

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

This Third Amendment to Lease Agreement ("Third Amendment") is made effective as of September 1, 2023 and is by and between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ("District") and VENTURA COUNTY FIRE PROTECTION DISTRICT ("Fire District"). District and Fire District may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on April 7, 2011, District and Fire District entered into that certain lease agreement ("Lease Agreement") pursuant to which the District leased office suite nos. 120, 121, 122, 134, and 138 in the District's Regional Fire, Sheriff & Police Education and Training Academy building ("Building") located at the Camarillo Airport, 104 Durley Avenue, Camarillo, CA, as more particularly set forth therein;

WHEREAS, the term of the Lease Agreement is for three (3) years commencing upon the Fire District's full use and occupancy of the building and the District's delivery of possession to the Fire District, renewable for three (3) additional three (3) year terms thereafter, for a total term of twelve (12) years;

WHEREAS, pursuant to the First Amendment to the Lease Agreement effective September 1, 2014 ("First Amendment"), the Parties amended the Lease Agreement to add office suite no. 135 and use of a "Gated Lot" located on the northern portion of the District's property adjacent to Durley Avenue, as more particularly set forth therein;

WHEREAS, pursuant to the Second Amendment to the Lease Agreement effective December 8, 2015 ("Second Amendment"), the Parties amended the Lease Agreement to add a provision requiring the District to indemnify the Fire District related to the District's use of Fire District firefighting training equipment and tools and access to the Fire District training area, as more particularly set forth therein; and

WHEREAS, the Parties desire to further amend the Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration acknowledged hereby, the Parties agree as follows:

AGREEMENT

1. **Recitals**. The above recitals are incorporated herein by this reference.
2. **Premises**. The Premises consist of exclusive use of office suite nos. 120, 121, 122, 134, 135, and 138 in the Building.

3. **Access to Related Facilities.** Pursuant to the Lease Agreement, the Fire District shall also have non-exclusive access to class, lecture, and associated training facilities. Fire District access to areas other than the office suites is subject to prior approval by District and shall be made available to Fire District so long as the use does not conflict with use of the area by District. Fire District shall not distribute any keys or access cards to the Premises, the Building, or the training facility, and Fire District personnel shall be present at all times during Fire District's use of the facilities.

4. **Gated Lot.** Pursuant to the Fire District's purchase of a portion of the District's Camarillo Airport property in or about November 2017, the Fire District owns the Gated Lot property and the Gated Lot is no longer subject to the Lease Agreement.

5. **Extension of Lease Term; Holdover.** The Parties agree to extend the term of the Lease Agreement for five (5) years commencing on September 1, 2023 ("Initial Term"), renewable for five (5) successive five (5) year terms (each a "Renewal Term"), unless notice of intention to not renew ("Notice of Non-Renewal") is given in writing by either Party at least twelve (12) months prior to the expiration of the Initial Term or any Renewal Term; provided, however, that Fire District may elect to remain in possession of the Premises on a month to month basis ("Holdover") for up to twelve (12) months after termination of the Initial Term or any Renewal Term pursuant to a Notice of Non-Renewal by giving written notice to District within sixty (60) days of a Notice of Non-Renewal of Fire District's election to remain in possession of the Premises after termination pursuant to this paragraph 5. Fire District shall endeavor to limit its Holdover to that period of time required by Fire District to vacate the Premises and return possession of the Premises to District, but in no event longer than twelve (12) months from termination.

6. **Rent.** The Parties agree that the continued support by Fire District of District's fire training program, including but not limited to the furnishing (consistent with the past practice of the Parties) to District of equipment, tools, maintenance support, and access to the Fire District training area shall be considered good and valuable consideration for Fire District use, possession, and occupancy of the Premises.

Except as amended by this Third Amendment, all other terms and conditions of the Lease Agreement, as amended by the First Amendment and Second Amendment, remain unchanged and in full force and effect. In the event of a conflict between any term or provision of the Lease Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. This Third Amendment may be signed in counterparts.

VENTURA COUNTY
FIRE PROTECTION DISTRICT
("Fire District")

VENTURA COUNTY
COMMUNITY COLLEGE
DISTRICT ("District")

By: 

By: 

Printed Name: Dustin Gardner

Printed Name: Cathy Bojorquez

Its: Fire Chief

Its: Vice Chancellor, Business & Administrative Services

Date: 1-10-24

Date: January 9, 2024