

**BOARD OF
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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

March 04, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENTS TO JOINT OCCUPANCY AGREEMENTS FOR THE
EDMUND D. EDELMAN'S CHILDREN'S COURTHOUSE,
LOS PADRINOS JUVENILE COURTHOUSE, AND MALIBU COURTHOUSE
AND TRANSFER AGREEMENT FOR THE LOS PADRINOS JUVENILE COURTHOUSE
(FIRST, THIRD, AND FOURTH DISTRICTS) (3 VOTES)**

SUBJECT

The recommended actions will approve amendments (Amendment) to the Joint Occupancy Agreements (JOAs) and Transfer Agreement (TA) between the Judicial Council of California (JCC) and the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are not a project under the California Environmental Quality Act (CEQA) or are exempt under the common sense exemption for the reasons stated in this Board letter and in the record of the proposed activity.
2. Approve and authorize the Chief Executive Officer, or her designee, to execute the Amendments to the JOA and TA with JCC for the Los Padrinos Juvenile Courthouse, correcting the amounts and shares of exclusive-use area allocated to JCC and the County.
3. Approve and authorize the Chief Executive Officer, or her designee, to execute the Amendment to the JOA with JCC for the Edmund D. Edelman's Children's Courthouse, capturing the space swap agreement between the Superior Court (Court) and the County and updating the floor plans of the building interior.

4. Approve and authorize the Chief Executive Officer, or her designee, to execute the Amendment to the JOA with JCC for the Malibu Courthouse, adding new Heating, Ventilation, and Air-Conditioning (HVAC) shares that would tie back to the exclusive-use area exclusively occupied by JCC and the County, and reflect the existing condition of the courthouse building.

5. Authorize the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed Amendments to the JOA and TA, and to take actions necessary and appropriate to implement the proposed JOA and TA Amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will find that the proposed activities are not projects or, in the alternative, are exempt from CEQA and approve and authorize Amendments and other ancillary documentation to the JOA and TA agreements with JCC for the three courthouses. The Trial Court Facilities Act (SB 1732, Chapter 1082 of 2002 – the Act), established the authority for the transfer of responsibilities of court facilities from the counties to the State, with the Court's and State's interests represented by JCC. In doing so, management responsibilities were determined primarily based on which entity remained as the title owner of the underlying property – JCC versus County – and equity shares were negotiated for each courthouse based on occupancy percentage.

Los Padrinos Juvenile Courthouse is a County owned and managed courthouse facility. The equity shares between JCC and County are 29.32 percent and 70.68 percent, respectively, which is based on the Court and County occupancy of 6,786 square feet (SF) and 16,362 SF, respectively. However, it was discovered both the Court and the County occupancies were understated in the original JOA and TA. The Court and County occupancy were understated by 382 SF and 2,401 SF, respectively, which results in the Court having a total occupancy of 7,168 SF and the County having a total occupancy of 18,863 SF. The proposed JOA and TA Amendments will reflect and effectuate the corrected and amended equity shares for JCC and County which will be 27.64 percent and 72.36 percent, respectively.

Edmund D. Edelman's Children's Courthouse is a JCC owned and managed courthouse facility. The equity shares between JCC and County are 69.99 percent and 30.01 percent, respectively, which is based on the Court and County occupancy of 143,669 SF and 61,611 SF, respectively. There was a discrepancy in occupancy, in which the Court was occupying 4,948 SF of County-exclusive space and the County was occupying 600 SF of Court-exclusive space. The Court has agreed to make the County whole by carving out a contiguous space on the 6th floor at the Edelman Courthouse to make up the difference of 4,288 SF. The proposed JOA Amendment will achieve space alignment to actual use and memorialize the space swap with revised JOA floor plans. There will be no changes to the equity shares with the space swap.

Malibu Courthouse campus is a County owned and managed courthouse facility, which includes buildings that are also occupied by the County Library and the Department of Public Works (DPW). The equity shares for the campus between JCC and the County are 37.98 percent and 62.02 percent, respectively, which is based on Court and County occupancy of 17,161 SF and 28,025 SF, respectively. The equity shares not only define JCC and the County's ownership percentage of the Malibu Courthouse campus, but they also determine the shared cost percentages when it comes to building upkeep and improvement costs, including HVAC maintenance. In 2010, the County Library completed a renovation project, which included installation of a separate HVAC system that services the library building. Additionally, there is a Facility Reinvestment Program project that will be completed in the first half of the Fiscal Year 2024-25, which will install a separate HVAC system that

will service the DPW building only. The costs associated with these HVAC systems are the County's responsibility and are not shared with JCC. Consequently, this leaves the courthouse building without a working HVAC system as the old system has been taken out of service given the age and condition of the system. Fortunately, there is no current adverse operational impact to the Court and County since the courthouse has been closed to the public since May 2013. However, if the courthouse opens, the County will need to plan and install a new HVAC system that would supply heating and cooling to the courthouse building. In doing so, the County and JCC need to set up HVAC shares for the courthouse building, which correctly reflects Court and County occupancy and separate the courthouse from the buildings used by the County Library and DPW. The Court and County occupancy of the courthouse building is 17,161 SF and 1,732 SF, respectively. Correspondingly, the proposed HVAC shares are 90.59 percent and 9.41 percent for JCC and the County, respectively. The proposed JOA Amendment will document that all future HVAC improvement and maintenance costs for the courthouse building will be shared by JCC and the County based on the proposed HVAC shares.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. L A County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The recommended actions are also consistent with Strategic Asset Management Goal to maximize use of county space and achieve cost savings and Key Objectives No. 3. and 4. – to optimize real estate portfolio and guide strategic decision making.

The proposed JOA and TA Amendments support this goal and these objectives through effective and efficient management of County assets and fostering a continued relationship with our partners at the State and the Court.

FISCAL IMPACT/FINANCING

The proposed JOA and TA Amendments for the Los Padrinos Juvenile Courthouse will increase the County's equity shares from 70.68 percent to 72.36 percent. The 1.67 percent increase in equity shares will result in a marginal increase in building upkeep and maintenance costs; however, the increase in equity shares will benefit the County in the event the County decides to purchase JCC's ownership share, or the property is sold to a third party.

There is no fiscal impact to the County from the proposed JOA Amendment for the Edmund D. Edelman's Children's Courthouse. The equity shares between JCC and the County will remain the same.

There is no immediate fiscal impact to the County from the proposed JOA Amendment for the Malibu Courthouse since the courthouse is vacant and not in operation. In the event the Court decides to reactivate and reoccupy the Malibu Courthouse, then the County will need to install a new HVAC system and pay the County's share of HVAC which is 9.41 percent.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed JOA and TA Amendments, once approved and executed, will provide the County a formal agreement, which will correctly reflect the County's occupancy at Los Padrinos Juvenile Courthouse and Edmund D. Edelman's Children's Courthouse. Additionally, the County will have a legal mechanism to appropriately invoice JCC for its shared HVAC system costs at the Malibu Courthouse. The Amendments have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended actions will not change nor physically alter the three courthouse facilities and will only change the terms of the JOA and TA between the County and JCC. Therefore, approval of the proposed JOA and TA Amendments does not constitute a project under CEQA because the proposed actions are not subject to CEQA because they are activities excluded from the definition of a project by section 21065 of the Public Resources Code and are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b) of the State CEQA Guidelines. In the alternative, the activities are exempt pursuant to section 15061(b)(3) because it can be seen with certainty that the activities will not have a significant adverse impact on the environment.

Upon the Board's approval of the recommended actions, Notices of Exemption will be filed for the three sites with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Planning and Research, pursuant to Public Resources Code Section 21152.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

The Honorable Board of Supervisors

3/4/2025

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC:JLC

HD:MGR:MJC:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
LA County Library
Public Works

**FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES FOR
THE EDMUND D. EDELMAN CHILDREN'S COURT**

This FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (“**First Amendment**”) is made and entered into, as of the date this First Amendment is signed by the last Party to sign (“**First Amendment Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Council**”) and the County of Los Angeles (“**County**”). For purposes of this First Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. The Judicial Council, on behalf of the Superior Court of California, County of Los Angeles (“**Court**”), and County entered into that certain *Joint Occupancy Agreement for the Edmund D. Edelman Children's Court*, dated November 18, 2008 (“**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the court facilities commonly known as the Edmund D. Edelman Children’s Court, located at 201 Centre Plaza Drive, Monterey Park, California (Court Facility No. 19-Q1) (“**Real Property**”).

