

### **THIRD AMENDMENT TO AGREEMENT**

This Third Amendment to Agreement ("Third Amendment") is entered February 5, 2019 by the City of Pleasanton ("City") and Monte Vista Memorial Investment Group (MVMIG), LLC, a Limited Liability Corporation whose address is 3656 Las Colinas Road, Livermore, CA 94551, and telephone number is 408-499-2197 ("Contractor").

**Whereas**, City and Contractor entered into an Agreement for Burial Services, Marker Installation, and Ground Maintenance services on December 7, 2016, as amended by the First Amendment dated November 17, 2017 and the the Second Amendment dated December 27, 2017 (collectively the "Agreement"); and

**Whereas**, Section 3 of the Agreement allows the parties to extend the term; and

**Whereas**, the parties desire to further amend the Agreement.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3. of the Agreement, "Terms" is amended to read: "The contract shall commence on January 1, 2017 and shall expire on December 31, 2019. The City and Contractor shall retain the right to renew this Agreement for an additional one-year periods up to but not exceeding three additional years."
2. The first paragraph of Section 4. of the Agreement, "Compensation" is amended to read: "City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Contractor's invoice. Between January 1, 2019 and December 31, 2019, total compensation for service and reimbursement for costs shall not exceed \$150,000. If this Agreement is renewed for additional years, total compensation for services and reimbursement for costs shall not exceed \$150,000 per year."
3. Exhibit A, Section 3. of the Agreement, "Scope of Consultants Services" Burial Services and Grounds Maintenance" is amended to read:


<b>Burial Services</b>		
<b>Interments</b>	<b>Weekday</b>	<b>Weekend and Holiday</b>
Open & Closing of Grave - Casket Vault Burials Preparing graveside for services	\$1100	\$1400
Open & Closing of Grave – Urn Vault Burials Preparing graveside for services	\$500	\$575
Installation of Cement Vaults Single/Double	\$1450/1750	\$1950/2400
Installation of Cremains Vaults		
<b>General Consulting on Cemetery</b>		
Andy Martinez	\$200	
<b>Disinterment's</b>		
Casketed Remains	\$1900	\$2700
Cremated Remains	\$700	\$900
Crypt	Request Quote	
Niche	Request Quote	
<b>Grave Markers &amp; Monuments</b>		
Installation of Flat Marker	\$300	\$375
Repair of Existing Marker or Monument	Request Quote	
<b>Flat Marker Fabrication</b>		
Flat Marker Fabrication. (Fee in addition to installation fee.)	\$200	\$300
Flat Marker Removal	\$100	\$150
<b>Grounds Maintenance</b>		
<p>The listed hours and prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs. All trimming and pruning is performed in accordance with the standards established by City of Pleasanton Specifications and Parks Maintenance Superintendent. Maintenance is a fixed price of \$3,700.00/month, and all work shall be done as specified in the Contract Documents.</p>		

Proposed annual cost to maintain, per contract specifications, including labor, overhead and all required tools, etc.	\$44,400.00	
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4. Other than amended above, the Agreement remains in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Third Amendment to the Agreement as of the date and year first above written.


**CITY OF PLEASANTON**

  
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 Nelson Fialho, City Manager

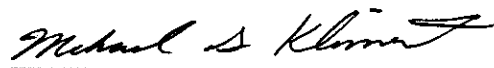
ATTEST:

  
 \_\_\_\_\_  
 Karen Diaz, City Clerk

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Daniel G. Sodergren, City Attorney

**CONTRACTOR**

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

Signature  
 Michael G. Klimant

Print name  
 Title: President Cemetery Services

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

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

Signature  
 Christopher D. Carrano

Print name  
 Title: Manager