

**AMENDMENT NO. 4 TO
MONTICELLO PUBLIC CEMETERY DISTRICT
AGREEMENT NO. 230118B (MPCD)**

THIS AMENDMENT NO. 4 OF MONTICELLO PUBLIC CEMETERY DISTRICT AGREEMENT NO. 230118B (MPCD) (“Agreement”) is made and entered into as of 17th day of December 2024 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, DISTRICT and CONTRACTOR now wish to amend the Agreement 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 which will not increase the overall cost of the Agreement;

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR amend Monticello Public Cemetery District Agreement No. 230118B (MPCD) (the “Agreement”) as follows:

1. Paragraph 3 of the Agreement is 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, and ONE HUNDRED AND FIVE THOUSAND (\$105,000) for professional services during the fiscal year ending June 30, 2025, provided, 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. Exhibit “B-1,” attached hereto, is hereby added to and incorporated into the Agreement.

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

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

PRESTIGE LAWN CARE MAINTENANCE

By Miguel Hernandez
Miguel A. Hernandez, Owner/Operator

By Yasmin Hernandez
Yasmin Hernandez, Chief Financial Officer
"CONTRACTOR"

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

By _____
JOELLE GALLAGHER, Chair
Board of Trustees

"DISTRICT"

<p>APPROVED AS TO FORM Monticello Public Cemetery District Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> District Counsel</p> <p>Date: November 7, 2024</p>	<p>APPROVED BY THE MONTICELLO PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Monticello Public Cemetery District Board of Trustees</p> <p>By: _____</p>
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EXHIBIT "B-1"

COMPENSATION

DISTRICT will pay CONTRACTOR the maximum yearly amount of \$22,800 for Fiscal Year 2024-25 with monthly maintenance payments increasing to \$2,000 beginning January 1, 2025, and \$24,000 for each full fiscal year of service thereafter (July 1 through June 30) to be amortized into twelve (12) monthly payments of \$2,000. The maximum amount does not include months of the fiscal year before the effective date of Amendment No. 4.

	MONTHLY CREW HOURS	HOURLY RATE	TOTAL MONTHLY COST
Mowing	27.85	\$52	\$1,448
Irrigation Operation	4	\$68	\$272
Weed spraying	5	\$56	\$280
TOTAL (Prices amortized over 12 months)			\$2,000

CONTRACTOR must submit a proposal to DISTRICT for any non-routine work (outside of the monthly contract service) to be performed and must receive written approval by DISTRICT before work may be performed. Proposals must include cost breakdown for labor and materials.

Emergency and Other Rates

- (a) Labor rates for services performed outside 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.