B. The Parties have agreed to an equal exchange of a portion of each Party’s various Exclusive-Use Areas throughout the Building, consisting of approximately 4,948 square feet of each of the Court Exclusive-Use Area and of the County Exclusive-Use Area, respectively, as more fully set forth herein (“**First Amendment Space Swap**”).

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

D. The Parties now desire to amend the JOA to revise and incorporate the floorplans of the interior space of the Building to effectuate and reflect the First Amendment Space Swap, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the JOA as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. New Attachment for Revised Floor Plan. As of the First Amendment Effective Date, the revised floor plan of the Building (“**Revised Floor Plan of Interior of Building**”), attached to this First Amendment as **Exhibit “A,”** is hereby incorporated into the JOA as the newly inserted Attachment “5” to the JOA. For purposes of clarification, the First Amendment Space Swap and corresponding Revised Floor Plan of Interior of Building do not impact or otherwise modify the Party’s respective Shares or Exclusive-Use Areas’ total square footages under the JOA.

4. Updates to Notices and Designated Representatives.

4.1. Notices. For purposes of section 12 of the JOA (*Notices*), the Parties’ addresses are hereby updated to the following:

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: 916-643-8067

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

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

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Los Angeles
Board of Supervisors 383
Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Officer
Attention: Senior Manager, CEO
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926

4.2. Designated Representatives. The contact information for the Parties' respective Designated Representatives for purposes of section 13 of the JOA (*Designated Representatives*), is hereby deleted in its entirety and replaced with the following. Except as otherwise modified herein, the remainder of section 13 of the JOA shall remain unchanged.

Council Designated Representative:

Maria Atayde-Scholz
Principal Manager, Facilities Operations
Facilities Services
Judicial Council of California
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 510-305-0799
Email: maria.atayde-scholz@jud.ca.gov

County Designated Representative:

Joyce Chang
Senior Manager, CEO
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926
E-mail: jchang@ceo.lacounty.gov

5. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.

6. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this First Amendment, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California.

7. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

8. Counterparts and Electronic Signatures. This First 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 First Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be

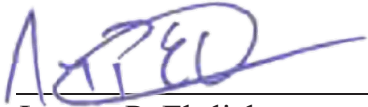
deemed original signatures for purposes of this First Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.


[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed as of the dates written below.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: July 12, 2024

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: August 5, 2024

ATTEST:
DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the Los Angeles

**COUNTY OF LOS ANGELES, a body
corporate and politic**

By: _____
Deputy

By: _____
Name: Fesia A. Davenport
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy County Counsel

EXHIBIT “A” TO FIRST AMENDMENT

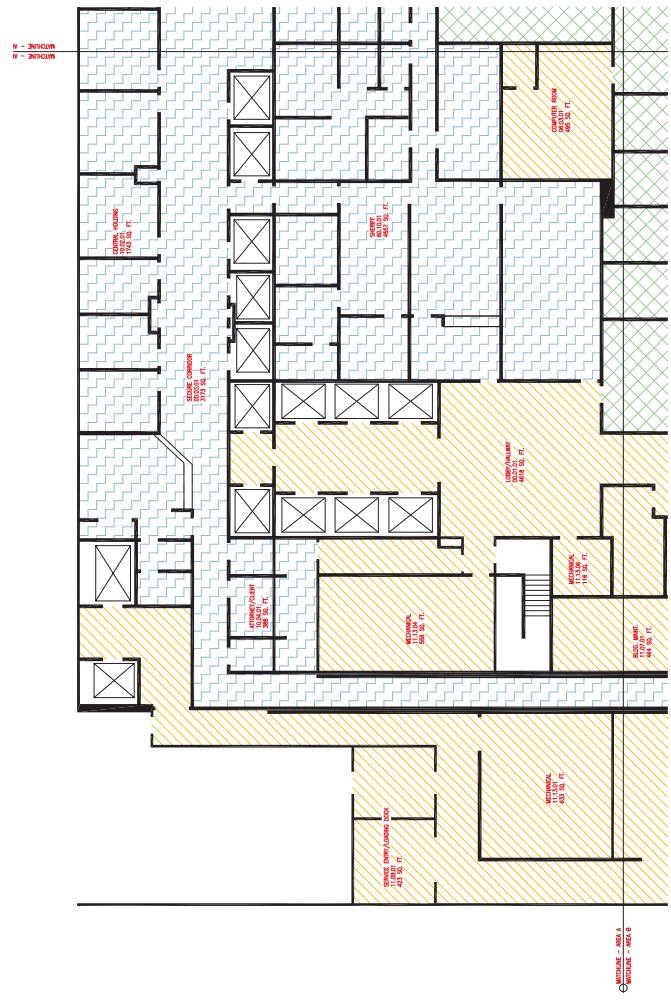
ATTACHMENT “5” TO JOA

REVISED FLOOR PLAN OF INTERIOR OF BUILDING

The enclosed Revised Floor Plan of Interior of Building is incorporated into the JOA as the newly inserted Attachment “5” to the JOA.

