

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

**MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (“Agreement”) is made and entered into by and between the City of Manor, Texas (“City”) and Nora Sanchez (“Manager”), (collectively, the “Parties”) for Manager to provide management and maintenance services at the City of Manor Cemetery.

**Whereas**, the City owns a cemetery comprised of approximately 5.1 acres located at 582 N. Lockhart Street, Manor, Travis County, Texas, as generally shown in Exhibit "A" attached hereto.

**Whereas**, in 2016, the Manor City Council authorized survey services to map the cemetery and to conduct pattern mapping of the burial spaces;

**Whereas**, in 2019, the City Council authorized the straightening, repair and cleaning of 40 monuments;

**Whereas**, historically the cemetery has been managed by Manor residents who volunteer their time and energy to maintain the property and the burial records;

**Whereas**, several burial spaces remain available and other unused spaces are already reserved;

**Whereas**, there is no cost associated with obtaining a burial space;

**Whereas**, the arrangement has met the needs of the community, but due to waning interest and other circumstances of some volunteers, the arrangement may not be sufficient to serve as a long-term solution; and

**Whereas**, the parties desire to formalize the arrangement in order to ensure the property and related records continue to be properly managed as the City undergoes record growth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained the Parties hereto agree as follows:

- 1. INITIAL TERM, RENEWAL, TERMINATION.** This agreement shall become effective upon signing by both Parties and shall continue in force for one (1) year. The Agreement will automatically renew for one (1) year term unless a party notifies the other of a decision to forego a renewal.

Either party may terminate this contract by giving the other party written “Notice of Termination of Contract” at least thirty (30) days prior to the intended termination date.

2. **STIPEND.** The City agrees to pay Manager a monthly stipend in the amount of \$1,000.00 for services rendered to manage the Cemetery.

3. **MANAGER'S SERVICES.**

a. Operation and Maintenance of the City Cemetery. Manager agrees to perform the following tasks on a daily basis, weather permitting. In performing the tasks under this Agreement, Manager will be acting as an independent contractor. The City may from time to time establish rules and regulations for the use and operation of the City Cemetery.

b. Hours. The City Cemetery shall be open to the general public during the days and times established by the City Council, weather permitting.

c. Volunteers. Manager shall oversee and coordinate the persons who volunteer to assist at the Cemetery.

d. Burial Space Records. Manager shall maintain detailed records with the following information:

1) the location, number/letter designation, or other marker of each burial space.

2) for persons in each burial space, the person(s) name, date of birth, date of death, and date of burial.

e. Reserved Burial Spaces. For each burial space reserved for future use, maintain a record with the name, address, email address (if any), and telephone number of the person for whom the burial space is reserved and the name and contact information of an alternate contact person. -

f. Initial Report. Within ninety (90) days of the effective date of this Agreement, Manager shall provide to the City Manager, the information described in subsections d. and e. above.

g. Other Reports. By the 15<sup>th</sup> day of each month, Manager shall provide to the City Manager, any updates to the information required in subsection e. above.

4. **CITY'S OBLIGATIONS.**

a. Utilities. The City shall provide and pay all charges for utility services to the City Cemetery during the Term. Utilities shall include water, sewer, garbage and electricity.

b. Insurance. If applicable, the City shall maintain insurance for the City Cemetery.

c. Deeds. The City Manager may grant to such persons deeds of conveyance to such lots as may be purchased. Deeds must be signed by the City Manager or designee.

5. **ASSIGNMENT.** Manager shall not assign or transfer this Agreement without the prior written consent of the City. Any assignment or transfer without the prior written consent of City shall be void and shall, at the option of City, terminate this Agreement.
6. **DESTRUCTION.** In the event the City Cemetery is partially damaged or destroyed or rendered partially unfit for use, the Manager shall give immediate notice to City. The City in its sole discretion shall determine the appropriate repair to be performed.
7. **MANAGER DEFAULT.** If Manager defaults in the performance of any task or obligation the City may terminate this Agreement if default continues for a period of 10 days after City notifies Manager of such default and of the City's intention to declare this Agreement terminated. Such notice shall be sent by the City to Manager at Manager's last known address by certified mail. Unless the Manager has completely cured the default within a 14 day period or, if not fully cured, the Manager is making continuing and diligent effort to cure such default, this Agreement shall terminate.

For purposes of this section, Manager is presumed to have abandoned its responsibilities at the Cemetery if Manager fails to operate the City Cemetery during the minimum hours required under this Agreement and weather permits such operation.

City shall have the right to store any property of Manager that remains at the Cemetery that is abandoned; and City may dispose of the stored property if Manager does not claim the property within sixty (60) days after the date the property is stored. City shall provide to Manager by certified mail at Manager's last known address a notice stating that City may dispose of Manager's property if Manager does not claim the property within 60 days after the date the property is stored.

8. **DEFAULT.** The following actions or failures on the part of Manager shall constitute a default on the part of the Manager:
  - a. Failure of the Manager to cause the City Cemetery to be open to the general public for the minimum number of hours set forth in this Agreement, weather permitting. Except in exigent circumstances, the Manager may in writing explain the circumstances preventing any opening of the premises.
  - b. Manager fails to maintain the premises in good repair.
  - c. Manager fails to follow the rules, regulations, and policies of the City after seventy-two (72) hours written notice of a violation, unless extended in writing by the City.
  - d. Manager fails to operate the City Cemetery in compliance with applicable state regulations after seventy-two (72) hours written notice of a violation, unless extended in writing by the City.
  - e. Manager otherwise materially breaches this Agreement.

9. **TERMINATION BY MANAGER.** Manager may terminate this agreement at any time with thirty (30) days' notice to City.

10. **NOTICES.** Notice to Manager shall be by certified mail or other delivery to the below address, or such other address as given by Manager to City in writing. Notices to City shall be by certified mail to the below address.

Name: City of Manor  
Address: 105 E. Eggleston  
City: Manor, Texas 78653

Name: Nora Sanchez  
Address: \_\_\_\_\_  
City: Manor, Texas

11. **RIGHT OF ENTRY; CLOSURE OF CITY CEMETERY.** City shall have the right to enter the premises at any time: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose. Owner shall further have the right to close the City Cemetery without notice in the event: (a) there is a material breach of this Agreement; or (b) to protect the public, health, safety, and welfare.

12. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusive in Travis County, Texas.

13. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date thereof, and duly executed by the parties.

*[This space intentionally left blank]*

**EXECUTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**MANAGER**

\_\_\_\_\_  
Nora Sanchez

**CITY OF MANOR**

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**Attest:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary