



THE CITY OF SAN DIEGO

CITY OF SAN DIEGO	
REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON COPY
☐	ORIGINATOR

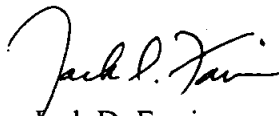
November 22, 2005

Patricia De Marce
The Committee of 100
P. O. Box 19029
San Diego, CA 92159-0029

Dear Ms. De Marce:

This is to acknowledge receipt of Mr. Bonner's letter dated October 31, 2005, exercising the option to extend the term of your lease, City Clerk Document RR-253887, until March 23, 2031. The City further acknowledges that you have satisfied the requirements of Section C.4.b. of your lease.

Sincerely,


Jack D. Farris
Deputy Director



Mike Behan
Deputy Director
Park & Recreation Department

PC/cb

cc: Ted Medina, Park & Recreation Department Director

File: Lease - Committee of 100

I:\WPO\2005\CRAWFORD\L-RUGGLES2.doc

Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706





DEDICATED TO THE PRESERVATION
OF SPANISH COLONIAL ARCHITECTURE
IN BALBOA PARK

THE COMMITTEE OF 100

Post Office Box 19029
San Diego, California 92159-0029
Telephone (619) 286-9559

RECEIVED
CITY OF SAN DIEGO
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REAL ESTATE ASSETS DEPT.

EXECUTIVE COMMITTEE

Patricia De Marce, President
Ferdinand T. Fletcher, Vice President
Betty Jo Williams, Vice President
William L. Callaway, Vice President
Paul Rucci, Vice President
High Carter, Vice President
Richard Bregante, Vice President
William E. Ferguson, Endowment Officer
James T. Bonner, Treasurer
Charles B. Blake, Assistant Treasurer
B. A. Mierlot, Recording Secretary
Betsey Frankel, Corresponding Secretary

BOARD OF DIRECTORS

Charles B. Blake.
James Bonner
Mark Bradbeer
Richard Bregante
Anita Brown
William L. Callaway
Hugh C. Carter
RAdm. Karl Christoph, Jr.
Marjorie Crandall
Maybelle Crews
Patricia De Marce
Margaret Duff
William E. Ferguson
Ferdinand T. Fletcher
Betsey Frankel
Merlin H. Gale
Kathy Guymon
Maxene Hatch
Lois Hubble
Welton Jones
Jo Ann Knutson
Mary Jane Koenig
BGen. Jack Krasovich
Richard Lareau
Joy Ledford
Richard S. Ledford
Rev. E. Vaughan Lyons, Jr.
Vincent Marchetti
Peggy Matthews
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Pamela Miller
Douglas L. Myrland
Rita Neeper
Kay Rippee
RAdm. Paul Rucci
Penny Scott
Philip L. Ward
Betty Jo Williams
Robert S. Wohl
Judge Douglas R. Woodworth

October 31, 2005

Mr. Jack D. Farris
Deputy Director
Real Estate Assets
1200 3rd Ave, Ste. 1700 MS 51A
San Diego, CA 92101-4199

Dear Mr. Farris:

The Committee of 100 desires to extend lease "County Clerk Document RR-253887" for an additional 25 years under the same terms as in the existing lease.

Sincerely,


James Bonner, Treasurer
Committee of 100
3450 2nd Ave., Unit 32
San Diego, CA 92103-4856



THE CITY OF SAN DIEGO

August 25, 2005

CITY OF SAN DIEGO	
REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON COPY
☐	ORIGINATOR

Patricia De Marce
The Committee of 100
P. O. Box 19029
San Diego, CA 92159

Reference: NOTICE OF LEASE EXTENSION

Dear Ms. De Marce:

Your lease with the City, City Clerk Document RR-253887, for space in the Casa de Balboa building will expire on March 23, 2006. Section C.4.b. of the lease allows the parties to extend the lease for an additional period by negotiated agreement. As the other Casa de Balboa leases contain an option for an additional 25-year term under the same terms as in the existing leases, the City offers you the same opportunity. If a 25-year extension under the same lease terms is acceptable to you, please send written notice of your acceptance to this office between September 23, 2005, and December 22, 2005. Upon receipt of your written acceptance, the new expiration date of the lease will be March 23, 2031.

Sincerely,

Jack D. Farris
Deputy Director

JDF/cb

cc: Will Griffith, Real Estate Assets Director
Ted Medina, Park & Recreation Director
Mike Behan, Park & Recreation Deputy Director
Kathleen Hasenauer, Balboa Park District Manager
Gary Stromberg, Balboa Park District Manager
Teresa Mulligan, Supervising Management Analyst

File: Lease - Committee of 100

I:\WPO\2005\CRAWFORD\L-DEMARCE.doc



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

RECEIVED
MAR 20 1986
RKS & RECEPTION

(Preserve Electric Bldg)

A G R E E M E N T

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "CITY," and the ~~COMMITTEE OF 100~~, a non-profit public-benefit corporation, herein called "COMMITTEE."

R E C I T A L S

A. COMMITTEE and CITY are desirous of preserving the Spanish Colonial architectural style now evident in the Balboa Park area.

B. COMMITTEE and CITY are concerned that public enjoyment of the ornamented park structures is diminished in the evening due to low levels of park lighting.

C. COMMITTEE and CITY wish to enhance the aesthetics of the east facade of the Casa del Prado and Casa Theatre; and to increase area lighting at this location.

D. COMMITTEE is willing, solely at its expense, to employ qualified contractors to perform the necessary work to install and to donate to the City of San Diego an ornamental lighting system to accomplish the foregoing.

NOW, THEREFORE, in consideration of the recitals and the mutual obligation of the parties as herein expressed, CITY and COMMITTEE agree as follows:

DOCUMENT NO. RR 265217

FILED MAR 10 1986
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

1. COMMITTEE shall take full responsibility for, and pay the full cost of, the construction and installation of a lighting system where shown on Exhibit "A," attached hereto and incorporated herein by this reference.

2. The project's goal is to highlight the towers of the Casa Theatre and the heavily ornamented area on the east end of the main Casa building. In addition the crowns of several significant trees will be featured and simulated moonlight patches adjacent to the Theatre's and the Casa's east entrances will be produced. The lighting effect will be similar to that produced in landscape lighting projects designed by John Watson, Landscape Illumination Specialist and shall be a complete landscape lighting system including but not necessarily limited to the following:

- a) Electrical service of an adequate capacity from an appropriate existing power source. Said electrical service to be concealed from normal view within structures or underground to specific lighting locations.
- b) Timing device(s) to meet the conditions of City's regulations related to outdoor lighting.
- c) Installation of individual electrical feeds and waterproof electrical fixtures selected to produce the lighting effect desired.

