliver to the other all the documents and other items of the other Party and as such Party may request.

5. Termination.

5.1 From and after the fifth (5th) annual anniversary of this Agreement, the Agreement Term may be terminated by either Party upon ninety (90) days written notice to the other Party, except as otherwise provided herein.

5.2 Notwithstanding any contrary provision herein, either Party may terminate the Agreement Term if the other Party breaches or violates this Agreement; provided, however, that the terminating Party shall first give the breaching Party written notice of such breach or violation and allow fourteen (14) days thereafter to correct the breach or violation before terminating this Agreement.

6. Miscellaneous.

6.1 This Agreement is intended to create a contractual arrangement between the Parties whereby the Township provides Management and Administrative Services to the City hereunder as an independent contractor. Therefore, this Agreement (and any provision hereof) shall not be deemed or construed to create an agency, partnership, fiduciary, employment or any other relationship between City and Township.

6.2 This Agreement constitutes the entire agreement between Township and City regarding the subject matter hereof. All prior or contemporaneous oral or other written agreements, negotiations, representations, and arrangements regarding the subject matter hereof are hereby merged into and superseded by this Agreement.

6.3 All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity or inapplicability of any other provision of this Agreement.

6.4 For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

6.5 This Agreement may be amended, altered or changed only by a written document signed by both Parties and clearly designated as an amendment to this specific Agreement.

6.6 No course of dealing between the Parties, no waiver by either Party and no refusal or neglect of either Party to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein, unless such waiver is expressed in writing by the waiving Party and is clearly designated as a waiver to a specific provision(s) of this Agreement.

7. Jurisdiction and Venue.


7.1 This Agreement is signed, executed and consummated in the County of Erie, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.

7.2 City and Township hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Erie County, Ohio.

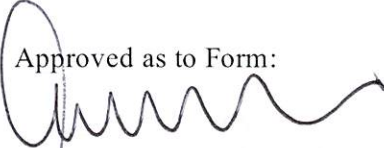
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set their hands as of the dates set forth below.

City of Huron

By: 
Stuart Hamilton, Interim City Manager

Date: June 25, 2025

Approved as to Form:


Todd A. Schrader, Esq., Law Director

Huron Township

By: _____
Gordon Hahn, Trustee

By: _____
Edward Wimmer, Trustee

By: _____
Ray Enderle, Trustee

Date: _____

Approved as to Form:
