

**FIRST AMENDMENT TO THE MUNICIPAL CEMETERY OPERATING AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
CARRIAGE MUNICIPAL CEMETERY SERVICES OF NEVADA, INC.**

This FIRST AMENDMENT to the MUNICIPAL CEMETERY OPERATING AGREEMENT (the "Operating Agreement") is made and entered into by and between THE CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), and CARRIAGE MUNICIPAL CEMETERY SERVICES OF NEVADA, INC., a Nevada corporation ("Carriage"). The City and Carriage are sometimes collectively referred to herein as the "Parties".

This First Amendment is effective on the later of the date of approval by the Las Vegas City Council or Carriage, each as noted on the signature page hereto, as long as approval by one is within thirty (30) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, the Parties entered into that certain Municipal Cemetery System Lease Agreement dated February 16, 2000 (the "2000 Agreement") under which Carriage has operated the City's Woodlawn Cemetery located at 1500 Las Vegas Boulevard North in the city of Las Vegas, Clark County, Nevada; and

WHEREAS, Carriage and the City subsequently entered into that certain Municipal Cemetery Operating Agreement dated May 6, 2020 (the "Operating Agreement"); and

WHEREAS, the Operating Agreement has been in continuous force and effect through the date hereof; and

WHEREAS, the Parties now desire to amend the terms of the Operating Agreement to offset for the loss of burial space revenue by reassigning certain maintenance responsibilities from Carriage to the City, which the City desires to accept, and revising Carriage's renewal option terms; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Operating Agreement as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this First Amendment.

2. Defined Terms. Capitalized terms used but not defined in this First Amendment shall have the meaning given to such terms in the Operating Agreement.

3. Amendments.

(a) Section 2.2 of the Operating Agreement is hereby amended in its entirety so that, as amended, it shall read as follows:

2.2 Options to Renew. In the event that Carriage is not then in default under the terms, covenants and conditions contained in this Agreement, it shall have the options, with the consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned, to renew this Agreement for either: (i) one (1) additional term for one (1) year, or (ii) one (1) additional term of three (3) years, either of which shall commence on the date of expiration of the initial term, provided that at least one hundred and eighty (180) days prior to the expiration of the initial term, Carriage notifies the City in writing of its election to extend this Agreement.

(b) Sections 6.1 and 6.2 of the Operating Agreement are hereby amended in their entirety so that, as amended, it shall read as follows:

6.1. Cemetery Maintenance. Carriage shall be responsible for the following maintenance items in and around the maintenance yard located in the Cemetery Property.

- A. Buildings and other structures in the maintenance yard shall be in good repair, but Carriage has no obligation to improve the current condition of buildings or any other structures in the maintenance yard at the Cemetery; and
- B. Subject to Section 6.2(H), the maintenance yard shall be kept reasonably free of debris; and
- C. Equipment shall be properly stored and away from public view in the maintenance yard, when not in use.

6.2. Cemetery Maintenance. The City will be responsible for the following:

- A. Maintenance of all buildings and structures outside the maintenance yard.
- B. Maintenance of the Cemetery Property to include mowing, headstone trimming, maintenance of trees and all landscaping related responsibilities; and
- C. Trash removal from the Cemetery Property except the maintenance yard; and
- D. All utilities used at the Cemetery Property; and
- E. Maintenance to, repairs of, and upkeep of the Cemetery Property irrigation system; and
- F. Maintenance to, repairs of, and upkeep of the Cemetery Property roadways, and gates; and
- G. Maintenance to, repairs of, and upkeep of the perimeter fences on the Cemetery Property; and
- H. Cemetery Property security at a level consistent with the level of security in effect as of the Effective Date of this Agreement; and
- I. Periodic removal of excess (soil) spoils from the maintenance yard; and
- J. While the City cannot warrant that homeless encampments around the Cemetery Property will be removed, the City will in good faith continue to work to limit the homeless population and homeless encampments around the Cemetery Property to help ensure the safety, security, and serenity of the Cemetery, Carriage staff, and Cemetery customers and visitors.

4. The Parties represent and acknowledge that as of the date of this First Amendment, neither party (i) is in default under the terms of the Operating Agreement; (ii) has any defense, set off or counterclaim to the enforcement by either party of the terms of the Operating Agreement; and (iii) is aware of any action or inaction by either party that would constitute an event of default by either party under the Operating Agreement.

5. In the event of a conflict between any provision(s) of the Operating Agreement, this First Amendment shall control.

6. In all other respects, the Operating Agreement is hereby ratified and confirmed, in full.

7. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

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SERVICES OF NEVADA, INC..**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date as defined herein

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 6/28/22
Deputy City Attorney Date
John S. Ridilla
Chief Deputy City Attorney

**CARRIAGE MUNICIPAL CEMETERY
SERVICES OF NEVADA, INC.**

By: Larry Davis

Printed Name: LARRY DAVIS

Title: Managing Partner &
Authorized Representative

Date: June 7, 2022