3. COMMITTEE agrees in its agreement with the contractor to require that contractor agree to indemnify and save free and harmless CITY and

COMMITTEE OF 100 and their respective authorized agents, officers, and employees against any and all liabilities including costs of defense of every kind, nature and description resulting in any manner from the negligence of contractor, his authorized agents and employees during the construction of the project or from defects in construction, including labor and materials, during the warranty period for the project as provided in agreement between the contractor and the COMMITTEE.

COMMITTEE further agrees that during the construction and warranty period, COMMITTEE will require its contractor to procure and maintain public liability insurance and broad form property damage insurance which names CITY and COMMITTEE OF 100 as additional insured with an insurance company satisfactory to CITY licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of COMMITTEE or contractor or any person acting for COMMITTEE or contractor, or under their control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from any act or omission of the COMMITTEE or contractor, or any person acting for COMMITTEE or contractor, or under their control or direction. Such public liability and property damage insurance shall also provide for and protect the CITY and COMMITTEE of 100 against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the construction and warranty period in the amount of not less than

\$1,000,000.00 COMBINED SINGLE LIMIT LIABILITY. COMMITTEE agrees to submit policy(s) of said insurance to the CITY on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company(s) shall not terminate, cancel or limit said policy in any manner without 'at least thirty days' prior written notice thereof to CITY and COMMITTEE. CITY agrees that the provisions of this paragraph as to maintenance of insurance shall limit the extent to which the COMMITTEE may be held responsible for the payment of damages to persons or property resulting from COMMITTEE's activities or the activities of any person or persons for which COMMITTEE is otherwise responsible, and CITY waives subrogation rights against COMMITTEE with respect to any other policies in effect as to said property.

4. COMMITTEE agrees to require its contractor to furnish a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the sum of the contract amount, conditioned for the faithful performance and completion of the contract.

5. COMMITTEE and CITY mutually agree to cooperate fully in providing each other with appropriate information and assistance in furtherance of this project.

6. Prior to CITY'S acceptance of the project, COMMITTEE will ensure and certify that all claims and liens for services, labor and materials have been fully satisfied and discharged. Upon acceptance by the CITY,

COMMITTEE will thereby deliver to the CITY all rights, title, and possession of the project, to be thereafter used and maintained by CITY subject to the CITY'S right to operate or not to operate the improvements, at the CITY'S discretion.

7. COMMITTEE agrees to provide in agreement with contractor that he shall take all steps to secure compliance with all such laws, codes, ordinances, and regulations, required as a result of this project, at its sole expense.

8. CITY will reimburse COMMITTEE for the cost of any CITY permit fee which will be required for the above described work. COMMITTEE agrees to obtain or cause to be obtained all necessary permits and approvals required for the project. CITY reserved the right to reject or modify the plans and improvements.

9. In the event additional funds become available to COMMITTEE, the City Manager may authorize said additional ornamental landscape lighting work to other buildings in Balboa Park without further approval of the City Council.

10. By authorizing the execution of this agreement, the City Council of said CITY is not obligated to take any other action related to the ornamental lighting of other portions of Balboa Park.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting through its City Manager, pursuant to Resolution No. R-265217 authorizing such execution, and by COMMITTEE.

Dated this _____ day of MAR 10 1986, 1986.

THE CITY OF SAN DIEGO

By *David G. Murphy*
ASSISTANT TO THE CITY MANAGER

COMMITTEE OF 100

By *Patricia De Tyarca*
President

I HEREBY APPROVE the form and legality of the foregoing agreement this 19 day of March, 1986.

JOHN W. WITT, City Attorney

By *[Signature]*
Deputy

R-265217

RECEIVED

NOV 10 1983

PARK AND RECREATION
CENTRAL DIVISION

A G R E E M E N T

COPY

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "CITY," and the COMMITTEE OF 100, a tax-free corporation, herein called "COMMITTEE."

R E C I T A L S

A. COMMITTEE and CITY are desirous of preserving the Spanish Colonial architectural style now evident in the Balboa Park area.

B. COMMITTEE and CITY are concerned that significant portions of the ornamentation of the west entry facade of the House of Hospitality are in an advanced state of deterioration.

C. COMMITTEE and CITY wish to repair and/or preserve the most significant portions of the aforementioned ornamentation, in place, until the structure is replaced with a permanent facility.

D. COMMITTEE is willing, solely at its expense, to employ a qualified contractor to perform the necessary restoration and preservation work.

NOW, THEREFORE, in consideration of the recitals and the mutual obligation of the parties as herein expressed, CITY and COMMITTEE agree as follows:

1. COMMITTEE shall take full responsibility for, and pay the full cost of, the repair and preservation of selected ornamentation of the west entry facade, as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

2. Restoration work will include, but is not necessarily limited to, the following process:

- a) The replacement and/or repair of underlying supporting members as may be required.
- b) The restoration area will be treated with a liquid epoxy base resin to prevent further decay.
- c) The larger pieces of deteriorated ornamentation will be reproduced utilizing impression molds and/or molds made from available photogrammetric material. Smaller areas of decayed ornamentation will be resculpted in place utilizing a glue base solution for adhesion.
- d) Replacement material will be lightweight concrete with fiberglass backing adequately secured to the underlying supporting members with metal fasteners or adhering solution as appropriate.
- e) The restored areas will then be suitably primed and provided with a finish coat to match adjacent surfaces.

3. COMMITTEE agrees in its agreement with the contractor to require that contractor agree to indemnify and save free and harmless CITY and COMMITTEE OF 100 and their respective authorized agents, officers, and employees against any and all liabilities including costs of defense of every kind, nature and description resulting in any manner from the negligence of contractor, his authorized agents and employees during the construction of the project or from defects in construction, including labor and materials, during the warranty period for the project as provided in agreement between the contractor and the COMMITTEE.

