

**SECOND AMENDMENT TO THE LEASE AGREEMENT
between
VENTURA COUNTY FIRE PROTECTION DISTRICT
and
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**

THIS SECOND AMENDMENT is made, effective December 8, 2015, and entered into by and between:

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter called "District",
and

VENTURA COUNTY FIRE PROTECTION DISTRICT, hereinafter called "Fire District."

WHEREAS, District and Fire District entered into that certain lease dated April 7, 2011 (the "Lease Agreement"), and the First Amendment to the Lease Agreement dated September 1, 2014; and

WHEREAS, District and Fire District are desirous of amending the Lease Agreement to include an indemnification clause for the District's use of Fire District training props and equipment as defined herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration acknowledged hereby, the parties hereto agree to add to the Lease Agreement the following stand-alone provision:

**Fire Training Equipment User's Hold Harmless and
Assumption of Risk and Release Agreement**

District hereby agrees to defend, indemnify, and hold free and harmless Fire District, its Board of Directors, the individual members thereof, and all Fire District officers, agents, and employees from and against any and all claims, losses, damages, injuries, liability, causes of action, and demands, including any attorney fees and costs or expenses of any kind or nature whatsoever, that may arise during or be caused by or related in any way to District's use of Fire District firefighting training equipment, tools, and access to the Fire District training area located at the Camarillo Airport, throughout the entire term of the Lease Agreement.

The District additionally hereby releases the Fire District from and hereby assumes the risk of any injuries that may be sustained by District personnel and trainees in using such Fire District equipment and training area and further agrees and accepts responsibility for any injury caused to any District personnel, employees, or students,

and those of any District-approved agencies, from use of said firefighting training equipment and training area.

All other terms and conditions of the original Lease Agreement, as amended, except as amended hereby, shall remain in full force and effect.

**VENTURA COUNTY
FIRE PROTECTION DISTRICT
("Fire District")**

By: 

Printed Name: Mark Loonen

Date: 12/15/15

**VENTURA COUNTY
COMMUNITY COLLEGE
DISTRICT ("District")**

By: 
DIRECTOR OF GENERAL SERVICES

Printed Name: Terry Cubes

Date: 12-21-15