

**AMENDMENT NO. 1 TO
MONTICELLO PUBLIC CEMETERY DISTRICT
AGREEMENT NO. 230118B (MPCD)**

THIS AMENDMENT NO. 1 OF MONTICELLO PUBLIC CEMETERY DISTRICT AGREEMENT NO. 230118B (“Agreement”) is made and entered into as of this 16th day of May 2023 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.”

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 DISTRICT identified the need to blade the entire cemetery grounds, refurbish the plaque entrance area, repair erosion at the Spanish Flat Water District water connection and utility boxes at the cemetery’s southeast corner, and secure funding for other, unanticipated costs; and

WHEREAS, DISTRICT and CONTRACTOR now wish to amend the Agreement to increase the maximum payment amounts allowable under the Agreement to fund the aforementioned non-routine landscaping and erosion control projects approved by the DISTRICT.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR amend Monticello Public Cemetery District Agreement No. 230118B (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 Exhibit “B” 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 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 Exhibit “A” and Exhibit “B” 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 DOLLARS (\$55,000) for professional services for the fiscal year ending June 30, 2023, and THIRTY-FIVE THOUSAND DOLLARS (\$35,000) per fiscal year for each renewal year, 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. The first paragraph of Exhibit "B" COMPENSATION is amended in its entirety to read:

DISTRICT will pay CONTRACTOR the yearly amount of \$21,600 for a full fiscal year of monthly maintenance services (July 1 through June 30) to be amortized into twelve (12) monthly payments of \$1,800, but does not include months of the fiscal year before the contract has commenced. The remaining amount up to the maximum per fiscal year amount established in Paragraph 3(c) shall be reserved for non-routine work, if needed.

3. This Amendment No. 1 shall be effective May 16, 2023.
4. Except as provided herein, all other terms and provisions of the Agreement 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.

MIGUEL A. HERNANDEZ, Owner/Operator

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 _____
BELIA RAMOS, Chair
Board of Trustees

"DISTRICT"

APPROVED AS TO FORM Monticello Public Cemetery District Counsel	APPROVED BY THE MONTICELLO PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES	ATTEST: NEHA HOSKINS Clerk of the Monticello Public Cemetery District Board of Trustees
By: <u>Ryan Fitzgerald (e-sign)</u> District Counsel	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____
Date: April 27, 2023		