COMMITTEE further agrees that during the entire term of this agreement, COMMITTEE will require its contractor to procure and maintain public liability insurance and broad form property damage insurance which names CITY and COMMITTEE OF 100 as additional insured with an insurance company satisfactory to CITY licensed to do business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of COMMITTEE or contractor or any person acting for COMMITTEE or contractor, or under their control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from act or activities of the COMMITTEE or contractor, or any person acting for COMMITTEE or contractor, or under their control or direction. Such public liability and property damage insurance shall also provide for and protect CITY and COMMITTEE OF 100 against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this agreement in the amount of not less than \$500,000.00 COMBINED SINGLE LIMIT LIABILITY and umbrella coverage with respect to said public liability insurance and property damage above referred to in the additional amount of two million dollars as follows: \$500,000.00 during term of agreement and guarantee period, and two million dollars umbrella for a period of one year from the date of execution of this agreement. COMMITTEE agrees to submit policy(s) of said insurance to the CITY on or before the

effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company(s) shall not terminate, cancel or limit said policy in any manner without at least thirty days' prior written notice thereof to CITY and COMMITTEE. CITY agrees that the provisions of this paragraph as to maintenance of insurance shall limit the extent to which the COMMITTEE may be held responsible for the payment of damages to persons or property resulting from COMMITTEE'S activities or the activities of any person or persons for which COMMITTEE is otherwise responsible, and CITY waives subrogation rights against COMMITTEE with respect to any other policies in effect as to said property.

4. COMMITTEE agrees to require its contractor to furnish a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the sum of the contract amount, conditioned for the faithful performance and completion of the contract.

5. COMMITTEE and CITY mutually agree to cooperate fully in providing each other with appropriate information and assistance in furtherance of this project.

6. COMMITTEE agrees to provide CITY with any findings and determinations regarding this project, and copies of all studies and reports made specifically for this restoration project.

7. COMMITTEE agrees to provide in agreement with contractor that he shall take all steps to secure compliance with all such laws, codes, ordinances, and regulations, required as a result of this project, at its sole expense. CITY will waive any CITY permit fee

RECEIVED
NOV 4 1983
PARK AND RECREATION
CENTRAL DIVISION

File Pk & Rec
39

(R-83-1718)

RESOLUTION NUMBER R- **259390**

Adopted on OCT 10 1983

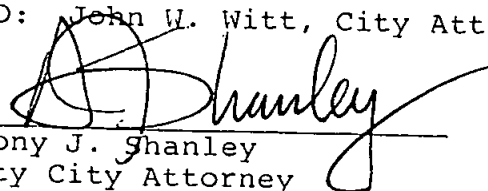
BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be and he is hereby authorized and empowered to approve and execute, for and on behalf of said City, an agreement with the COMMITTEE OF 100 for the repair and preservation of selected ornamentation of the west entry facade of the House of Hospitality in Balboa Park, solely at the Committee's expense, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- **259390**.

BE IT FURTHER RESOLVED, that this Council hereby publicly expresses, for and on behalf of all citizens of the City of San Diego, its appreciation and gratitude for such extraordinary display of civic generoristy by the Committee of 100.

APPROVED: John W. Witt, City Attorney

By


Anthony J. Shanley
Deputy City Attorney

AJS:js:731.12
4/29/83

Or.Dept:Pk. & Rec.
Form=r.auagr

23404



DEPARTMENT OF STATE

To all whom these presents shall come, Greetings:

I, FRANK M. JORDAN, *Secretary of State of the State of California, hereby certify:*

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

In testimony whereof, I, FRANK M. JORDAN, *Secretary of State, have hereunto caused the Great Seal of the State of California to be affixed and my name subscribed, at the City of Sacramento, in the State of California,*

this..... JUL 12 1967

Frank M. Jordan
Secretary of State

By *W. P. L...*
Assistant Secretary

23404

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
JUL 1 2 1967

ARTICLES OF INCORPORATION
OF

THE COMMITTEE OF ONE HUNDRED

FRANK M. JORDAN, Secretary of State
By C. Oscar Johnson
Deputy

23404

FOR THE PRESERVATION OF SPANISH COLONIAL
ARCHITECTURE IN BALBOA PARK, SAN DIEGO, CALIFORNIA

I.

The name of this corporation is:

THE COMMITTEE OF ONE HUNDRED

R. B. JAMES, Clerk
BY _____ DEPUTY

FOR THE PRESERVATION OF SPANISH COLONIAL

ARCHITECTURE IN BALBOA PARK, SAN DIEGO, CALIFORNIA

II.

The purposes for which this corporation is formed,
the specific and primary purpose for which it is formed
being set forth in Subparagraph (a) of this Article II
are as follows:

(a) To conduct, coordinate, manage, build and
promote the preservation and restoration of
Spanish Colonial architecture of public buildings
in Balboa Park, San Diego, California.

(b) To invite others including private corpora-
tions, partnerships, individuals and other or-
ganizations to participate in, to support and
contribute to the activities of this corporation.

FILED
JUL 19 1967

(c) To solicit, collect, receive, acquire, hold and invest money and property, both real and personal, received by gift, contribution, bequest, devise or otherwise; to sell and convert property, both real and personal, into cash; and to use the funds of this corporation and the proceeds, income, rents, issues and profits derived from any property of this corporation for any of the purposes for which this corporation is formed.

(d) To purchase or otherwise acquire, own, hold, sell, assign, transfer, or otherwise dispose of, mortgage, pledge, or otherwise hypothecate or encumber, and to deal in and with shares, bonds, notes, debentures or other securities or evidences of indebtedness of any person, firm, corporation or association and, while the owner or holder thereof, to exercise all rights, powers and privileges of ownership.

(e) To purchase or otherwise acquire, own, hold, use, sell, exchange, assign, convey, lease or otherwise dispose of and mortgage or otherwise hypothecate or encumber real and personal property.

(f) To carry into effect any one or more of the objects and purposes hereinabove set forth and to

that end to do any one or more of the acts and things aforesaid, and likewise any and all acts or things necessary or incidental thereto; and, in conducting or carrying on its activities, and for the purpose of promoting or furthering any one or more of its said objects or purposes, to exercise any or all of the powers hereinabove set forth in this Article, and any other or additional power now or hereafter authorized by law, either alone or in conjunction with others, as principal, agent or otherwise; provided, however, that this corporation shall not have the power to, and shall not, carry on propaganda, or otherwise attempt, to influence legislation or to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause, except where otherwise expressed, shall be in nowise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities which in themselves are not in furtherance of the charitable purposes set forth in subparagraphs (a) and (b) of this Article II.

The properties of this corporation shall be held in trust for the purposes above set forth, but with full power to sell, exchange, encumber or otherwise dispose of the same, subject to the rights of the creditors of this corporation.

III.

The county in the State of California where the principal office for the transaction of the business of this corporation is to be located is San Diego County.

IV.

