

**FIRST AMENDMENT TO
PROPERTY LICENSE AGREEMENT
BETWEEN THE CITY OF CHULA VISTA
AND PIMA MEDICAL INSTITUTE, INC.
FOR USE OF CITY-OWNED REAL ESTATE
AT 1771 FOURTH AVENUE, CHULA VISTA**

THIS FIRST LICENSE AMENDMENT, hereinafter called the "First Amendment," is executed between the **City of Chula Vista**, a California chartered municipal corporation, hereinafter called "City," and **Vocational Training Institutes, Inc. dba PIMA Medical Institute, Inc.**, hereinafter called "Licensee," together the "Parties," to amend the terms and conditions of Licensee's use of certain real property owned by City.

R E C I T A L S

WHEREAS, on June 29, 2009, the City Council approved a license agreement (License Agreement) with Licensee for a portion of City-owned property located at 1173 Fourth Avenue for establishing a classroom and lab setting for use as a part of its Veterinary Assistant/Technician training programs, as set forth in section 1.02 of the License Agreement; and

WHEREAS, said License Agreement named an incorrect address, as the property is located at 1773 Forth Avenue, with the classroom for Licensee's use is at 1771 Fourth Avenue. This First Amendment corrects the address as 1771 Fourth Avenue; and

WHEREAS, the License Agreement provided for an additional five-year extension upon expiration of the original ten-year term; and

WHEREAS, the ten-year term of the License Agreement expired on June 30, 2019 and Licensee has continued operation under the five-year option period, which is July 1, 2019 to June 30, 2024; and

WHEREAS, the Parties mutually agree to exercise the five-year extension option and to modify the License Agreement.

NOW THEREFORE, the Parties agree to amend the License Agreement as follows:

1. The License Agreement is amended to add the following section:

Section 1.04 Parking. Licensee faculty and staff may utilize the parking spaces directly in front of the licensed facility. Licensee hereby acknowledges that said parking is not sufficient for faculty and staff. Overflow parking shall be allowed only on the street, where allowed. The spaces past Licensee's licensed facility are for City Staff use only. The spaces in the main parking lot are for customer use only until 5:30 PM. A vehicle of

any Licensee staff or student found parking in unauthorized spots is subject to towing at owner's expense

2. **Section 2.01 Term** is amended to reflect that the current term is five years, July 1, 2019 to June 30, 2024, with the provision for one additional five-year extension, July 1, 2024 to June 30, 2029, by mutual consent of the Parties.
3. **Section 3.02 Utilities:** The last sentence in this section is omitted in its entirety and replaced with the following: "Licensee shall reimburse Chula Vista Animal Care Facility (CVACF) annually for an amount equal to two thirds (2/3rds) of the total water bill for the meter serving 1771 and 1773 Fourth Avenue for the previous 12 month period. City shall provide Licensee with copies of bills from that 12- month period to support the amount invoiced. Electricity serving the automatic electric gate shall be provided by Pima at their cost.
4. **Section 5.03 B.** shall be amended to add the following: "Said access to the Animal Shelter as well as any equipment and supplies shall be under the direct supervision of CVACF staff, or their assigned representative. If providing direct supervision incurs additional staff time, such as unlocking or locking facility doors after hours, Licensee will be charged for the time and will reimburse City for same.
5. **Section 6. Improvements:** This section and accompanying Exhibit E shall be amended to add the following subsection and to update Exhibit E:

Section 6.01.1 City and Licensee agree to install an automatic electric gate, controller and electric service to the location.. The cost of these improvements shall be divided equally between Licensee and CVACF. Bids will be solicited from responsible contractors and all work shall be done at prevailing wage. The successful bid shall be mutually agreed upon by the parties.

Exhibit E, Animal Shelter Improvements and Ownership. City and Licensee agree that Licensee will replace the existing X-ray machine, Item Number 078481785, the Sedecal Veterinary X Ray System, with the same or comparable X-ray system at Licensee's expense. Licensee agrees to pay for maintenance and repairs, and any additional insurance coverage related to the X-ray system or its use required by City. Licensee will retain ownership of the new X-ray system.

6. **Exhibit C** shall be amended to include the following:
 14. Licensee shall provide appropriate Personal Protective Equipment (PPEs) for all PIMA staff and students.
 15. Use of controlled substances in the treatment of ACF animals will be supervised by an authorized veterinarian and logged in accordance with all VMB and DEA requirements.
 16. Disposal: With prior authorization, Licensee may dispose of animal cadavers in the CVACF cooler for disposal pickup under the CVACF contract. If the

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quantity will exceed the contract's average maximum capacity, Licensee will be billed for additional service at the same rate established in City contract.

7. All other terms and provisions of the License Agreement shall remain unchanged and in full force and effect.

LICENSOR: CITY OF CHULA VISTA, A MUNICIPAL CHARTERED CORPORATION OF THE STATE OF CALIFORNIA

By: _____

Date: _____

Name Printed: _____

Title: _____

LICENSEE: Vocational Training Institutes, Inc DBA PIMA Medical Institute, Inc

By: 

Date: 12/2/2020

Name Printed: FRED FREEDMAN

Title: PRESIDENT/CEO

Approved as to form:

City Attorney