1 2 3 4 5 6



D A C A B A A





BASEMENT FLOOR PLAN - AREA A/C

LEGEND

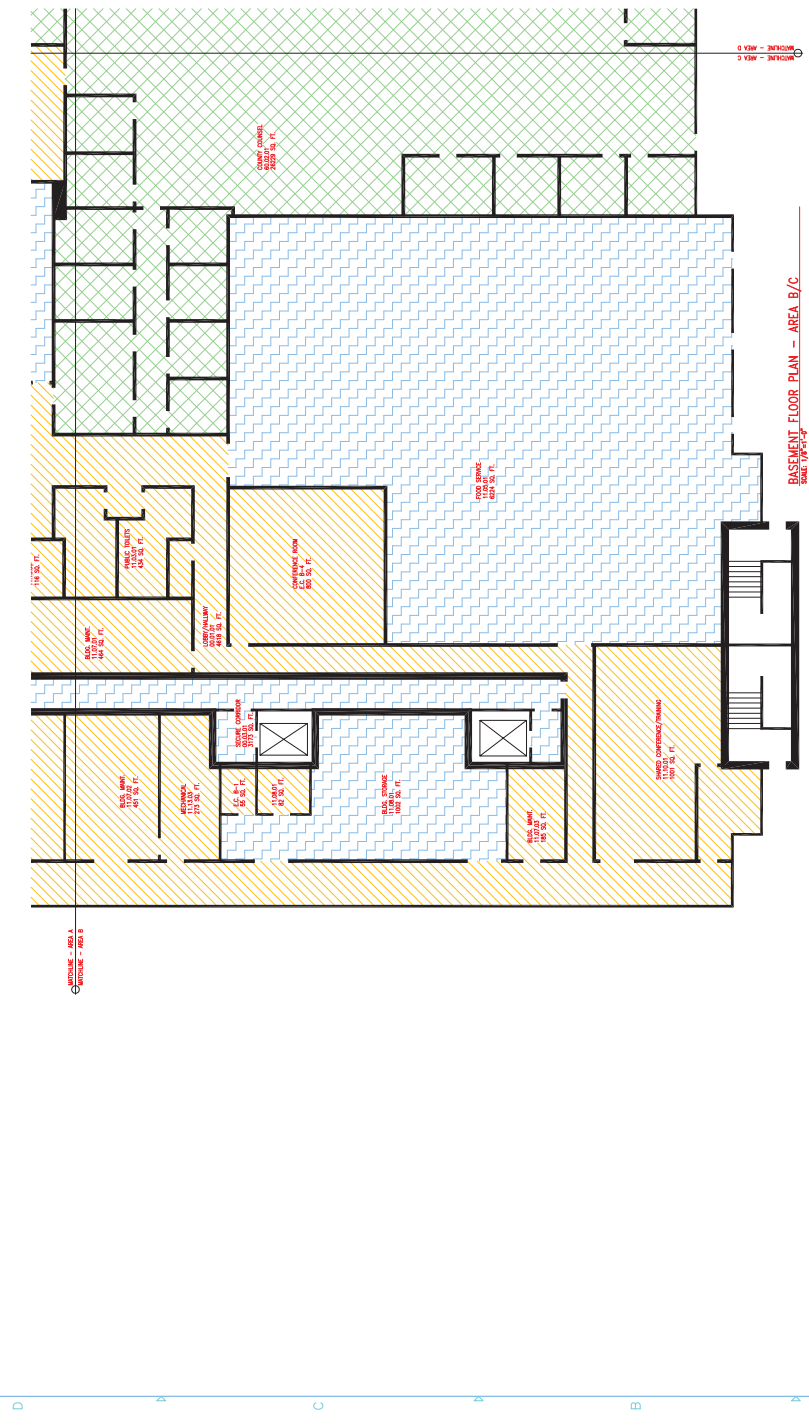
- COURT
- COMMON
- COUNTY

NO.	REVISION	DATE
		
		
BUILDING		
NAME EDMUND D. EDELMAN CHILDREN'S COURTHOUSE		
ADDRESS 201 CENTRE PLAZA DRIVE LOS ANGELES		
PROJECT STATE CA		
DESCRIPTION EDMUND D. EDELMAN CHILDREN'S COURTHOUSE FLOOR PLAN		
TITLE TYPE SPACE PLANNING		
BASEMENT FLOOR PLAN - A/C		
SCALE 1/4" = 1'-0"		
DATE APR 12, 2008		
DRAWN BY JES		
CHECKED BY JES		
APPROVED BY JES		
COUNTY CODE 19		
SITE CODE 1		
BUILDING NO. 1		
FLOOR NO. B		
A101		



NO.	REASON	DATE					BUILDING NAME: EDMUND D. EDELMAN CHILDREN'S COURTHOUSE ADDRESS: 201 CENTRE PLAZA DRIVE LOS ANGELES STATE: CA PROJECT NUMBER: R19K2706 DESCRIPTION: LOS ANGELES EDMUND D. EDELMAN CHILDREN'S COURTHOUSE		TITLE TYPE: BASEMENT FLOOR PLAN - A/D SPACE PLANNING SCALE: NTS SHEET: 1 OF 3		COUNTY CODE: 19 SITE CODE: Q BUILDING NO.: 1 FLOOR NO.: B
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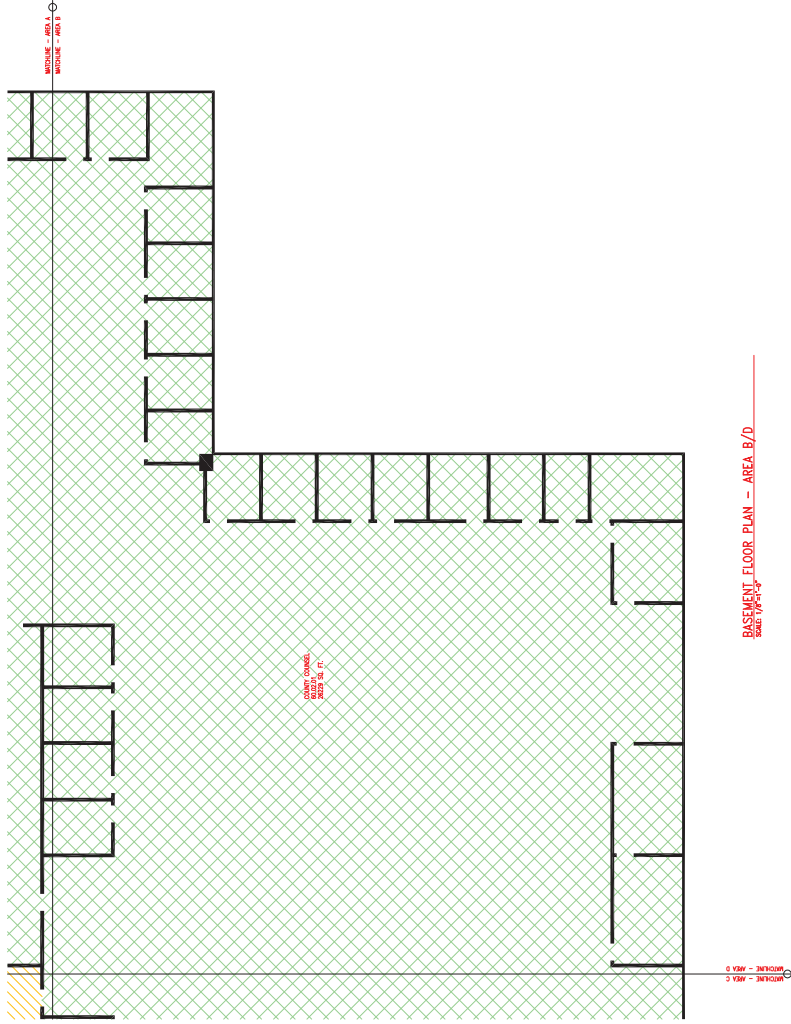
1 2 3 4 5 6



LEGEND

- COURT
- COMMON
- COUNTY

NO.	REVISION	DATE	PROJECT	NAME	ADDRESS	CITY	STATE	ZIP	PROJECT NUMBER	DESCRIPTION	EDMUND D. EDELMAN CHILDREN'S COURTHOUSE	LOS ANGELES	DRAWING	TITLE	TYPE	BASEMENT FLOOR PLAN - B/C	SCALE	DATE	SHEET NO.	SHEET TOTAL	FLOOR NO.	BUILDING NO.	SITE CODE	EXHIBIT CODE	A103



BASEMENT FLOOR PLAN - AREA B/D

LEGEND

- COURT
- COMMON
- COUNTY

NO.	REVISION	DATE	PROJECT	BUILDING	NAME EDMUND D. EDELMAN CHILDREN'S COURTHOUSE ADDRESS 201 CENTRE PLAZA DRIVE LOS ANGELES	PROJECT SITE: CA	DESCRIPTION NUMBER	EDMUND D. EDELMAN CHILDREN'S COURTHOUSE #1123116	LOS ANGELES	TITLE BASEMENT FLOOR PLAN - B/D	A/E CONSTRUCTION	SCALE: N.T.S.	COUNTY CODE SITE CODE BUILDING NO. FLOOR NO.	19 D 1 B