The persons who are to act in the capacity of directors of this corporation shall be designated "Trustees". The number of Trustees of this corporation shall be not less than three (3) nor more than thirty-six (36), and the names and addresses of the persons who are appointed to act in the capacity of Trustees until the selection of their successors are as follows:

NAME

ADDRESS

Mrs. Beatrice Evenson340 San Gorgonio StreetSan Diego, CaliforniaFerdinand T. Fletcher707 BroadwaySan Diego, CaliforniaGertrude Patch7577 CabrilloLa Jolla, CaliforniaRuth C. Mehlin3111 KelloggSan Diego, CaliforniaSamuel Hamill525 C StreetSan Diego, CaliforniaMrs. Ruth C. Smith4995 Fanuel StreetSan Diego, CaliforniaPeter K. EllsworthFirst National Bank BuildingSan Diego, CaliforniaOliver B. James, Jr.1504 Buckingham DriveLa Jolla, California

NAME

ADDRESS

Frederick K. Kunzel

3549 Jennings Street

San Diego, California

Mrs. Athaleen Bond

853 San Antonio Place

San Diego, California

Edward T. Austin

2975 Nichols Street

San Diego, California

Mrs. Anne B. Chambers

2855 Evergreen Street

San Diego, California

Robert Gordon Pettit

P. O. Box 42

Bonita, California

Mrs. Rebeka L. Wilson

3533 Seventh Avenue

San Diego, California

The number of Trustees may be fixed or changed from time to time by amendment of the Articles of Incorporation, or by amendment of the By-Laws of this corporation duly adopted by the vote or written assent of the members of the corporation pursuant to the By-Laws.

V.

The persons who are Trustees of this corporation shall also be the first members.

The authorized number and qualifications of the members of this corporation, the different classes of membership, the voting and other rights and privileges of members, and the obligations of members shall be set forth in the By-Laws of this corporation.

The members and Trustees of this corporation shall have no liability for dues or assessments.

VI.

This corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California. This corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits or dividends to the members thereof or to any private shareholder or individual. The property, assets, profits and net income of this corporation

are irrevocably dedicated to charitable and scientific purposes and no part of the profits or net income of this corporation shall ever inure to the benefit of any Trustee, officer or member thereof or to the benefit of any private shareholder or individual. Upon the dissolution or winding up of this corporation, the assets of this corporation remaining after payment of, or provision for payment of, all debts and liabilities of this corporation shall be distributed to a corporation or corporations, fund or funds, or foundation or foundations, qualified for exemption from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code of 1954 as now in effect or as subsequently amended.

VII.

The Articles of Incorporation of this corporation shall not be amended except with the vote or written consent of a majority of its members.

IN WITNESS WHEREOF, for the purpose of forming this corporation as a private nonprofit corporation for the purposes set forth in Article II hereof, under and pursuant to the provisions of the General Nonprofit Corporation Law of the State of California, we, the undersigned, constituting

the incorporators of this corporation, including the persons named hereinabove as its first Trustees, have executed these Articles of Incorporation on the dates hereinafter set forth.

DATED: 6-28-67 s/ Mrs. Beatrice Evenson

DATED: 6-28-67 s/ Ferdinand T. Fletcher

DATED: 6-28-67 s/ Gertrude Patch

DATED: 6-28-67 s/ Ruth C. Mehlin

DATED: 6-28-67 s/ Samuel Hamill

DATED: 6-28-67 s/ Mrs. Ruth C. Smith

DATED: 6-28-67 s/ Peter K. Ellsworth

DATED: 6-28-67 s/ Oliver B. James, Jr.

DATED: 6-28-67 s/ Frederick K. Kunzel

DATED: 6-28-67 s/ Mrs. Athleen Bond

DATED: 6-28-67

s/Edward T. Austin

DATED: 6-28-67

s/Mrs. Anne B. Chambers

DATED: 6-28-67

s/Robert Gordon Pettit

DATED: 6-28-67

s/Mrs. Rebeka L. Wilson

DATED: _____

DATED: _____

DATED: _____

DATED: _____

DATED: _____

DATED: _____

DATED: _____

DATED: _____

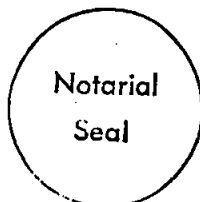
State of California }
County of San Diego } ss.

On this 28th day of June, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Beatrice Evenson, Ferdinand T. Fletcher, Gertrud Patch, Ruth C. Mehlin, Samuel Hamill, Ruth C. Smith, Peter K. Ellsworth, Oliver B. James, Jr., Frederick K. Kunzel, Athleen Bond, Edward T. Austin, Anne B. Chambers, Robert Gordon Pettit and Rebeka L. Wilson

known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Margaret Ross
NOTARY PUBLIC in and for said
County and State

RECEIVED

APR 23 1981

PARK AND RECREATION
CENTRAL DIVISION

AGREEMENT

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and THE COMMITTEE OF 100, a nonprofit California corporation, herein called "Corporation".

RECITALS

- A. In Balboa Park in the City of San Diego, the City owns a building now known as the Electric Building, herein called "Building".
- B. It is to the best interests of City that Corporation, being well qualified and competent, manage and operate a center for the activities, records, artifacts and public dissemination on El Prado in Balboa Park, herein called "Center", in part of the Building in the manner herein set forth. The part of the Building which the Corporation would manage and operate as the Center is described in Exhibit "A" attached hereto and made a part hereof by this reference. Such part of the Building is herein called "part of the Building".
- C. The Charter of the City of San Diego, Section 64, authorizes City to execute agreements with respect to the use of such institutions.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, City and Corporation agree as follows:

1. Corporation as Legal Entity.

Corporation shall have deposited with the City Manager by March 15 of each year duly certified copies of documents evidencing its existence as a legal entity. Without limiting the generality of the foregoing, such documents, by way of illustration, shall include the following:

- a. A copy of the Articles of Incorporation certified by the Secretary of State of the State of California. The Articles need only be filed once with City, but any amendments to the Articles shall be filed by Corporation with a similar certification by the Secretary of State.

DOCUMENT NO. ~~RR-253887~~
FILED MAR 24 1981

b. A copy of the bylaws of Corporation certified to be correct by the secretary of Corporation. The bylaws need only be filed once except that copies of any amendments to them similarly certified shall be filed with City.

c. A certificate executed by the Secretary of State of the State of California certifying that the Corporation is in good standing and authorized to transact business within the State of California.

d. Certificates executed by the secretary of Corporation evidencing the names of all persons holding office in Corporation together with the terms of such office.

e. A copy of a resolution of the board of directors or other governing body of the Corporation certified by its secretary giving the authority to execute this agreement on behalf of Corporation.

f. Such other records, documents or papers as may be required by the City Manager to assure him that Corporation is a valid and viable organization with a continuing existence.

