

AGREEMENT NO. __-__

**SECOND AMENDMENT TO AGREEMENT NO. 65-28 BETWEEN THE COUNTY OF YOLO AND THE WEST
PLAINFIELD FIRE PROTECTION DISTRICT RELATING TO LILLARD HALL**

THIS SECOND AMENDMENT to Agreement No. 65-28 is entered into as of this __ day of _____, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the West Plainfield Fire Protection District (“District”), who agree as follows:

RECITALS

WHEREAS, County and District (the “Parties”) are currently parties to Agreement No. 65-28, signed on May 10, 1965, that provides for the District to lease certain real property from the County for a 99-year term for District facilities, including a headquarters building and Lillard Hall; and

WHEREAS, the Parties amended the lease pursuant to Agreement No. 82-229 to add certain real property for use as parking for Lillard Hall; and

WHEREAS, the District would like to sublease a portion of Lillard Hall to a local coffee catering operation that will improve the kitchen facilities in Lillard Hall and provide revenue to the District to support its operations; and

WHEREAS, Agreement No. 65-28, as amended, does not authorize the District to sublease all or any portion of the real property covered therein;

NOW, THEREFORE, for good and valuable consideration the Parties hereby agree as follows:

AGREEMENT

1. Addition of Section 4 (Subleasing). Agreement No. 65-28, as previously amended, shall be further amended to include the following additional section:

4. District may sublease up to fifty percent (50%) of the interior space of Lillard Hall in its sole discretion, subject to compliance with all applicable laws (including but not limited to applicable zoning), upon a determination by the District’s governing body that the sublease will support the District’s purpose, mission, or functions. The County Administrator’s Office shall be notified of any such sublease and provided a copy for its records. The County shall be named an additional insured on insurance policies provided in connection with the sublease, the nature and amount of which are to be determined by the District in consultation with the Yolo County Public Agency Risk Management Insurance Agency.

In its sole discretion, the Yolo County Board of Supervisors may unilaterally revoke the District’s authority to enter into or extend subleases entered into pursuant to this section at any time by majority vote. The revocation shall take effect upon written notice to the District. Any such revocation shall not affect the term of a sublease then in effect (including any term extension already exercised by a sublessee prior to notice of revocation). Notice of this provision shall be included in all subleases signed by the District after July 25, 2023.

2. Effect on Agreement. Except as expressly set forth above, nothing in this Second Amendment amends or otherwise modifies any provision of the Agreement No. 65-28, as previously amended, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

WEST PLAINFIELD FIRE PROTECTION DIST.

COUNTY OF YOLO

By: _____
Its: _____

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

ATTEST:
_____, Clerk

ATTEST:
Julie Dachtler, Senior Deputy Clerk

By: _____
Deputy (Seal)

By: _____
Deputy (Seal)

APPROVED AS TO FORM:

By: _____
Philip J. Pogledich, County Counsel