6

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4

3

2

1

D

A

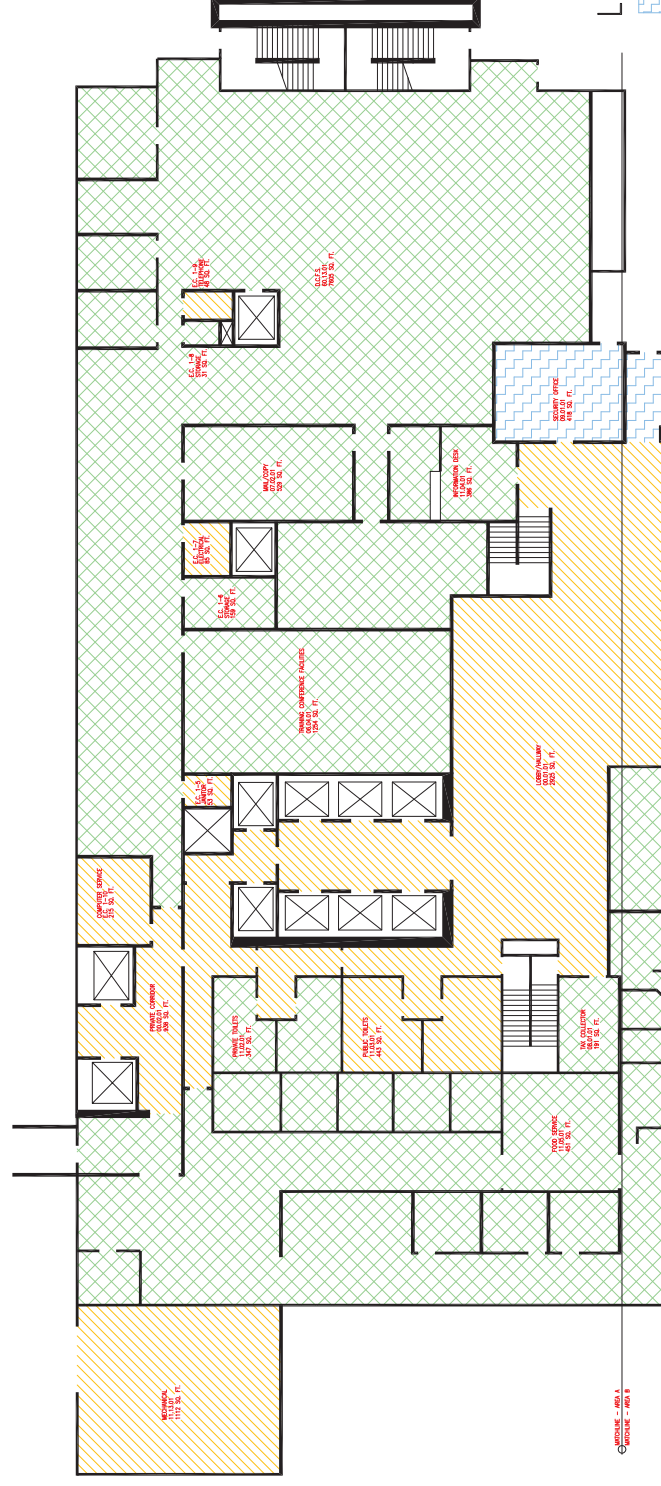
C

A

B

A

A



LEGEND



COURT



COMMON



COUNTY

FIRST FLOOR PLAN - AREA A

SCALE: 1/8" = 1'-0"



JACOBS ENGINEERING GROUP, INC.
SINCE 1963

PROJECT

NAME: EDMUND D. EDELMAN CHILDREN'S COURTHOUSE
ADDRESS: 201 CENTRE PLAZA DRIVE
LOS ANGELES, STATE: CA

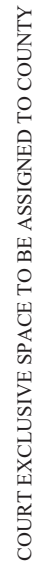
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PROJECT NUMBER: 171222001

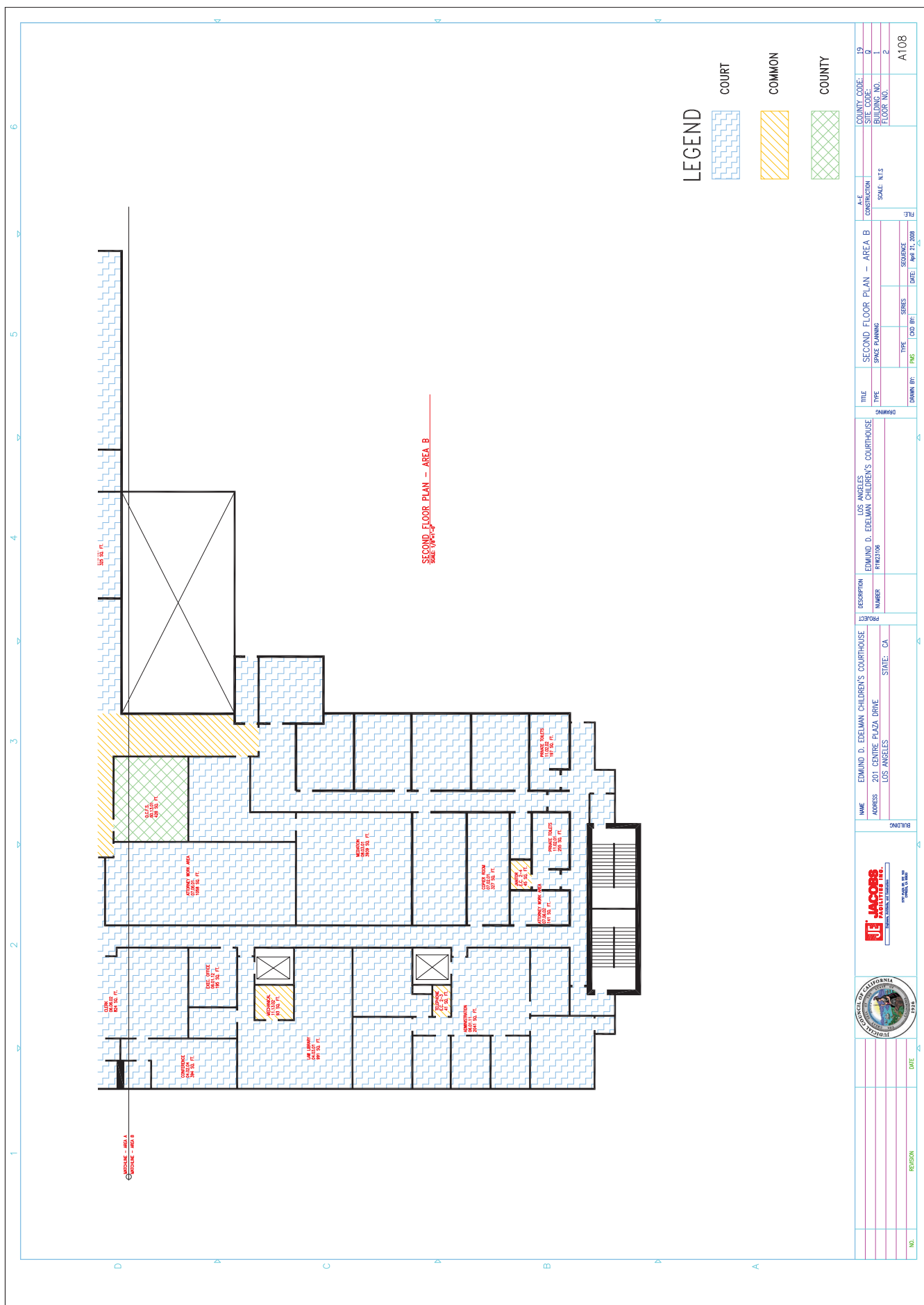
TITLE: TYPE: DRAWING

FIRST FLOOR PLAN - AREA A
TYPE: SPACE PLANNING
DATE: APR 11, 2008

SCALE: 1/8" = 1'-0"

