

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ORCHARD COMMERCIAL, INC.**

PREAMBLE

This agreement (“Amendment No. 2”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Orchard Commercial, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services By and Between the City of Santa Clara, California, and Orchard Commercial, Inc. Property Management Services for the Santa Clara Convention Center (MD #183)”, dated August 4, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated August 27, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide property management services for the Santa Clara Convention Center Complex, and the Parties now wish to amend the Agreement as Amended to increase the maximum not-to-exceed compensation and to extend the term of the agreement for one additional year through July 31, 2022.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled “TERM OF AGREEMENT” is amended to read as follows:

“Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2022.”

2. Revised Exhibit B of the Agreement as Amended, entitled "Fee Schedule" is hereby amended to read as shown in Second Revised Exhibit B, attached herein.
3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ORCHARD COMMERCIAL, INC.
a California corporation

June 28, 2021

Dated: _____

By (Signature):  _____

Name: Byron Renfro

Title: President/COO

Principal Place of Business Address: 2055 Laurelwood Road, Suite 130
Santa Clara, CA 95054

Email Address: brenfro@orchardcommercial.com

Telephone: (408) 922-0400

Fax: (408) 922-0157

"CONTRACTOR"

**SECOND REVISED EXHIBIT B
FEE SCHEDULE**

In no event shall the amount billed to the City by Contractor for services under this Agreement exceed **Four Hundred Seventy-Two Thousand Nine Hundred Eighteen Dollars (\$472,918)**, subject to the appropriation of funds.

Orchard’s team will function as a unit and dedicate approximately 70 hours per month to this assignment based on our understanding of the scope of work. Our fee will be fixed on a monthly basis and is intended to compensate for the estimated time and resources required of the team. The monthly rate is established as below in Table B1:

Table B1: Fees

DESCRIPTION	MONTHLY FEE	TOTAL
Original Agreement (08/04/16 - 07/31/19)		
Property Management Service Fee	\$ 6,250	\$ 225,000
Original Agreement Total		\$ 225,000
Amendment No. 1 (08/01/19 - 07/31/21)		
Property Management Service Fee	\$ 6,459	\$ 155,016
Contingency		\$ 15,502
Amendment No. 1 Total		\$ 170,518
Revised Maximum Not-To-Exceed Compensation		\$ 395,518
Amendment No. 2 (08/01/21 - 7/31/22)		
Property Management Service Fee	\$ 6,450	\$ 77,400
Amendment No. 2 Total		\$ 77,400
SECOND REVISED MAXIMUM NOT-TO-EXCEED COMPENSATION		\$ 472,918