

**SECOND AMENDMENT TO AGREEMENT**

This Second Amendment to Agreement ("Second Amendment") is entered into this 27 day of December 2017 by the City of Pleasanton ("City") and Monte Vista Memorial Investment Group (MVMIG), LLC, a Limited Liability Corporation whose address is 3656 Las Colinas Road, Livermore, CA 94551, and telephone number is 408-499-2197 ("Contractor").

**Whereas**, on December 12, 2016 the City and Contractor entered into a Professional Services Agreement for Burial Services, Marker Installation, and Grounds Maintenance services ("Agreement"); and

**Whereas**, Section 3 of the Agreement allows the parties to extend the term; and

**Whereas**, the parties desire to amend the Agreement;

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement, "Terms" is amended to read:  
The contract shall commence on January 1, 2018 and shall expire on December 31, 2018.
2. Section 4 of the Agreement, "Compensation" is amended to read:  
Total compensation for services and reimbursement for costs shall not exceed \$100,000.
3. Section 4.a. of the Agreement, "Compensation" is amended to read:  
Invoices submitted to City must contain a brief description of work performed, time used, employees work schedules, pictures of work completed, and areas maintained.
4. Exhibit A, Section 2.7.3. of the Agreement, "Scope of Consultants Services" is amended to read:  
Trenches & Caskets – Contractor will inspect grave sites for settling trenches for erosion backfilling if necessary with existing soil from soil piles. This includes cleaning headstones of debris and dirt. Existing gravesites that require leveling will be completed at the rate of approximately one (1) per week.
5. Exhibit A, Section 2.8.1 of the Agreement, "Scope of Consultant Services" is amended to read:  
Contractor will conduct general landscape maintenance two (2) days a week, fifty-two (52) weeks a year, every Tuesday, and Friday.
6. Exhibit A, Section 2.8.2 of the Agreement, "Scope of Consultant Services" is amended to read:  
Contractor will remove all cemetery decor as per the approved Rules and Regulations on the first and third Friday of the month. If any holiday falls on that Friday, the City or its designee will remove the decor the following Friday.

7. Exhibit A, Section 3 of the Agreement, Scope of Consultant Services – Compensation” is amended to read:  
 If burial fees and maintenance costs exceed the total compensation amount of \$100,000, parties will negotiate in good faith. Grounds maintenance may be billed monthly at \$3,572.16 per month for a total of \$42,866.
8. Exhibit A, Section 3 of the Agreement, Scope of Consultant Services – Burial Services and Grounds Maintenance” is amended to read:

<b>Burial Services</b>			
<b>Interments</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Open & Closing of Grave - Casket Vault Burials Preparing graveside for services	\$1100	\$1350	\$1350
Open & Closing of Grave – Urn Vault Burials Preparing graveside for services	\$450	\$525	\$525
Installation of Cement Vaults Single/Double	\$1450/1750	\$1950/2400	\$1959/2400
Installation of Cremains Vaults			
General Consulting on Cemetery			
Andy Martinez	\$200		
<b>Disinterment's</b>			
Casketed Remains	\$1895	\$2645	\$2645
Cremated Remains	\$695	\$900	\$900
Crypt	Request Quote		
Niche	Request Quote		
Children's Grave	\$1895	\$2465	\$2465
<b>Grave Markers &amp; Monuments</b>			
Installation of Flat Marker	\$300	\$375	\$375
Repair of Existing Marker or Monument	Request Quote		
<b>Grounds Maintenance</b>			
The listed hours and prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs. All trimming and pruning is performed in accordance with the standards established by City of Pleasanton Specifications and Parks Maintenance Superintendent. Maintenance is a fixed price of \$3,572.16/month, and all work shall be done as specified in the Contract Documents.			

*Handwritten initials*

Proposed annual cost to maintain, per contract specifications, including labor, overhead and all required tools, etc.	\$42,866		
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9. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this First Amendment to the Agreement as of the date and year first above written.

**CITY OF PLEASANTON**

**CONTRACTOR**

\_\_\_\_\_  
Nelson Fialho, City Manager

By: Michael & Kliment

Signature

Michael & Kliment  
Print name

ATTEST:

Title: President

\_\_\_\_\_  
Karen Diaz, City Clerk

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

Print name

Title: \_\_\_\_\_

*gmk*