



GA 1227-100-3
City of Orange/OCIAC
8501 & 8525 East Fort Road
Orange, CA 92869

SECOND AMENDMENT TO LICENSE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is made _____ 2022, (“**Effective Date**”) by and between CITY OF ORANGE, a California municipal corporation (hereinafter referred to as “**City**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”) without regard to number and gender. The City and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

I. The City owns the fire/police station located at 8501 and 8525 East Fort Road, in the city of Orange.

II. Pursuant to a five-year license agreement, City Agreement #5807, dated October 11, 2016, the County has been occupying space at the City’s police station located at 8525 East Fort Road, in the City of Orange (“**Substation**”) for the purpose of furthering the mission and objectives set forth in the Memorandum of Agreement Among Public Agencies Participating in the Orange County Intelligence Assessment Center (“MOA”) between the Parties.

III. On October 20, 2016, the Parties entered into a new license (“**License**”) to allow the County to continue its use of the Substation which furthers the mission and objectives of the MOA, enhances the public health and safety of the residents and businesses in the City and throughout the County.

IV. On July 26, 2021, the Parties amended the License to extend the Term for an additional year (“**First Amendment**”).

V. The Parties now agree to amend the License to extend the Term for one (1) additional year.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License as of the Effective Date first written above as follows:

A. Section 2.2 is hereby deleted from the Lease in its entirety and the following clause is substituted:

“**SECTION 2.2 Term.** The term of the License commenced on October 11, 2016 and shall continue in effective until October 19, 2023 (“**Term**”), unless sooner terminated pursuant to the terms of the License.”

B. Wherever a conflict in the terms or conditions of this Second Amendment, the First Amendment and the License exists, the terms or conditions in this Second Amendment shall prevail. In all other respects, the terms and conditions of the License and First Amendment not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy

CITY

CITY OF ORANGE

By: _____
Mark A. Murphy, Mayor

ATTEST

By: _____
Pamela Coleman, City Clerk

APPROVED AS TO FORM

By: _____
Gary A. Sheatz, City Attorney

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per GC § 25350.51, Resolution No. 20-016 of the Board
of Supervisors

Date: _____