



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

Location of Premises: 118 West Gabilan Street, Salinas, California (Bldg. No. 27-G1)

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement (“**Second Amendment**”) is made and entered into as of _____, 20____ (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Sublessor**”) and the County of Monterey, a political subdivision of the State of California (“**County**” or “**Sublessee**”). The Judicial Council and County may be referred to collectively as the “**Parties**” or individually as a “**Party.**”

RECITALS

A. The Judicial Council is the Lessee under that certain Lease Agreement, dated December 1, 2010, as subsequently amended by that certain First Amendment to Lease Agreement dated May 23, 2011, that certain Second Amendment to Lease Agreement dated November 19, 2012, that certain Third Amendment to Lease Agreement dated August 26, 2015, that certain Fourth Amendment dated November 18, 2016, and that certain Fifth Amendment dated January 6, 2022 (collectively, as amended, the “**Master Lease**”), pursuant to which Joaquin Bear, LLC, a California limited liability company, successor-in-interest to Courthouse Square, a general partnership, leases to the Judicial Council certain Master Premises consisting of approximately 5,781 square feet of space in the Building located at 118 West Gabilan Street, Salinas, California, for use by the Court for court operations, all as more fully set forth and described in the Master Lease.

B. The Judicial Council and County entered into that certain Sublease Agreement dated January 29, 2013, as subsequently amended by that certain First Amendment to Sublease Agreement dated April 18, 2017 (collectively, as amended, the “**Sublease**”), pursuant to which, the Judicial Council subleases to the County on a month-to-month basis a portion of the Master Premises consisting of approximately 1,100 square feet of space (“**Sublease Premises**”) of the Master Premises.

C. Pursuant to the First Amendment to the Sublease, the current Month to Month Term of the Sublease commenced on the Commencement Date of January 1, 2017, and set the monthly amount of rent and utilities paid by the County for the Sublease Premises through and including January 31, 2022.

D. The Judicial Council and County now desire to amend the Sublease to set the monthly rent and utilities amounts during the County's continued month-to-month subleasing of the Sublease Premises up to and through January 31, 2027, and to make other changes deemed necessary and helpful by the Parties, as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing provisions of the Recitals are true and correct and are incorporated into this Second Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Sublease.

2. Second Amendment Rent. The Parties hereby agree that monthly rent and utilities during the periods set forth below will be paid by the County to the Judicial Council on the first day of each month as follows:

Month to Month Term Periods	Monthly Rent	Monthly Utilities	Total Due Monthly
02/01/2022 through 01/31/2023	\$1,617.00	\$175.00	\$1,792.00
02/01/2023 through 01/31/2024	\$1,641.25	\$183.75	\$1,825.00
02/01/2024 through 01/31/2025	\$1,665.87	\$192.94	\$1,858.81
02/01/2025 through 01/31/2026	\$1,690.86	\$202.58	\$1,893.44
02/01/2026 through 01/31/2027	\$1,716.22	\$212.71	\$1,928.93

3. Revised Notices. Section 13 (*Notices*) of the Sublease is hereby deleted in its entirety and replaced with the following:

13. Notices. Every notice required by this Sublease shall be delivered either by (i) personally delivered (including delivery by an overnight courier service which obtains confirmation or receipt) or (ii) postage prepaid return receipt request certified mail addressed to Party for whom intended at the addresses given below. A Party may change its address by written notice to the other Party.

If to the Judicial Council: Judicial Council of California, Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-8056
Email: JCCRealEstate@jud.ca.gov

With a copy to: Judicial Council of California, Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to: Superior Court of California, Monterey County
Attention: Court Executive Officer
240 Church Street
Salinas, CA 93901
Voice: 831-775-5400

In addition, all notices by the County relating to termination of this Sublease or an alleged breach or default by the Judicial Council of this Sublease must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

If to the County: County of Monterey
Department of Public Works, Facilities and Parks
Attention: Real Property Specialist
1441 Schilling Place, South Bldg., 2nd Floor
Salinas, CA 93901-4527
Voice: 831-755-4859
salcidog@co.monterey.ca.us

With a copy to: County of Monterey, Health Department
Attention: Facilities Manager
1270 Natividad Road
Salinas, CA 93906
Voice: 831-755-4513
leventonc@co.monterey.ca.us

6. Authority. The Judicial Council and County each represent and warrant that the individual signing this Second Amendment on behalf of such Party is duly authorized to execute and deliver this Second Amendment on behalf of such Party, and that this Second Amendment will be binding upon said Party upon mutual execution and delivery thereof.

7. Governing Laws. This Second Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

8. No Further Modifications. Except as specifically modified herein this Second Amendment, the Sublease remains unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Sublease and this Second Amendment, the provisions of this Second Amendment shall govern and control.

9. Counterparts and Electronic Execution. This Second Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Second Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Second Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Sublease as of the dates written below.

APPROVED AS TO FORM:

Judicial Council of California,
Legal Services

SUBLESSOR:

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Jeremy P. Ehrlich
Attorney

By: _____
Stephen Saddler
Contracts Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

County of Monterey,
Office of the County Counsel
Leslie J. Girard, County Counsel

SUBLESSEE:

**COUNTY OF MONTEREY, a political
subdivision of the State of California**

By:  _____
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

By: _____
Debra R. Wilson, PhD
Acting Contracts-Purchasing Officer

Date: 2/8/2022 | 11:53 AM PST

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

County of Monterey
Auditor-Controller

DEPARTMENT HEAD APPROVAL:

County of Monterey
Health Department

By:  _____ Burcu Mousa
811C333563B9474...

By: _____
Elsa Mendoza Jimenez, MPH, Director

Title: Assistant Auditor-Controller

Date: 2/9/2022 | 10:28 AM PST

Date: _____