2. Occupancy.

a. City hereby grants to Corporation a permit for the use and occupancy of its part of the building. During the term of this agreement, City shall not grant to any individual, group or organization, other than Corporation, a permit for or a right to use and/or occupy its part of the Building, or any portion thereof, without prior written permission of Corporation.

b. Corporation shall use its part of the building exclusively for the Center and related purposes including research archives, display of artifacts, and educational activities.

c. During the entire term of this agreement, Corporation agrees to procure and maintain public liability insurance which names City as an additional insured with an insurance company satisfactory to City licensed to do

business in California to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Corporation, its sublessees of any person acting for Corporation or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from act or activities of Corporation, or any person acting for Corporation, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect City against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall maintained in full force and effect during the entire term of this agreement in the amount of not less than \$300,000 COMBINED SINGLE LIMIT LIABILITY. Corporation agrees to submit a policy of said insurance to the City on or before the effective date of this agreement indicating full coverage of the contractual liability imposed by this agreement and stipulating that the insurance company shall not terminate, cancel or limit said policy in any manner without at least thirty days prior written notice thereof to City. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then Corporation agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager. Corporation agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Corporation may be held responsible for the payment of damages to persons or property resulting from Corporation's activities, or the activities of any person or persons for which Corporation is otherwise responsible. Corporation agrees to increase the limits

of liability when, in the opinion of City, the value of the improvements covered is increased, subject to the availability of such insurance at the increased limits. Corporation agrees, at its sole expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings and appurtenances.

d. Corporation shall perform janitorial services within its part of the Building, and its immediate approaches, in such manner as to keep its part of the Building in a safe, clean and sanitary condition at all times. City shall perform major building maintenance on permanent features, including but not being limited to exterior and interior walls, ceilings, roofs, floors, external structures, replacement of windows, electrical circuits, plumbing, fire-fighting and protection equipment, fire sprinkler systems, doors and door closures, and such fixtures as heating equipment, elevators, etc., to the extent that provision has been made therefore in the schedules upon which the annual City appropriation for maintenance of public buildings is based. A detailed division of these services between City and Corporation is described in Exhibit "C" attached hereto and made a part hereof by this reference.

Janitorial and other maintenance of the lobby and restroom areas, common to all building tenants will be maintained jointly by all tenants under the direction of the Building Tenants Committee as outlined in Exhibit "D" and in accordance with the provisions of Exhibit "C" attached hereto.

Problems regarding building development and management will be referred to the Building Tenants Committee for resolution. Decisions of the Committee may be appealed to the City Manager, or his representative, whose decision is final.

Interior decoration and alterations for the accommodation of the Center or its exhibits in the Corporation's part of the Building shall be the responsibility of Corporation, and shall meet National Fire, Building and Electrical Code requirements.

e. Corporation agrees to pay for utilities within its part of the building and to share in the lobby and restroom areas common to all building tenants in accordance with procedures outlined in Exhibit "D". City will pay for utilities in its space and for exterior lighting.

f. Corporation may, at Corporation's own expense, make any major and/or minor permanent alteration or changes in its part of the Building or cause to be made, built or installed structures, exterior signs, fixtures, equipment, or other improvements in its part of the Building necessary or desirable for Corporation's use of its part of the Building and may alter and repair any such structures or other improvements; provided, however, that permanent and major alterations and changes shall not be made and such structures and other improvements shall not be built or installed except in accordance with plans and specifications previously submitted by Corporation to the City Manager and approved, in writing, by him.

Corporation will at all times save City free and harmless and indemnify it against all claims for labor or materials furnished for or in connection with any and all work, change or improvements in or upon its part of the Building pursuant to this paragraph.

g. The City reserves and shall always have the right to enter the Building for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted thereon. In the event that such entry or inspection by City disclosed that said premises are not in a decent, safe, healthy and sanitary condition, the City shall have the right, after ten days written notice to Corporation to have any maintenance work done at the expense of

Corporation. Corporation hereby agrees to pay promptly any and all costs incurred by City in having such necessary maintenance work done in order to keep said premises in a decent, safe, healthy and sanitary condition.

3. Operation in General.

a. Corporation shall be operating within six months from date the City officially accepts the building from the contractor. The anticipated completion dates as set forth in Exhibit "B" are subject to reasonable delays caused by material and labor shortages, strikes or other labor disputes, governmental actions, war, riot, insurrection, rebellion, act of God, fire, flood, storm, earthquake, or any and all causes beyond the reasonable control of Corporation or its contractors.

b. All personnel provided for in the annual budget for operating the Center shall be employed by and be the employees or volunteers of Corporation. They shall not be subject in any way to the control of City. In order to carry out wholesome and proper park and recreation purposes, the Park and Recreation Director, with the approval of the City Manager, may prefer charges against any such employee for conduct detrimental to such purposes. Such charges shall be considered by Corporation and a report of its action thereon shall be made promptly to the City Manager. During the pendency of the report by Corporation, the City Manager may demand the suspension of the charged employee and Corporation shall promptly suspend that employee until the matter is resolved to the satisfaction of the City Manager. ✓

c. Corporation agrees to indemnify and save the City of San Diego and its agents and employees harmless from any and all liability claims, damages or injuries to any person, including injury to Corporation or any of Corporation's employees, representatives, agents, guests, licensees, invitees, patrons or of any other person whomsoever, and all expenses of investigating

and defending against same: (1) arising from or alleged to have arisen from or connected with the use of or operations on the premises; (2) caused or claimed to be caused by the independent acts of Corporation, their agents or employees.

d. Corporation agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, physical handicap or medical condition in Corporation's use of the premises, including but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

e. The Board of Directors shall:

1. Establish rules and regulations for the proper use, operation and protection of its part of the Building, and property housed therein.

2. Subject to the provisions of this agreement, designate a chief executive officer who shall have charge of the operation of the Center.

3. Appoint a representative to the Building Tenants Committee. This committee, consisting of a representative of each building tenant, shall provide for building development and management in accordance with Exhibit "D".

f. The Corporation shall submit to the appropriate City representative the required reports, financial statements and other documents as requested in a timely and prompt manner.