EXHIBIT CODE: 19
SITE CODE: 1
BUILDING NO.: 1
FLOOR NO.: 1
COUNTY: A105





LEGEND

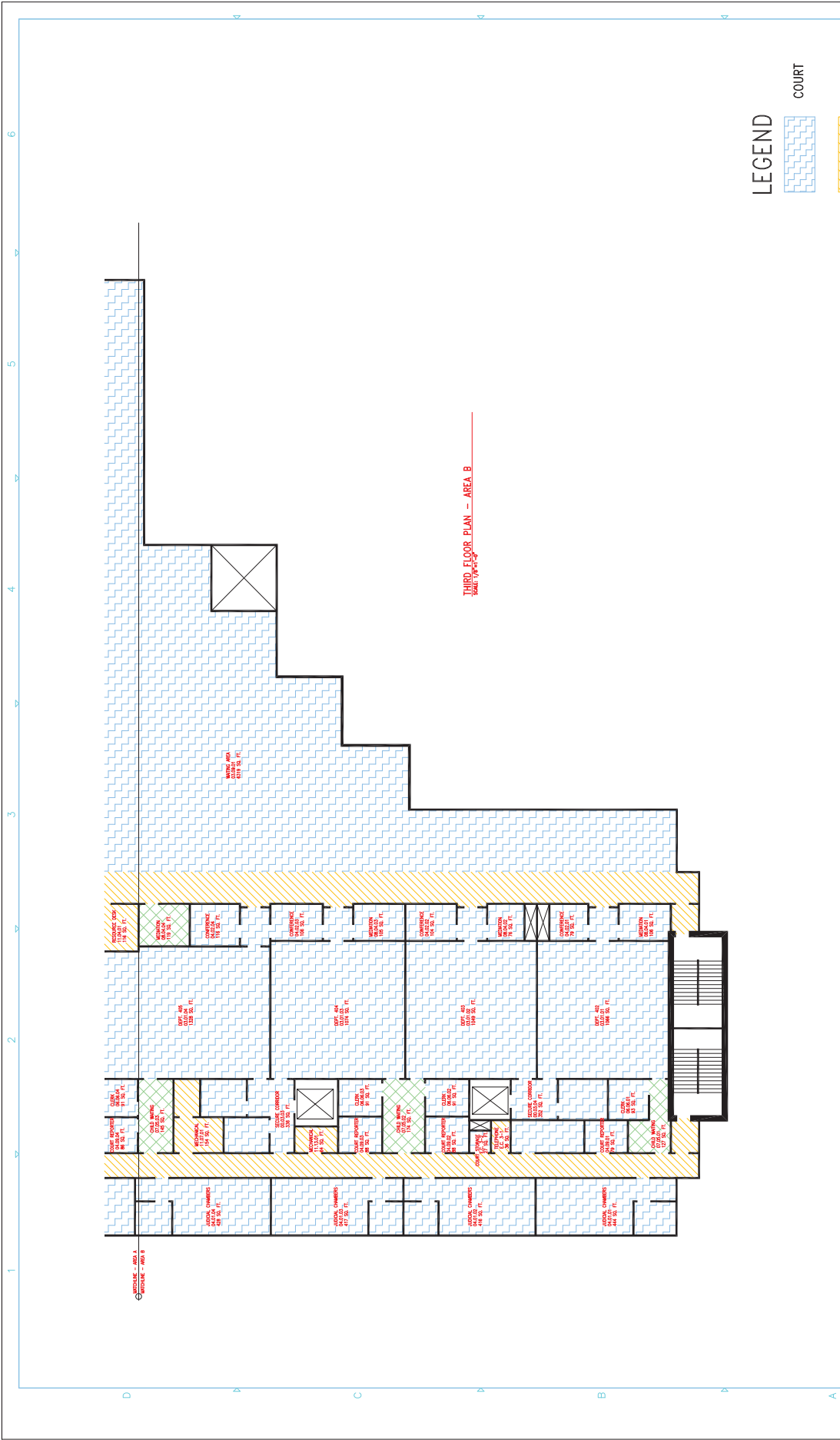
COURT

COMMON

COUNTY

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LEGEND



COURT



COMMON

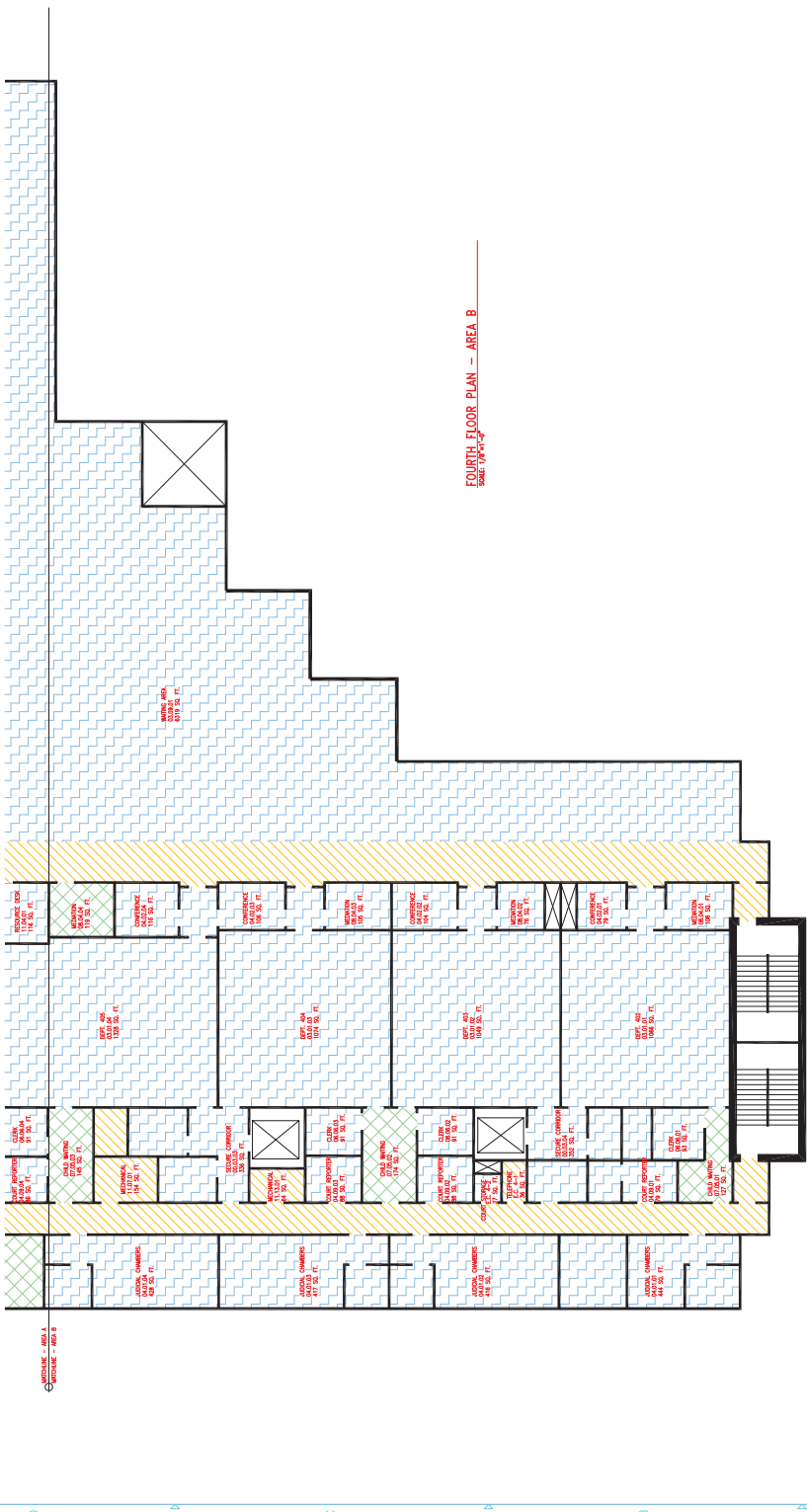


COUNTY

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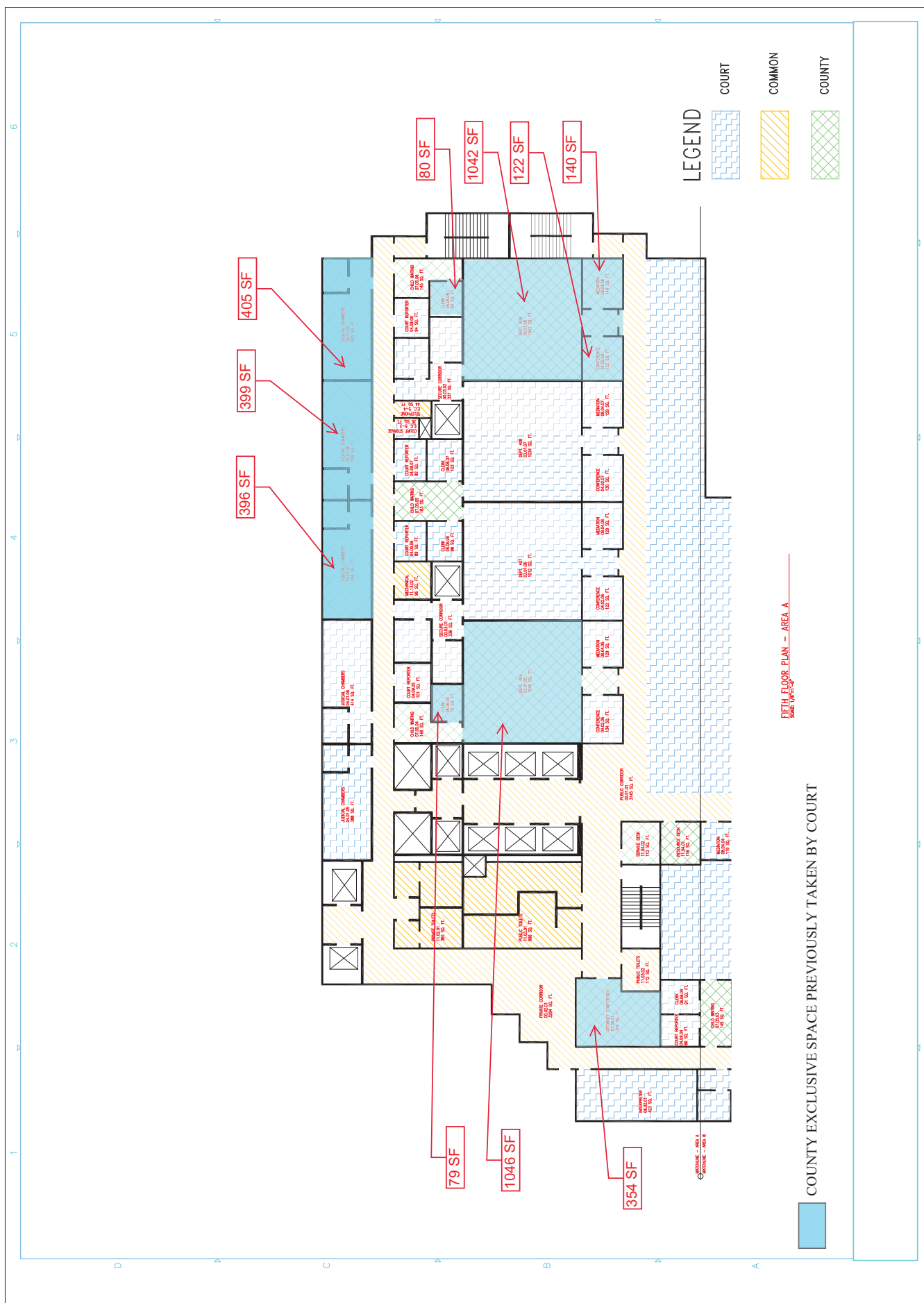


