

HOLLAND-SPRINGFIELD SPENCER HISTORICAL SOCIETY
MANAGEMENT AND COST SHARING AGREEMENT

WHEREAS, the Holland Springfield Spencer Historical Society (Society) is an Ohio not-for-profit corporation formed in 1997 “to preserve, record and collect the historical data, legacy, statistics and memoirs of the area of Lucas County, Ohio encompassing the Village of Holland, and the Townships of Springfield and Spencer”, and

WHEREAS, the Village of Holland (Village) desires to ensure the continued purposes of the Society and has agreed to retain the services of an individual to provide event planning, coordination, media relations, fundraising, and management services (Services) to the Village for the benefit of the Society and consistent with the purposes of the Society, and

WHEREAS, Springfield Township (Township) desires to ensure the continued purposes of the Society by contributing to the costs of the Services.

Now, therefore, this Management and Cost Sharing Agreement (Agreement) is entered into as of this _____ day of _____, 2025, by and between the Village of Holland and Springfield Township as follows:

1. Retention of Contractor. The Village has entered into a contract services agreement for the Services, the terms of which are set forth in said contract services agreement between the Village and Jane Maiolo (Contractor), attached hereto (the “Services Agreement”).
2. Contract Oversight. The performance by Contractor under the Services Agreement will be subject to the general oversight of the Village.
3. Cost Sharing Provisions. In consideration of the Services provided by Contractor under the Services Agreement, the Township agrees to contribute to the costs incurred by the Village under the Services Agreement by making payments to the Village equal to one-half of the expenses incurred by the Village under the Services Agreement, up to a maximum amount of \$5,000 annually during the term of the Services agreement. Payment shall be made by the Township not less than thirty (30) days from the date of a reasonably detailed invoice from the Village.

Not later than three months prior to the expiration of the Services Agreement, the Village and Township will meet and confer in order to determine the projected budget and cost allocation related to the contract services agreement for the following year(s).

The Township shall not be liable for any bonus payments or other compensation approved by the Village to be paid to Contractor in excess of the compensation set forth in the Services Agreement.

4. Term. This Agreement will have an initial term coterminous with the term set forth in the Services Agreement. This Agreement may be renewed by mutual agreement of the Village and the Township.
5. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, assigns, heirs and personal representatives. Each party hereto has secured the authority to execute this document by resolution or otherwise.

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6. Construction. The terms of this Agreement were negotiated at arm's length by the parties hereto. The covenants, terms and provisions contained herein shall not be construed in favor of or against any party because that party or its counsel drafted this Agreement, but shall be construed simply according to its fair meaning as if all parties prepared this Agreement, and any rules of construction to the contrary are hereby specifically waived.
7. Headings. Headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
8. Severability. Every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.
9. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

The Village of Holland

Springfield Township

Village Administrator

Trustee

Trustee

Trustee

Approved as to form

Approved as to form

Village Solicitor

Township Solicitor