

**AMENDMENT NO. 5 TO
MONTICELLO PUBLIC CEMETERY DISTRICT
AGREEMENT NO. 230118B (MPCD)**

THIS AMENDMENT NO. 5 OF MONTICELLO PUBLIC CEMETERY DISTRICT AGREEMENT NO. 230118B (MPCD) (“Agreement”) is made and entered into as of 1st day of July 2025 by and between MONTICELLO PUBLIC CEMETERY DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as “DISTRICT”, and PRESTIGE LAWN CARE MAINTENANCE, whose mailing address is 119 Parkview Lane, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” The DISTRICT and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on August 5, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

WHEREAS, the Agreement provides that the CONTRACTOR may perform non-routine maintenance work with approval by the DISTRICT; and

WHEREAS, the Parties amended the Agreement on May 16, 2023 (“Amendment No. 1”) to increase the maximum compensation payable to CONTRACTOR in Fiscal Year 2022-23 by \$20,000 from \$35,000 to \$55,000 so that the CONTRACTOR could blade the entire cemetery grounds, refurbish the plaque entrance area, and repair erosion at the Spanish Flat Water District water connection and utility boxes at the cemetery’s southeast corner; and

WHEREAS, in 2022, the DISTRICT identified the need to construct walking paths on the cemetery grounds for easier access to gravesites, particularly for seniors; and

WHEREAS, the Parties amended the Agreement on March 12, 2024 (“Amendment No. 2”) to increase the maximum compensation payable to CONTRACTOR in Fiscal Year 2023-2024 by \$65,000 from \$35,000 to \$100,000 so that the CONTRACTOR could build the walking paths. Amendment No. 2 also increased the maximum compensation payable to CONTRACTOR in future renewal periods by \$10,000 from \$35,000 to \$45,000; and

WHEREAS, the Parties amended the Agreement on August 6, 2024 (“Amendment No. 3”) to increase the maximum payment amounts allowable under the Agreement in Fiscal Year 2024-25 by \$60,000 from \$45,000 to \$105,000 to fund the walkways project identified as a need in 2022; and

WHEREAS, the Parties amended the Agreement on December 17, 2024 (“Amendment No. 4”) to increase the estimated monthly crew hours required to reflect the increased effort required to mow, weed whack and edge along the new walkway boundaries without increasing the overall cost of the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement to extend the term of the

agreement to June 30, 2027 and to increase the maximum compensation during fiscal year 2025-26 by \$55,000, from \$35,000 to \$90,000, for fiscal year 2025-26; and maximum compensation of \$35,000 for fiscal year 2026-27.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1, of the Agreement as to term of the agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30 however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

Paragraph 3, of the Agreement is hereby amended in its entirety to read as follows:

3. Compensation.

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work pursuant to Exhibit "A," DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibits "B" and "B-1" for routine monthly contract service work and any non-routine work (outside of the monthly contract service) to be performed. Labor rates for services performed outside of normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.
- (b) Expenses. Cost of parts and similar expenses necessary to fulfill the Scope of Services set forth in Exhibits "A," "B" and "B-1" will be reimbursed by District upon submission of an invoice in accordance with Paragraph 4 and approval by the District Manager. Proposals must include separate costs/rates for labor and materials.
- (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed FIFTY-FIVE THOUSAND (\$55,000) for professional services during the fiscal year ending June 30, 2023, THIRTY-FIVE THOUSAND (\$35,000) for professional services during the fiscal year ending June 30,

2024, ONE HUNDRED AND FIVE THOUSAND (\$105,000) for professional services during the fiscal year ending June 30, 2025, NINETY THOUSAND (\$90,000) for professional services during the fiscal year ending June 30, 2026, and THIRTY-FIVE THOUSAND (\$35,000) for professional services during the fiscal year ending June 30, 2027, however, that the maximum amounts described herein shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Except as provided herein, all other terms and provisions of the Agreement and its Amendment Nos. 1, 2, 3, and 4 shall remain in full force and effect as originally agreed.

3. This Amendment No. 5 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

(Remainder of this page is intentionally blank)

IN WITNESS WHEREOF, this Amendment No. 5 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

MIGUEL A. HERNANDEZ, Owner/Operator of
PRESTIGE LANDSCAPING

By Miguel Hernandez
Miguel A. Hernandez

“CONTRACTOR”

YASMIN HERNANDEZ, Chief Financial Officer

By Yasmin Hernandez
Yasmin Hernandez

MONTICELLO PUBLIC CEMETERY DISTRICT, a
special district, acting by and through its Board of Trustees

By _____
ANNE COTTRELL, Chair
Board of Trustees

“DISTRICT”

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: April 15, 2025</p>	<p>APPROVED BY THE BOARD OF TRUSTEES OF THE MONTICELLO PUBLIC CEMETERY DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the District Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Monticello Public Cemetery District Board of Trustees</p> <p>By: _____</p>
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