

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into this 1 day of July 2022 by the City of Pleasanton ("City") and Graham-Hitch Mortuary, a corporation, ("Consultant")

Whereas, on July 1, 2021 the City and Consultant entered into a Professional Services Agreement for Cemetery Management, Sales, and Burial coordination services ("Agreement"); and

Whereas, the terms and scope of work need to be amended; and

Whereas, the parties desire to amend to the Agreement;

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

1. Section 1 of the Agreement, "Consultant's Services." is amended to read:
Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the amended Exhibit A. Consultant shall provide said services at that time, place, and manner specified in the amended Exhibit A.
2. Section 3 of the Agreement, "Terms." is amended to read:
This contract shall commence on the date written above and shall expire on June 30, 2023. The City and Consultant shall retain the right to renew the signed contract for an additional one-year period up to but not exceeding three additional years.
3. 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

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Jocelyn Kwong, City Clerk

Title: _____

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

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

EXHIBIT A

Scope of Consultant's Services

The *Management, Sales and Burial Coordination Contract* provider will serve as the first point of contact for clients. The contract includes the everyday operation of the Cemetery; office responsibilities including but not limited to: sale of plots, keeping track of and scheduling burials, internments and niche space allocations, handling financial responsibilities such as receiving payments, as well as day-to-day oversight of cemetery operations, including coordinating the other aspects of cemetery work and working with City officials in connection with all of these responsibilities.

Management & Sales

1. Sales of Plots and Vaults

- a. Organization shall be responsible for showing cemetery property and spaces available for sale to interested parties and complete all administrative tasks and financial transactions associated with space sales and burial services
- b. Organization will rely upon the prices approved by the City on a form approved by the City for all sales and burial services
- c. Standard customer sales and information packets shall include, at a minimum: Cemetery Rules & Regulations signed by customer, signed purchase agreement, installment sales contract (if required), and current Pleasanton Pioneer Cemetery Fee Schedule
- d. Organization will receive and record all sales using a city issued credit card terminal and check reader and be processed through the City's Tyler Munis Point of Sale system.

2. Record Management

- a. Responsible for all accounting and record-keeping related to purchases, distributions, all accounts, collections, and fulfillments over time
- b. Provide an income and cash distribution report, and a report on the accounts on a monthly basis
- c. Organization shall enter all cemetery business information including all burial and space ownership records into City's Cemetery Management Software

3. Equipment

- a. Sales: The City will provide Point of Sale Software, Check Reader and Credit Card Terminal
- b. Record Keeping: The City will provide the following forms: Cemetery Rules and Regulations, Purchase Agreement, Installment Sales Contract and Fee Schedule. Promotional Materials will be created in cooperation with mortuary and printed by the City. Certificates for Right of Internment will be issued by the City. The Cemetery Management Software will be provided to mortuary after it is purchased.

4. Rules & Regulations Monitoring & Enforcement

- a. Organization shall distribute copies of the Pleasanton Pioneer Cemetery Rules & Regulations and enforce cemetery rules and regulations as necessary

Burial & Marker Coordination

1. Burial Coordination

- a. Schedule and coordinate burial services with City contractor, Catholic Funeral & Cemetery Services (CFCS)
- b. Procure cement casket vaults and urn vaults and coordinate delivery to Cemetery for installation
- c. Mark grave site location where CFCS is to dig grave

2. Marker Installation Coordination

- a. Organization shall coordinate with purchaser marker deliveries and coordinate with City contractor, CFCS, for installation

3. Consultation Services may include:

- a. Assist and/or coordinate procurement of Cemetery Management Software
- b. Participate in implementation of Pleasanton Pioneer Cemetery Master Plan
- c. Act as the liaison for the City for all issues that arise regarding the upkeep and maintenance of the cemetery

Compensation

The City will pay a non-refundable management fee to Graham-Hitch Mortuary for the above Services in the amount of \$11,000. By July 30, 2022 the City shall pay \$5,500, half of the non-refundable management fee and the remainder will be paid by December 31, 2022. Graham-Hitch Mortuary will invoice the City for Burial Coordination Fees and Sales Administration Fees once duties have been performed at the below rates.

Burial Coordination Fee (per Burial) - \$275.00
Sales Administration Fee (per Casket) - \$2,625.00*
Sales Administration Fee (per Cremains) - \$1,100.00*

**Note that prices listed above may be adjusted yearly, with the next adjustment occurring on July 1, 2023. Price increases shall be based on the Consumer Price Index for the San Francisco-Oakland-San Jose area (All items category) for the April CPI prior to adjustment.*