

**SECOND AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN MATEO;  
THE JUDICIAL COUNCIL OF CALIFORNIA; AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO,  
REGARDING AN EXCHANGE OF FACILITIES FOR  
THE CONSTRUCTION OF COUNTY OFFICE BUILDING NO. 3**

This SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“**Second Amendment**”) is made and entered into as of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between the County of San Mateo (“**County**”); the Judicial Council of California (“**Judicial Council**”); and the Superior Court of California, County of San Mateo (“**Court**”). For purposes of this Second Amendment, the County, Judicial Council, and Court may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

**RECITALS**

A. The Parties entered into that certain Memorandum of Understanding Between the County of San Mateo, the Judicial Council of California, and the Superior Court of California, County of San Mateo, Regarding an Exchange of Facilities for the Construction of County Office Building No. 3, effective November 6, 2018, which was subsequently amended by that certain First Amendment to Memorandum of Understanding, dated April 1, 2019 (collectively, the “**MOU**”).

B. In addition to governing the terms of the Judicial Council’s relinquishment to the County of the Judicial Council and Court’s rights to the Traffic Court and Courtroom O, the MOU provided for, among other things, the County’s conveyance to the Judicial Council of the County’s Equity interest in the HOJ Expansion Space, comprised of approximately 13,112 square feet of space within the Hall of Justice, in which the County was to first complete the HOJ Tenant Improvements prior to being so conveyed to the Judicial Council for the Court’s use, all as more fully set forth in the MOU.

C. Section 7.7 (*Completion*) of the MOU provides that the Scheduled Completion Date of the HOJ Tenant Improvements, by which the County is to Substantially Complete the HOJ Tenant Improvements, is March 31, 2022.

D. Prior to the County’s ability to commence its performance of the HOJ Tenant Improvements, the County’s COB3 Project for the construction of a new County Office Building No. 3 in the County Government Center, which is being performed solely by the County with neither the Judicial Council nor Court bearing any responsibility, cost, or liability therefor, must be at or near completion.

E. Due to various unexpected delays to the COB3 Project's completion, the Parties desire to accordingly revise the Scheduled Completion Date of the HOJ Tenant Improvements.

F. In light of the resulting delay to the Court's ability to occupy the HOJ Expansion Space and in order to provide sufficient services to the constituents of San Mateo County, the Parties further desire for the Court to recommence operations ("**Central Branch Reopening**") at the currently-closed court facility commonly known as the Central Branch Courthouse located at 800 North Humboldt Street, San Mateo, California (Court Facility No. 41-B1) ("**Central Branch**"), and for the County to contribute to the costs and expenses required for the Central Branch Reopening.

G. The Parties now desire to amend the MOU to revise the HOJ Tenant Improvements' Scheduled Completion Date, to provide for the County's contribution to the Central Branch Reopening, and to make other changes deemed helpful and necessary by the Parties, as more fully set forth and described herein this Second Amendment.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the covenants set forth herein, the Parties hereto mutually agree to amend the MOU 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 MOU.

**2. Revised HOJ Tenant Improvements' Scheduled Completion Date.** The Parties agree that the Scheduled Completion Date of the HOJ Tenant Improvements set forth in section 7.7 (*Completion*) of the MOU is hereby amended and revised to be March 31, 2025, which date for all purposes under the MOU shall now be the Scheduled Completion Date.

**3. Central Branch Reopening.**

3.1. County Contribution. As soon as practicable upon its execution and in no event any later than thirty (30) days from the Effective Date of this Second Amendment, the County shall make a one-time, lump-sum payment to the Court in the amount of Five Hundred Sixteen Thousand Three Hundred Ninety-Two Dollars (\$516,392) as a contribution toward the costs and expenses of the Central Branch Reopening and in consideration for the mutual agreements of the Parties set forth herein this Second Amendment ("**Central Branch Reopening Contribution**").

3.2. Performance. The Parties acknowledge and agree that the performance of the Central Branch Reopening will be at the sole and absolute discretion of

the Judicial Council and Court, that any costs or expenses incurred for the Central Branch Reopening in excess of the Central Branch Reopening Contribution will be the responsibility of the Court, and that the County will bear no responsibility or liability whatsoever for the Central Branch Reopening notwithstanding the County's obligation to provide the Central Branch Reopening Contribution as provided for herein. The Parties further acknowledge and agree that neither the Judicial Council nor Court have made or shall be required to make any further assurances to the County with respect to the Central Branch Reopening except to the extent specifically set forth herein this Second Amendment or otherwise mutually agreed to in writing by the Parties.

**4. Update to Notices.** The Judicial Council's address for notice purposes under the MOU, as set forth in section 12.2 (*Notice*) of the MOU, is hereby replaced with the following:

If to the Judicial Council: Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Voice: 415-865-5334  
Email: JCCRealEstate@jud.ca.gov

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

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

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

**5. No Further Amendment.** All the terms and conditions of the MOU remain unmodified and in full force and effect except as expressly amended herein this Second Amendment. In the event of any conflict between the terms of the MOU and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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

**7. Binding Effect.** This Second Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective heirs, legal representatives, successors, and assigns.

**8. Further Assurances.** The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to evidence and perform the amendments to the MOU provided for in this Second Amendment.

**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 MOU 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)]**

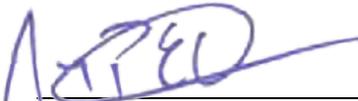
IN WITNESS WHEREOF, this Second Amendment has been executed as of the Effective Date.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Name: Michael P. Callagy  
Title: County Manager  
Date: \_\_\_\_\_

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

**JUDICIAL COUNCIL OF CALIFORNIA**

By:  \_\_\_\_\_  
Name: Jeremy P. Ehrlich  
Title: Attorney  
Date: July 23, 2021

By:  \_\_\_\_\_  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: July 23, 2021

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN MATEO**

By: Leland Davis 3  
Name: Hon. Leland Davis III  
Title: Presiding Judge  
Date: July 26, 2021