

EXTENSION OF AND FIRST AMENDMENT TO AGREEMENT
TO SUPPLY CEMETERY MANAGEMENT SERVICES

THIS EXTENSION OF AND FIRST AMENDMENT TO AGREEMENT TO
SUPPLY CEMETERY MANAGEMENT SERVICES is made and entered into this
_____ day of _____, 2012, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of
the State of Florida, hereinafter referred to as "City",

and

CFS FUNERAL SERVICES, INC., a Foreign Profit
Corporation operating under the laws of the State of Florida,
hereinafter referred to as "CFS".

RECITALS

WHEREAS, pursuant to Motion at its February 5, 2008 City Commission meeting, the City and CFS entered into that certain Agreement to supply Cemetery Management Services during the period October 1, 2008 through September 30, 2013 hereinafter referred to as "Agreement"; and

WHEREAS, pursuant to Part III – Special Conditions, Paragraph 09 of the Request for Proposals attached to and incorporated into the Agreement, the City and CFS wish to extend the term of the Agreement for five (5) years ending September 30, 2018; and

WHEREAS, pursuant to Motion at its October 2, 2012 City Commission meeting, the City approved this Extension of and First Amendment to Agreement to Supply Cemetery Management Services to reflect certain modifications herein provided; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. Recitals; Capitalized Terms. The above-referenced recitals are incorporated herein as though fully set forth and restated and are made hereof. Capitalized terms used but not defined in this First Amendment which are defined in the Agreement shall have the meanings given such terms in the Agreement.

2. Extension of Term. Pursuant to Part III – Special Conditions, Paragraph 09 of the Request for Proposals attached to and incorporated into the Agreement, the term of the Agreement is hereby extended to September 30, 2018.

3. Compensation and Capital Improvement Plans. The City and CFS hereby agree to the Compensation and Capital Improvement Plan attached as Exhibit "A" hereto for the five (5) year period ending September 30, 2018 and the Amended Capital Improvement Plan attached as Exhibit "B" hereto for the five-year period ending September 30, 2013. CFS shall carry out such capital improvement plan as described in Exhibit "A" and, to the extent not inconsistent therewith, in accordance with the standards applicable to previous capital improvement plans for the Cemetery System under the Agreement.

4. Effective Date. The effective date of this First Amendment shall be the date this First Amendment is executed by both parties.

5. Miscellaneous provisions.

- (a) This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- (b) As amended hereby, the Agreement, as modified herein, shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

By _____
City Manager

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

WITNESSES:

[Signature]
[Signature]
(CORPORATE SEAL)

CFS FUNERAL SERVICES, INC.

By [Signature]

ATTEST:

[Signature]

STATE OF Texas:
COUNTY OF Harris:

The foregoing instrument was acknowledged, before me this Sept. 12th, 2012, by L. William Heiligbrodt, of CFS FUNERAL SERVICES, INC. a foreign profit corporation operating under the laws of the State of Florida, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Marilyn Lorina Brown
Name of Notary Typed, Printed Or Stamped

My Commission Expires: 8-16-2015

169993
Commission Number

EXHIBIT A

Five-Year Compensation and Capital Plan for 2013-2018 Contract Term

	Payable	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Fiscal Year 2016/17	Fiscal Year 2017/18	Total	Notes
Payment to City								
Management Fee	October	\$670,407	\$703,550	\$738,727	\$775,664	\$814,447	\$3,702,795	(1)
Admin Fee	Quarterly	\$63,814	\$67,004	\$70,355	\$73,872	\$77,566	\$352,611	(1)
5% > \$3.5 Cash	November	\$42,690	\$42,690	\$42,690	\$42,690	\$42,690	\$213,450	(2)
Total		\$776,911	\$813,244	\$851,772	\$892,226	\$934,703	\$4,288,856	
Capital Expense		\$200,000	\$200,000	\$200,000	\$10,000	\$10,000	\$620,000	(3)(4)
Grand Total		\$976,911	\$1,013,244	\$1,051,772	\$902,226	\$944,703	\$4,888,856	

Notes:

- (1) These fees are fixed and increase annually by 5%.
- (2) This number estimated since cash receipts would be audited and 5% paid in November for the prior fiscal year.
- (3) Capital improvements proposed :
 - A. \$120,000, discretionary capital projects with approval of the Department and Cemetery Board of Trustees.
 - B. \$350,000, Phase III Mausoleum Construction at Sunset Memorial Gardens.
 - C. \$150,000, Garden Development at Lauderdale Memorial Gardens.

EXHIBIT B

Amended Five-Year Capital Improvement Plan for 2008-2013 Contract Term

Contract Capital	Description	2008/2009		2010		2011		2012		2013		Total
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7				
Evergreen	Irrigation	\$ 15,600	\$ 11,411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,011
	Decorative Trash Units	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
	Fence Replace/Paint	\$ -	\$ -	\$ -	\$ 11,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,780
	Vacate/Survey Roads	\$ 18,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,600
Total		\$ 34,200	\$ 14,411	\$ -	\$ 11,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,391
Lauderdale	Mausoleum Complex	\$ 968,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 968,402
	Decorative Trash Units	\$ -	\$ -	\$ 5,805	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,805
	Office Lot Paving	\$ -	\$ 9,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,149
	Pvt Hedge Estates	\$ -	\$ -	\$ 53,322	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,322
	New Entrance/Gates	\$ 92,000	\$ -	\$ 14,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,030
	Irrigation Upgrade Auto	\$ 11,974	\$ 7,179	\$ 31,126	\$ 4,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,750
	Pin Develop Gardens	\$ 2,400	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,400
	Cremation Garden	\$ 42,730	\$ 80,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,174
	Office Renovations	\$ -	\$ -	\$ 53,594	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,594
	Fence Maint Area	\$ 10,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,226
Total		\$ 1,127,732	\$ 96,772	\$ 159,877	\$ 4,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,388,852
Sunset	Mausoleum Complex	\$ -	\$ -	\$ -	\$ 566,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 566,321
	New Entrances	\$ -	\$ 33,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,705
	Survey and Pin	\$ -	\$ 9,000	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500
	Develop New Garden	\$ -	\$ -	\$ 33,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,647
	Decorative Trash Units	\$ -	\$ 11,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,171
	Irrigation Upgrade	\$ 4,978	\$ -	\$ 16,701	\$ 40,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,380
Total		\$ 4,978	\$ 132,360	\$ 15,758	\$ 40,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,118
Grand Total		\$ 1,166,910	\$ 297,419	\$ 230,483	\$ 623,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,318,085