4. TERM OF AGREEMENT.

a. Term. The Term of this Agreement shall be twenty five (25) years commencing on March 24, 1981, and ending on March 23, 2006.

b. The parties hereto may, after said twenty five year term, extend the term for an additional period by negotiated agreement.

c. The performance of the Corporation, in accordance with the terms

of this agreement, will be subject to periodic review. Should the Corporation not be in compliance with conditions of this agreement and shall fail to cure such default within 90 days written notice from City specifying the default and the date on which its rights will be terminated, the City may immediately cancel and terminate this agreement.

This agreement and the occupation of the Building by Corporation does not obligate City to perform any work or repairs or to expend any monies whatsoever.

This agreement may be amended in writing by mutual written consent of the City and the Corporation as permitted by law.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-253887 authorizing such execution, and by Corporation.

Dated this 24th day of March, 1981.

THE CITY OF SAN DIEGO

By Deanne M. Balsh
ASSISTANT TO THE City Manager

THE COMMITTEE OF 100
Corporation

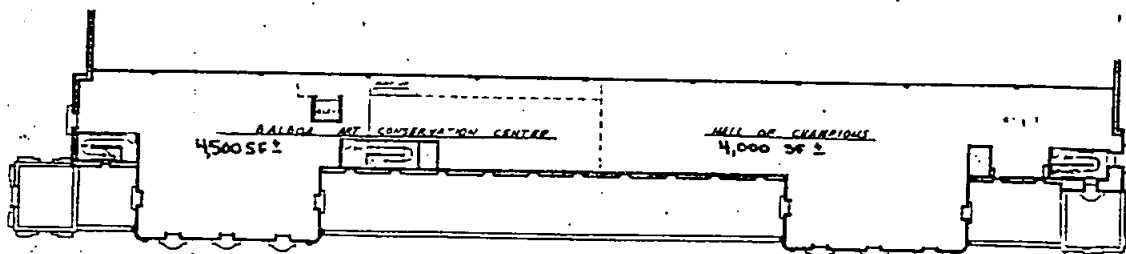
By Patricia De Yares
President

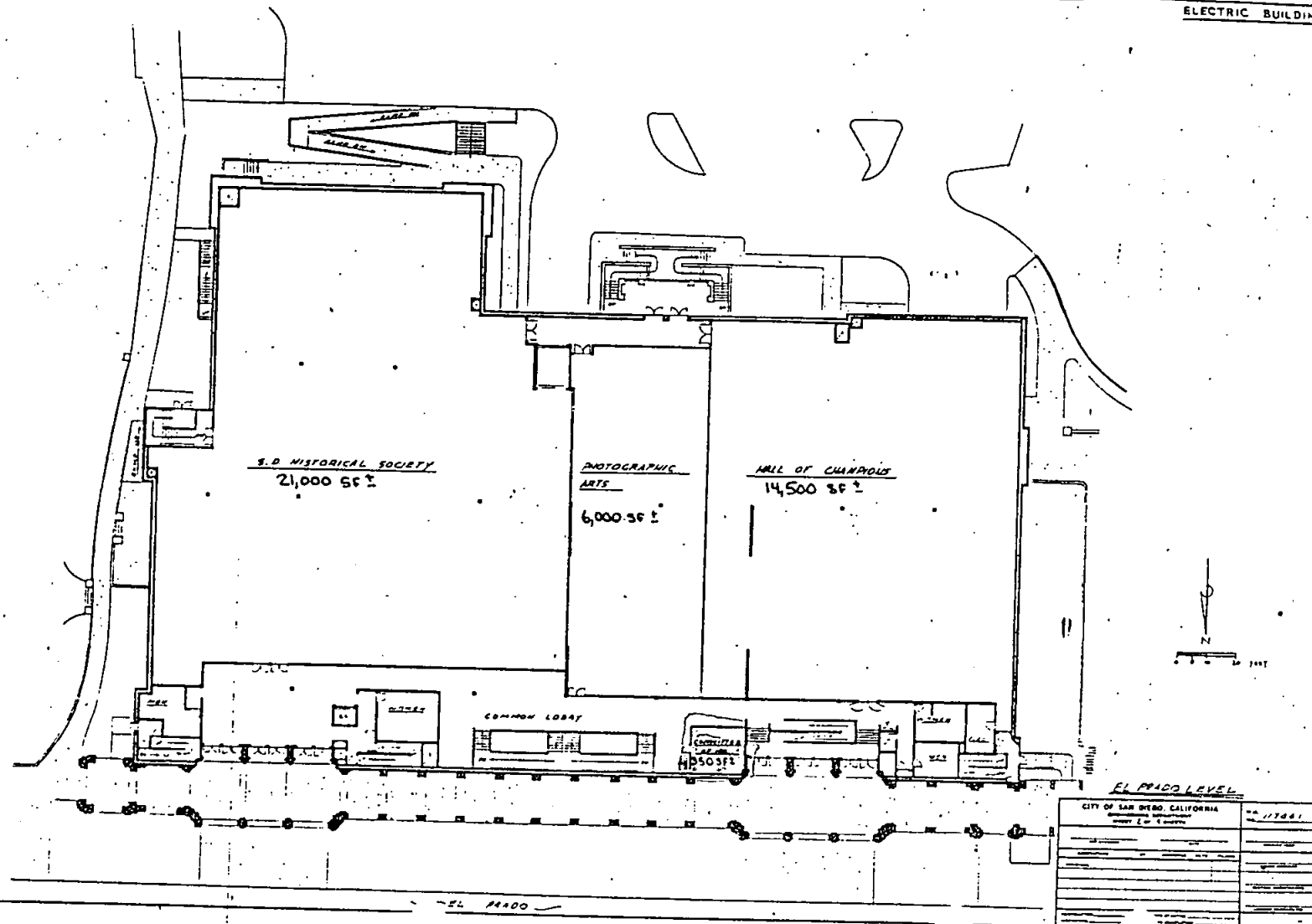
I HEREBY APPROVE the form and legality of the foregoing agreement
this 21 day of April, 1981.

