

## FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement is entered into this 16<sup>th</sup> day of September 2020, by and between CITY OF ALAMEDA, a municipal corporation (the “City”), and CULTIVATE LLC, a California limited liability company, whose address is 101 The Embarcadero, Suite 212, San Francisco, CA 94105 (the “Provider”), in reference to the following:

### RECITALS:

A. On November 13, 2018, the City and Provider entered into that certain Service Provider Agreement with compensation not to exceed \$10,500.00.

B. On January 17, 2019, the City and Provider entered into that certain First Amendment to Agreement (“First Amendment”) to increase compensation by \$60,000.00, for a total not to exceed amount of \$70,500.00.

C. On December 19, 2019, the City and Provider entered into that certain Second Amendment to Agreement (“Second Amendment”) to extend the term to expire on April 30, 2020.

D. On February 28, 2020, the City and Provider entered into that certain Third Amendment to Agreement (“Third Amendment”) to extend the term to expire on June 30, 2021 and to increase compensation by \$75,000.00, for a total not to exceed amount of \$145,500.00. Collectively, the Service Provider Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, shall be referred to herein as the “Agreement.”

E. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for good cause and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. Paragraph 2 “Services to be Performed” of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A, Exhibit A-1, and Exhibit B as requested. The Provider acknowledges that the work plan included in Exhibit A, Exhibit A-1, and Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. Paragraph 3 (“Compensation to Provider”), subdivision (b), of the Agreement is modified to read as follows:

“The total compensation for the work under this Amendment is not to exceed **\$75,000.00**. Total compensation for the work under this Agreement is not to exceed **\$220,500.00**.”

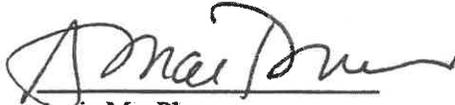
3. Except as expressly modified herein, all other terms and covenants set forth in the

Agreement shall remain the same and shall be in full force and effect.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Cultivate LLC  
a California limited liability company



Amie MacPhee  
CEO/Founder

CITY OF ALAMEDA,  
a municipal corporation



Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:



Andrew Thomas  
Planning, Building & Transportation Director

APPROVED AS TO FORM:

City Attorney



Celena H. Chen  
Chief Planning Counsel