FOURTH FLOOR PLAN - AREA B

LEGEND

- COURT
- COMMON
- COUNTY

NO.	REASON	DATE
PROJECT		
EDMUND D. EDELMAN CHILDREN'S COURTHOUSE		
ADDRESS 201 CENTRE PLAZA DRIVE		
LOS ANGELES		
STATE CA		
PROJECT		
EDMUND D. EDELMAN CHILDREN'S COURTHOUSE		
FLOOR NO. 4		
DATE 4/11/2008		
DRAWN BY: JMS		
CHECKED BY: JMS		
DATE 4/11/2008		
TITLE		
FOURTH FLOOR PLAN - AREA B		
SCALE 1/8" = 1'-0"		
SHEET NO. 1		
FLOOR NO. 4		
COUNTY A112		







SUPERIOR COURT
OF CALIFORNIA
COUNTY OF LOS ANGELES
111 NORTH HILL ST.
LOS ANGELES,
CA 90012

PROJECT LOCATION
201 CENTRE PLAZA DR
MONTEREY PARK, CA 91754

EDELMAN CHILDREN'S COURT
SPACE REALLOCATION PLAN
SIXTH FLOOR

THIS PLAN IS THE PROPERTY OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES. COPIES
HEREOF ARE TO BE MADE BY THE USER ONLY. NO PART OF THIS PLAN
SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE COURT.

REVISIONS	DATE	DESCRIPTION
1		
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5		

DRAWN BY	IBW
DATE	10/21/20
SCALE	1"=10'

DWG ABBREVIATION

SR-01

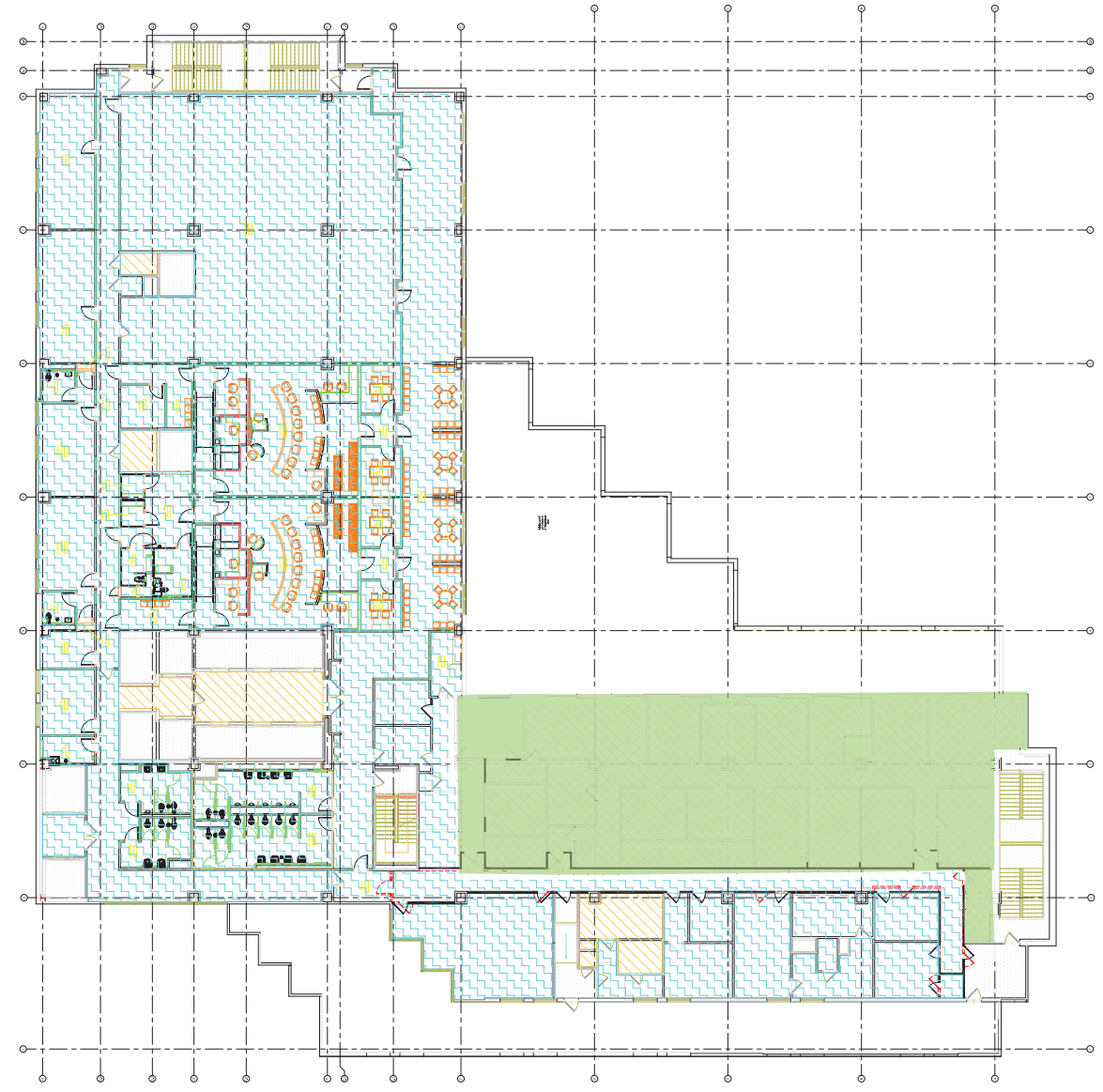
LEGEND

6F LEVEL

COURT ASSIGNED



COURT EXCLUSIVE SPACE
TO BE ASSIGNED TO
COUNTY 4,288 SF



**FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES FOR
THE LOS PADRINOS JUVENILE COURTHOUSE**

This First Amendment to Joint Occupancy Agreement (“**First Amendment**”) is made and entered into, as of the date this First Amendment is signed by the last Party to sign (“**First Amendment Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Council**”) and the County of Los Angeles (“**County**”). For purposes of this First Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. The Judicial Council, on behalf of the Superior Court of California, County of Los Angeles (“**Court**”), and County entered into that certain *Joint Occupancy Agreement for the Los Padrinos Juvenile Courthouse*, dated December 16, 2008 (“**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the court facilities commonly known as the Los Padrinos Juvenile Court, located at 7281 East Quill Drive, Downey, California (Court Facility No. 19-Ai1) (“**Real Property**”).

B. The JOA erroneously defined the Court Exclusive-Use Area, County Exclusive-Use Area, Council Share, and County Share which as a result are inconsistent with the floor plan depictions of the Exclusive-Use Areas set forth in the JOA.

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

D. The Parties now desire to amend the JOA to correct and revise the Parties’ respective Shares and Exclusive-Use Areas in the Building, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the JOA as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this

reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. Adjustment of Exclusive-Use Areas and Shares. The following definitions set forth in section 2 of the JOA (*Definitions*) are hereby deleted in their entirety and replaced with the following:

“**Council Share**” means 27.64 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Superior Court.

