

**AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT  
BETWEEN  
THE COUNTY OF SAN MATEO  
AND  
ORCHARD COMMERCIAL, INC.**

THIS AMENDMENT, entered into this 26<sup>th</sup> day of February, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County or "Owner", and ORCHARD COMMERCIAL, INC., a California corporation, hereinafter called "Contractor" or "Manager";

W I T N E S S E T H:

WHEREAS, on September 11, 2012, County and Contractor entered into a Property Management Services Agreement (the "Agreement") for the purpose of providing the County with a full range of experienced and skilled management services and resources necessary and appropriate for the management of the real property and improvements commonly known as Circle Star Plaza, One and Two Circle Star Way, San Carlos, California (the "Property"); and

WHEREAS, County now desires to make certain improvements and repairs to make the Property ready for occupancy, and the Agreement requires modification to increase the not-to-exceed amounts as set forth herein.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. **Payments.** Section 3 (Payments) of the Agreement is hereby deleted in its entirety and replaced with the following:


In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$530,000 for any one year period. This contract may be amended, extended or renewed as may be agreed by the parties pursuant to applicable law.

2. **Effective Date; Approval.** This Amendment shall become effective (the "Effective Date") when the Amendment is duly executed by the County and by the Contractor.
3. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4. **No Further Amendments; Conflicts.** All the terms and conditions of the Agreement remain in full force and effect except as expressly amended herein. The Agreement as amended by this Amendment constitutes the entire agreement between County and Contractor regarding the Agreement and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**


By:   
County Manager, San Mateo County

Date: February 26, 2013

ATTEST:

  
By: \_\_\_\_\_  
Clerk of Said Board

**ORCHARD COMMERCIAL, INC.**

  
Contractor's Signature

Date: 2/21/13

Resolution #072386

Long Form Agreement/Non Business Associate -revised