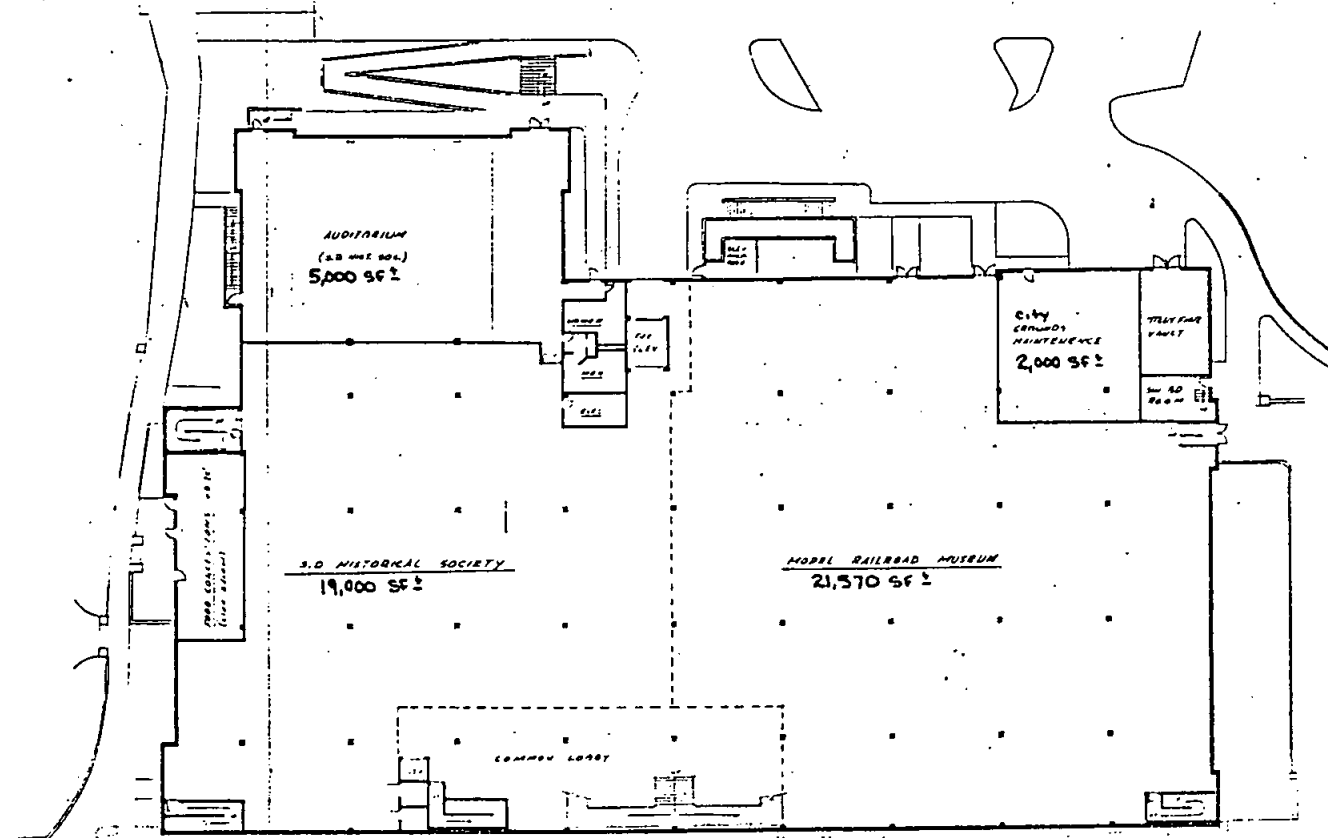
City Attorney
By W. A. Bullock
Deputy

Exhibit "E" is incorporated herein.

R-253887







LOWER LEVEL

CITY OF SAN DIEGO, CALIFORNIA	NO. 117441
PROJECT NO.	
DATE	
BY	
CHECKED BY	
APPROVED BY	
DESIGNED BY	
CONSTRUCTED BY	
MAINTAINED BY	
REMARKS	

EXHIBIT "A" 1 of 1

COMMITTEE OF 100

EXHIBIT "B"

<u>COMPLETION DATE (1)</u>	<u>PROPOSED IMPROVEMENTS (2)</u>	<u>ESTIMATED MINIMUM VALUE (3)</u>
Within six (6) months of the City's accept- ance of Building	Construct two walls to enclose Corpora- tion's assigned space, including suit- able door and wiring, switches, light fixtures, etc., as may be required by the proposed occupancy.	\$2,000

- (1) The City Manager may extend the completion date of proposed improvements, at his sole discretion, when delays are caused by situations beyond the control of the Corporation, for a period not to exceed 1 year without City Council approval.
- (2) To be built, or installed, in accordance with current building codes and regulations and as delineated on plans and specifications approved, in writing, by the City Manager.
- (3) The Corporation shall provide the City Manager with documentation of the actual cost of improvements or an estimated value thereof. The City Manager is the sole judge of estimated value and his decision is final.

EXHIBIT "C"

MAINTENANCE REPAIRS
OPERATING AGREEMENT PERMIT FACILITIES

<u>SYSTEM/AREA</u>	<u>CITY'S RESPONSIBILITIES</u>	<u>JOINT TENANTS' RESPONSIBILITIES</u>	<u>CORPORATION RESPONSIBILITIES</u>
Electrical/Lighting & Power	Switches, switch/outlet plates, outlets & fixture lenses in lobby areas only. Wiring, conduit, breakers, light fixtures (as a complete item) neon lighting. All exterior lighting including lamps. Electrical costs in its part of building and exterior lighting costs.	Replace lamps in lobby and common use areas and electrical costs in those areas.	Replace lamps, switches, switch outlet plates, outlets and fixtures lenses and electrical costs in its part of the building.
Emergency Electrical System	Repair parts and/or system wiring/conduit, etc. Periodic operational check-out.	Preventative maintenance in lobby & common use areas.	Preventative maintenance in its part of the building.
Heating & Ventilation, including Solar System, Pumps & Boilers	All except filter/strainer changes and daily/weekly operational checks.	Clean/replace filters, cleaning of solar panel glass, daily/weekly operational checks.	None.
Plumbing, Sewer, Water	Broken pipe, valves within system. Clean sewer inside & outside of building. Repair/maintenance of valves, faucets & trim at service points, i.e. angle stops flushometers, toilet valves & seats, lavatory faucets, traps, hosebibs, in public restrooms in lobby & common use areas.	Preventative maintenance in lobby & common use areas. Custodial care of lobby restrooms & common use areas.	All except broken pipe & valves within system & clearing sewer related to labs, sinks & restrooms added by Corporation in its part of the building.
Painting	All exterior, including touch up after vandalism. All lobby & common use areas, including touch up after vandalism.	Cleaning lobby & common use area walls.	All interior walls in its portion of the building.
Doors/Hardware	All but loose screws/bolts	Loose screws/bolts in lobby & common use areas.	Loose screws/bolts in its portion of building.

SYSTEM/AREACITY'S RESPONSIBILITIESJOINT TENANT'S RESPONSIBILITIESCORPORATION RESPONSIBILITIES

Windows/Glass in doors

Replace glass in doors. Replace glass in solar panels. Replace/repair windows & glass in windows.