“**County Exclusive-Use Area**” means the 18,763 square feet of the Building that are exclusively occupied and used by the County, as shown on **Exhibit “C”** to the Transfer Agreement. As of the First Amendment Effective Date, the County Exclusive-Use Area constitutes 72.36 percent of the Total Exclusive-Use Area.

“**County Share**” means 72.36 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

“**Court Exclusive-Use Area**” means the 7,168 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on **Exhibit “C”** to the Transfer Agreement. As of the First Amendment Effective Date, the Court Exclusive-Use Area constitutes 27.64 percent of the Total Exclusive-Use Area.

4. Updates to Notices and Designated Representatives.

4.1. Notices. For purposes of section 12 of the JOA (*Notices*), the Parties’ addresses are hereby updated to the following:

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

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

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

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Officer
Attention: Senior Manager, CEO
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926

4.2. Designated Representatives. The contact information for the Parties' respective Designated Representatives for purposes of section 13 of the JOA (*Designated Representatives*) is hereby deleted in its entirety and replaced with the following. Except as otherwise modified herein, the remainder of section 13 of the JOA shall remain unchanged.

Council Designated Representative:

Maria Atayde-Scholz
Principal Manager, Facilities Operations
Facilities Services
Judicial Council of California
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 510-305-0799
Email: maria.atayde-scholz@jud.ca.gov

County Designated Representative:

Joyce Chang
Senior Manager, CEO
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926
E-mail: jchang@ceo.lacounty.gov

5. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.

6. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this First Amendment, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California.

7. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

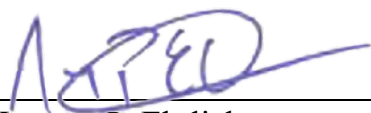
8. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature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


[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed as of the last date written below.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: July 12, 2024

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: July 16, 2024

ATTEST:
DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the Los Angeles

**COUNTY OF LOS ANGELES, a body
corporate and politic**

By: _____
Deputy

By: _____
Name: Fesia A. Davenport
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy County Counsel

**SECOND AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES
FOR THE MALIBU COURTHOUSE**

This Second Amendment to Joint Occupancy Agreement (“**Second Amendment**”) is made and entered into, as of the date this Second Amendment is signed by the last Party to sign (“**Second Amended Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Council**”) and the County of Los Angeles (“**County**”). For purposes of this Second Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. The Judicial Council and the County entered into that certain *Joint Occupancy Agreement for the Malibu Courthouse*, dated December 16, 2008, as subsequently amended on June 9, 2009 (collectively, the “**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the Real Property commonly known as the Malibu Courthouse, located at 23525 Civic Center Way, Malibu, California (Court Facility No. 19-AS1), as further described in the JOA.

B. Under the JOA, the Judicial Council is responsible for the 37.98 percent Council Share and the County is responsible for the 62.02 percent County Share of the Operation of the Common Area and the corresponding Shared Costs therefor. The Building Equipment is part of the Common Area and includes among other things the Building’s systems and equipment for heating, ventilation, and air conditioning (“**Building HVAC System**”).

C. The County’s Public Library and Department of Public Works occupy certain portions of the Building (13,694 and 12,549 square feet, respectively, for a total of 26,243 square feet within the County Exclusive-Use Area) that are or will be served by separate, independent HVAC systems (“**County HVAC Systems**”). The County HVAC Systems are not part of the Building HVAC System or Common Area. The County HVAC Systems’ Operation is the full responsibility of the County, the costs of which are not a Shared Cost under the JOA.

D. Because the County HVAC Systems are separate from the Building HVAC System and therefore differentiate from the Parties’ Shares of the Building, the Parties require the designation of their respective shares for only the Building HVAC System without the inclusion of the County HVAC Systems (“**HVAC Shares**”).

E. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

F. The Parties now desire to amend the JOA to designate and define the Parties’ respective HVAC Shares accordingly, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this Second Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the JOA as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this Second Amendment by this reference. Unless otherwise defined in this Second Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. Updates to Definitions for HVAC Shares. The following definitions are hereby deleted and replaced in or added in their entirety to section 2 (*Definitions*) of the JOA, as applicable:

“Building” means the building commonly known as the Malibu Administrative Center and Courthouse, located at 23525 Civic Center Way, Malibu, California 90265, on the Land in which the Court Facility (as defined in the Transfer Agreement) is located, and all Building Equipment.

“Building HVAC System” means all installed HVAC (heating, ventilation, and air conditioning) equipment and systems that serve the Building generally but not and except for the areas of the Building that are instead served by the County HVAC Systems. The Building HVAC System specifically excludes the County HVAC Systems.

“Building Equipment” means all installed equipment and systems that serve the Building generally, and only that plumbing that is within the

walls of the Building or in the Common Area, but not those plumbing fixtures that are located in an Exclusive-Use Area. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party nor does the Building Equipment include the County HVAC Systems.

“Common Area” means the areas of the Real Property that are used nonexclusively and in common by, or for the common benefit of, the Council, the County, the Superior Court, and the Occupants, and includes (1) those portions of the Building shown as Common Area on Exhibit “C” attached to the Transfer Agreement, including hallways, stairwells, elevators, and restrooms that are not located in either Party’s Exclusive-Use Area; (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building; (3) Building Equipment that does not exclusively serve only one Party’s Exclusive-Use Area; (4) all Utilities; and (5) any of the Real Property not otherwise defined as either Party’s Exclusive-Use Area. The Common Area does not include any part of the Exclusive-Use Area of either Party, except for any Building Equipment that is located in a Party’s Exclusive-Use Area, and does not include the County HVAC Systems.

“Council HVAC Share” means 90.59% percent, which is equal to the percentage of the Building HVAC System that serves the Court Exclusive-Use Area (i.e., 17,161 square feet) exclusively occupied and used by the Judicial Council.

“County HVAC Share” means 9.41% percent, which is equal to the percentage of the Building HVAC System that serves the County Exclusive-Use Area exclusively occupied and used by the County less those portions of the County Exclusive-Use Area that instead are served by the County HVAC Systems (i.e., for a total of 1,782 square feet).

“County HVAC Systems” means all installed HVAC (heating, ventilation, and air conditioning) equipment and systems that do not serve the Building generally and instead exclusively serve the portions of the Building within the County Exclusive-Use Area that are occupied by the County’s Public Library and Department of Public Works or any successor County occupant thereof. The County HVAC Systems are not part of or included in the Building HVAC System. The Operation and all costs of the County HVAC Systems are the sole and exclusive responsibility of the County and are not a Shared Cost.

“HVAC Share” means the Council HVAC Share or the County HVAC Share, as determined by the context in which the term is used.

“Share” means the Council Share, the County Share, the Council HVAC Share, or the County HVAC Share, as determined by the context in which the term is used.

“Shared Costs” means: (i) the cost of owned or rented capital replacement items, improvements, Building Equipment, and repairs in or benefiting the Common Area; (ii) the cost of normal, day-to-day Operation of the Common Area; (iii) the cost of obtaining and maintaining Equipment Permits, subject to section 3.2.4 below (but excluding any late fees, interest, penalties, or other charges arising from the Managing Party’s negligent failure to timely pay the cost or keep the Equipment Permits in effect); (iv) the Utility Costs for the Common Area; (v) the Utility Costs for the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas; and (vi) the cost of the normal, day-to-day Operation of the Building HVAC System. Shared Costs do not include: (1) any cost that is primarily for the purpose of benefiting one Party’s Exclusive-Use Area and can be differentiated as such including, but not limited to, the County HVAC Systems; (2) overtime charges or late fees related to any item that would otherwise be a Shared Cost, unless those overtime expenses or late fees are pre-approved by both Parties, or are necessary to remedy an Emergency; (3) any Property Insurance Costs, unless the Parties enter into the separate, written agreement described in section 6.1 of this JOA; or (4) any fees, fines, penalties, interest, or other charges arising from the Managing Party’s Operation of the Real Property in a negligent manner or a manner that does not comply with Law.

