

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SECOND AMENDMENT TO LEASE AGREEMENT NO. 31456

2 **31456**

3 THIS SECOND AMENDMENT TO LEASE AGREEMENT No. 31456 is made
4 and entered, in duplicate, as of SEPTEMBER 12, 2014 for reference purposes only,
5 pursuant to a minute order adopted by the City Council of the City of Long Beach at its
6 meeting held on October 6, 2009, by and between the JUDICIAL COUNCIL OF
7 CALIFORNIA ("JCC"), and the CITY OF LONG BEACH, a municipal corporation ("City").

8 WHEREAS, COUNTY OF LOS ANGELES ("County") and City entered into
9 a Lease Agreement dated August 3, 2004, under which the City has a leasehold interest
10 in 162 parking spaces in the parking lot commonly known as County Auto Park 67A (the
11 "Premises") located at 413 Ocean Boulevard, Long Beach, California (the "City Lease");
12 and

13 WHEREAS, on July 29, 2014, the Judicial Council of California adopted
14 California Rules of Court, Rule 10.81 which substitutes all references to the "Administrative
15 Office of the Courts" or "AOC" in contracts, memorandums of understanding, or other legal
16 agreements, documents and proceedings, or transactions to Judicial Council, the
17 Administrative Director, or the Judicial Council staff as appropriate.

18 WHEREAS, County and the JCC entered into that certain Transfer
19 Agreement for the Transfer of Responsibility for and Title to the Long Beach Courthouse
20 dated June 19, 2007, (the "Transfer Agreement"). Under the Transfer Agreement, the
21 County and the JCC entered into an Assignment and Assumption of Occupancy
22 Agreement ("Assignment") whereby the County assigned and delegated to the JCC, and
23 the JCC accepted and assumed from County all of the County's right and interest in and
24 to, and all of the County's obligations and responsibilities under, the City Lease; and

25 WHEREAS, the parties executed the First Amendment to Lease dated
26 October 29, 2009 ("First Amendment"), whereby the term of the City Lease was extended
27 for an initial period of five (5) years commencing August 3, 2009 and terminating on July
28 31, 2014; and

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WHEREAS, on April 29, 2014, the City provided the JCC with notice that the City desires to exercise its first (1st) Renewal Option to extend the City Lease as set forth in Section 2.1 of the First Amendment for a period of one (1) additional year; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Lease Agreement, the parties agree as follows:

1. Amendment of "AOC" to "JCC." All references to "Administrative Office of the Courts" or "AOC" in the City Lease, and any amendments to the City Lease, shall be replaced by "Judicial Council" or "JCC." There is no prejudice to the substantive rights of the Parties, and JCC shall be obligated to perform all of the duties and obligations of AOC in the Lease and any amendments thereto.

2. Exercise of First Renewal Option. The City and the JCC hereby confirm and acknowledge that pursuant to section 2.1 of the First Amendment, the City has exercised its first renewal option to extend the term of the City Lease ("First Renewal Option"). The City and the JCC hereby confirm and acknowledge that the City Lease is now scheduled to expire on July 31, 2015.

3. Remaining Renewal Options. The City and the JCC hereby confirm and acknowledge that pursuant to Section 2.1 of the First Amendment, the City has four (4) renewal options (each, a "Renewal Option") remaining which will allow the City to extend the Term of the City Lease for an additional one (1) year per each Renewal Option.

4. Early Termination of City Lease. Notwithstanding anything to the contrary in the City Lease (including the First Amendment and this Second Amendment), the City and JCC agree that in the event that the JCC Lease terminates, the City Lease will terminate automatically on the same date the JCC Lease terminates.

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5. No Other Modifications. Except as set forth in this Second Amendment to Lease Agreement No. 31456, all terms and conditions of the Lease Agreement are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all formalities required by law as of the date first stated herein.

JUDICIAL COUNCIL OF CALIFORNIA

8/21, 2014

By: [Signature]
Name: Grant Walker
Title: Senior Manager, Business Services

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services Office

8/21 /, 2014

By: [Signature]
Name: Kenneth S. Levy
Title: Attorney

CITY OF LONG BEACH, a municipal corporation

September 12, 2014

By: [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Second Amendment to Agreement No. 31456 is approved as to form on August 25, 2014.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy