

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into this 17th day of January 2019, 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, an agreement was entered into by and between City and Provider (hereinafter “Agreement”) with compensation not to exceed \$10,500.00.

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

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties 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 Exhibits A and A-1 as requested. The Provider acknowledges that the work plan included in Exhibits A and A-1 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 **\$60,000.00**. Total compensation for the work under this Agreement is not to exceed **\$70,500.00**.”

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

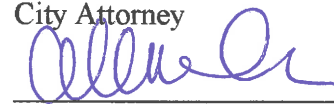

David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL:


Andrew Thomas
Acting Planning, Building & Transportation
Director

APPROVED AS TO FORM:

City Attorney


Celena H. Chen
Assistant City Attorney



December 10, 2018

Attn: Andrew Thomas – Planning Manager
Erin Garcia

Re: City of Alameda - Cultivate LLC – General Plan Update Consulting Services –
ADDENDUM #1

We are pleased to submit this addendum to our scope of services dated November 13th, 2018 to continue to assist the City of Alameda in updating and reformatting the General Plan.

Scope of Services

We will continue to assist the City on updating each General Plan Element (total of 10) of based on our work on the initial phase of this contract. We will utilize the agreed upon format, map graphics, fonts and general approach as the Safety Element as completed to date. These tasks would include:

- Reformatting each Element, and updating any content per the City's direction.
- Updating all map graphics to be consistent with the Safety Element template style.
- Coordinating with the City on the inclusion of photos, info graphics, and/or tables to explain the text further.
- This includes four to five meetings with the City, and 6-10 conference calls for coordination of the contract.

Fees:

We propose to do the above Scope of Services on our regular hourly fee basis for a Not To Exceed (NTE) Fee of \$60,000, for a new total contract fee of \$70,500 (inclusive of reimbursables).

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is entered into this 19th day of December 2019, 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, an agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed \$10,500.00.

B. On January 17, 2019, an amendment to the agreement was entered into by and between the City and Provider (hereinafter "First Amendment") with compensation not to exceed \$60,000.00.

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

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 13th day of November, 2018, and shall terminate on the 30th day of April, 2020, unless terminated earlier as set forth herein.

"This Agreement may be mutually extended on a year-by-year basis, for up to Three (3) additional years, at the sole discretion of the Planning, Building & Transportation Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Planning, Building & Transportation Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement."

2. 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.

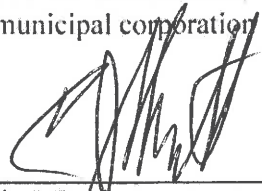
Signatures on following page

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

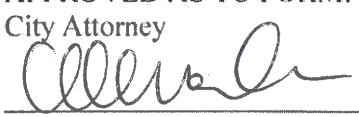

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:


Andrew Thomas
Planning, Building & Transportation Director

APPROVED AS TO FORM:

City Attorney


Celena H. Chen
Assistant City Attorney