

## FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement is entered into this 2nd day of February 2021, 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.

E. On September 16, 2020, the City and Provider entered into that certain Fourth Amendment to Agreement ("Fourth Amendment") to increase compensation by \$75,000.00, for a total not to exceed amount of \$220,500.00. Collectively, the Service Provider Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall be referred to herein as the "Agreement."

F. 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 1 "Term" of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 13<sup>th</sup> day of November 2018, and shall terminate on the 31<sup>st</sup> day of December 2021.

"This Agreement may be mutually extended for up to one (1) additional year, 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. 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 \$73,500.00. Total compensation for the work under this Agreement is not to exceed \$294,000.00.”**

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

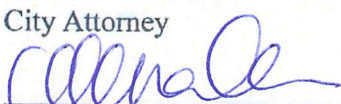
  
Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL:

  
Andrew Thomas  
Planning, Building & Transportation Director

APPROVED AS TO FORM:

City Attorney

  
Celena H. Chen  
Chief Planning Counsel