4. Updates to Incorporate HVAC Shares. Section 4.1 (*Estimate of Shared Costs of Operations*) and section 4.2 (*Payment of Actual Shared Costs*) of the JOA are hereby deleted in their entirety and replaced with the following, respectively:

4.1 Estimate of Shared Costs of Operations. At least 120 days before the first day of each fiscal year after the Responsibility Transfer Date, the Managing Party shall deliver to the Contributing Party a statement (**“Estimate Statement”**) itemizing the Estimated Shared Costs of Operation, together with copies of reasonable documentation supporting the Estimated Shared Costs of Operation and, to the extent not already provided, copies of invoices, bills, and other similar supporting documentation for Utility Costs. The Managing Party shall reflect in each Estimate Statement whether each Estimated Shared Cost will be allocated between the Parties based on their respective Shares or HVAC Shares. The Contributing Party shall either

comment on or approve the Estimate Statement within 30 days and, if the Contributing Party disapproves of any of the Estimated Shared Costs of Operation or the basis on which the Managing Party proposes to allocate any of the Estimated Shared Costs, as shown in the Estimate Statement, the Parties shall promptly meet and discuss the reason for the disapproval. When the Parties reach agreement with respect to all Estimated Shared Costs of Operation and the basis on which the Shared Costs will be allocated, the Managing Party shall, if necessary, revise the Estimate Statement, which both Parties shall approve. Until the Contributing Party approves the Estimate Statement, the Contributing Party shall pay its applicable Share of the Shared Costs based on the approved Estimate Statement for the prior fiscal year.

4.2 Payment of Actual Shared Costs. The Managing Party shall make timely direct payment of all Shared Costs owed to Third Parties. Within 30 days after the end of each calendar month, the Managing Party shall deliver to the Contributing Party a statement (“**Monthly Invoice**”) itemizing the actual Shared Costs incurred during the previous calendar month and segregating those Shared Costs based on whether they are allocated to the Parties on the basis of Share or HVAC Shares (“**Actual Shared Costs**”). Within 30 days after a written request by the Contributing Party, the Managing Party shall also deliver to the Contributing Party copies of supporting documents for any of the Actual Shared Costs shown on the Monthly Invoice. The Contributing Party shall pay its applicable Share of the Actual Shared Costs to the Managing Party within 30 days after its receipt of the Monthly Invoice, up to the Contributing Party’s Share of 110 percent of the Estimated Shared Costs of Operation and Utility Costs for the fiscal year. If the Actual Shared Costs exceed the sum of Estimated Shared Costs of Operation plus Utility Costs (“**Excess Costs**”) by more than 10 percent, or if the Managing Party has failed to provide the Contributing Party with adequate documentation supporting the Actual Shared Costs within 10 days following request by the Contributing Party, or if the Contributing Party reasonably believes that either (i) the amount of Actual Shared Costs or (ii) the type of Shares on which the allocation of any Actual Shares is based may be in error, the Contributing Party shall not be obligated to pay such Excess Costs until the Parties meet and reach agreement regarding the amount of the Excess Costs.

5. Updates to Notices and Designated Representatives.

5.1. Notices. For purposes of section 12 of the JOA (*Notices*), the Parties’ addresses are hereby updated to the following:

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: 916-643-8067

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

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

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Officer
Attention: Senior Manager, CEO
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926

5.2. Designated Representatives. The contact information for the Parties' respective Designated Representatives for purposes of section 13 of the JOA (*Designated Representatives*) is hereby deleted in its entirety and replaced with the following. Except as otherwise modified herein, the remainder of section 13 of the JOA shall remain unchanged.

Council Designated Representative:

Maria Atayde-Scholz
Principal Manager, Facilities Operations
Facilities Services
Judicial Council of California
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 510-305-0799
Email: maria.atayde-scholz@jud.ca.gov

County Designated Representative:

Joyce Chang
Senior Manager, CEO
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926
E-mail: jchang@ceo.lacounty.gov

6. No Other Changes. Except as it is expressly amended pursuant to this Second Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this Second Amendment, the terms of this Second Amendment shall prevail.

7. Governing Law. This Second Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this Second Amendment, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California.

8. Authority; Binding Effect. The Judicial Council and County each represents and warrants 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. This Second Amendment shall apply to, bind, and inure to the benefit of the Parties and their respective governing boards, officers, members, legal representatives, successors, and assigns.

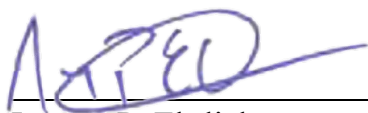
9. Counterparts and Electronic Signatures. This Second Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the 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.

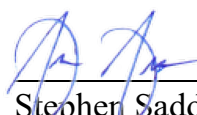
[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the dates written below.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: July 12, 2024

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: August 1, 2024

ATTEST:
DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the Los Angeles

**COUNTY OF LOS ANGELES, a body
corporate and politic**

By: _____
Deputy

By: _____
Name: Fesia A. Davenport
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy County Counsel

**FIRST AMENDMENT TO
TRANSFER AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF LOS ANGELES FOR
THE TRANSFER OF RESPONSIBILITY FOR
THE LOS PADRINOS JUVENILE COURTHOUSE**

This First Amendment to Transfer Agreement (“**First Amendment**”) is made and entered into, as of the date this First Amendment is signed by the last Party to sign (“**First Amendment Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Council**”) and the County of Los Angeles (“**County**”). For purposes of this First Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. The Judicial Council, on behalf of the Superior Court of California, County of Los Angeles (“**Court**”), and County entered into that certain *Transfer Agreement for the Transfer of Responsibility for the Los Padrinos Juvenile Courthouse*, dated December 16, 2008 (“**Transfer Agreement**” or “**Agreement**”), setting forth the terms and conditions for the Transfer of Responsibility for the funding and operation of the for the Court Facility commonly known as the Los Padrinos Juvenile Court, located at 7281 East Quill Drive, Downey, California (Court Facility No. 19-Ai1) (“**Real Property**”).

B. The Transfer Agreement erroneously defined the Court Exclusive-Use Area and County Exclusive-Use Area which as a result are inconsistent with the floor plan depictions of the Exclusive-Use Areas set forth in the Transfer Agreement.

C. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

D. The Parties now desire to amend the Transfer Agreement to correct and revise the Parties’ respective Exclusive-Use Areas in the Building, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the Transfer Agreement as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the Transfer Agreement.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the Transfer Agreement shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Transfer Agreement.

3. Adjustment of Exclusive-Use Areas. The following definitions set forth in section 3 of the Transfer Agreement (*Definitions*) are hereby deleted in their entirety and replaced with the following:

“**County Exclusive-Use Area**” means the 18,763 square feet of the Building interior that are exclusively occupied and used by the County, as shown on **Exhibit “C”** to this Agreement. As of the First Amendment Effective Date, the County Exclusive-Use Area constitutes 72.36 percent of the Total Exclusive-Use Area.

“**Court Exclusive-Use Area**” means the 7,168 square feet of the Building interior that are exclusively occupied and used by the Superior Court, as shown on **Exhibit “C”** to this Agreement. As of the First Amendment Effective Date, the Court Exclusive-Use Area constitutes 27.64 percent of the Total Exclusive-Use Area.

4. Updates to Notices and Designated Representatives.

4.1. Notices. For purposes of section 13 of the Transfer Agreement (*Notices*), the Parties’ addresses are hereby updated to the following:

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

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

In addition, all audit requests and notices by the County relating to termination of this Transfer Agreement or alleged breach or default by the Judicial Council of this Transfer Agreement must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Los Angeles
Board of Supervisors
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

County of Los Angeles
Chief Executive Officer
Attention: Senior Manager, CEO
Real Estate Division
320 West Temple Street, 7th Floor Los Angeles, CA 90012
Voice: 213-974-4200
Fax: 213-830-0926

5. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the Transfer Agreement remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the

Transfer Agreement and this First Amendment, the terms of this First Amendment shall prevail.

6. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. Any action brought by the Parties regarding this First Amendment, the enforcement of its terms, or any dispute relating thereto shall be filed in the Superior Court of California.

7. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

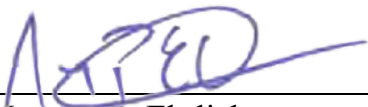
8. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature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

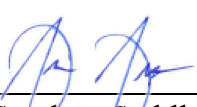
[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed as of the last date written below.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: July 12, 2024

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: July 16, 2024

ATTEST:
DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the Los Angeles

**COUNTY OF LOS ANGELES, a body
corporate and politic**

By: _____
Deputy

By: _____
Name: Fesia A. Davenport
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy County Counsel