Cleaning of glass in doors & windows in lobby & common use areas.

Replacement of window glass if responsible for breakage. All exhibit glass in its portion of building. Maintain security alarm system in its part of building.

Fire Suppression System

Maintain & repair City installed fire suppression system throughout building. Approve alternate systems installed by tenants.

Preventative maintenance to City system.

All, systems installed by Corporation.

Floor Covering

Repair/maintain tile/carpet etc. in lobby & common use areas.

Custodial care of tile, carpet, etc. in lobby & common use areas.

Repair/maintain tile/carpet etc. in its part of building.

Displays

Approve hook-up of electrical & water (Bldgs.) & structural (Engineering & Development)

Custodial care of displays in lobby and common use areas.

Install & operate displays in its part of building.

Elevators

All except routine inspection.

Routine inspection and reporting of problems.

None.

Pest Control

Termites, Bees

All other pests in common use areas.

All other pests in its part of building.

EXHIBIT "D"

MEMORANDUM OF AGREEMENT

AMONGST

THE TENANTS OF THE NEW ELECTRIC BUILDING

ARTICLE I: NAME

Section 1. This organization shall be known as the New Electric Building Tenants Committee.

ARTICLE II: PURPOSE

Section 1. To provide for the development and efficient management and operation of the new Electric Building in accordance with operating agreements.

Section 2. To delineate exclusive and non-exclusive use areas of responsibility.

Section 3. To effect or arrange for maintenance and inspection of non-exclusive use areas of the building and common mechanical, electrical, ventilating and plumbing systems in the building because they cross the boundaries of the various exclusive use areas.

Section 4. To establish the financial responsibilities of each tenant as regards:

Overall building utility costs

Non-exclusive use areas maintenance costs

Section 5. To arbitrate any disputes or differences between or among tenant organizations arising from the internal management of the building.

ARTICLE III: MEMBERSHIP

Section 1. The Tenants Committee shall consist of one representative from each tenant organization.

Section 2. A quorum consists of a majority of the member organizations, and each organization is vested with one vote.

ARTICLE IV: MEETINGS

Section 1. Members of the Tenants Committee will meet as required to review and act on such agenda as may be brought before it. Normally agenda items will be submitted at least with 7 days notice.

Section 2. Any tenant can schedule a meeting as necessary to resolve issues requiring joint policy decision. Agenda will be furnished each member organization seven days prior to meeting.

Section 3. Meeting chairmanships will generally rotate among organizations.

Section 4. Secretarial service shall be provided by the Meeting Chairman.

Section 5. Robert's Rules of Order shall govern the conduct of all meetings except as otherwise provided herein.

Section 6. A simple majority vote shall normally carry on agenda items.

ARTICLE V: AMENDMENTS

Section 1. This Memorandum of Agreement may be amended or revised by a majority vote of the members.

ARTICLE VI: ADOPTION

Section 1. This Memorandum shall be ratified by all tenant organizations. Ratification of this agreement by each organization signifies willingness of the organization to abide by the decisions of the Tenants Committee.

COMMITTEE OF 100

EXHIBIT "E"

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is supplementary to and a part of the attached Agreement. Any inconsistencies between the Agreement and this Addendum shall be controlled by the specific provisions of this Addendum.

1. A provision is added at the end of Paragraph 2.c. to read as follows:

Corporation understands and agrees that City as of the date of execution of this Agreement carries a blanket fire insurance policy covering all of the City-owned belongings. To the extent such policy may not cover the improvements and property of Corporation, Corporation may, at its sole cost and expense, provide additional insurance to cover such property. City may, at its sole option, from time to time increase or decrease fire insurance coverage on City buildings including the building which is the subject of this Agreement.

2. Paragraph 3.b. is deleted from the Agreement and replaced with the following:

All personnel provided for operating the center shall be employed by and be the employees or volunteers of Corporation and shall not be the agents or employees of City. Such personnel shall not be subject to the control of City.

3. During the entire term and any extension of the Agreement, the area occupied by Corporation shall be used solely and exclusively for public activities related to the preservation and maintenance of Spanish colonial architecture in Balboa Park and the promotion of park programs. Corporation shall keep its facilities open to the public at least two (2) days per week.

4. Upon the expiration or earlier termination of this Agreement, Corporation shall return the portion of the building described in Exhibit "A" to City in good and clean condition, reasonable wear and tear accepted. All fixtures and personal property may be removed by Corporation upon the expiration or earlier termination except that no improvements permanently affixed to the building may be removed but shall be the property of City and all damages which may result from removal of other fixtures shall be repaired by and be the responsibility of Corporation.

5. Anything to the contrary herein notwithstanding, City shall not be obligated to budget funds for the operation and maintenance of the building or any portion thereof and the provisions of this Agreement with regard to construction, maintenance and operation of the building shall be subject to the budgeting and availability of funds for such purposes by the City Council in its sole discretion. Furthermore, in the event City does not budget and authorize funds sufficient to accomplish the provisions contained in the Agreement, Corporation may, at its option, terminate this Agreement by giving City ninety (90) days prior written notice of intent to so terminate. City shall have no liability whatsoever for any damages incurred by Corporation as a result of City's failure to budget funds necessary to maintain and operate the Building and Corporation's sole and exclusive remedy in the event of failure by City to perform under any of the provisions of this Agreement shall be to terminate this Agreement as specified above. The City will, however, pay for utilities in its space and for exterior lighting in accordance with Paragraph 2.e.

6. Failure by Corporation to construct the improvements as and when specified in Exhibit "B" or failure by Corporation to operate and maintain the center as specified herein at all times during the term of this Agree-

ment shall constitute material defaults by Corporation for which this Agreement may be terminated by City in accordance with Paragraph 4.c.

7. Corporation agrees to file with the City, prior to commencement of any construction performed upon the premises, a faithful performance bond in the amount of 100% of the construction costs of the work to be performed. Said bond may be in cash or may be a corporate surety bond satisfactory to City, or a combination of cash and bond. Said bond shall insure that the construction commenced by Corporation shall be completed in accordance with approved plans. The bond will be filed with the City. The City Manager may, for good cause, waive this bond requirement upon a satisfactory showing by Corporation that the total funds needed for construction are available and set aside for the construction.

8. In the event the City, during the initial ten (10) year term of the Agreement, does not budget and provide funds adequately to fulfill the City required maintenance of the building, and as a result Corporation terminates this Agreement, the City agrees to use good faith efforts to lease Corporation's portion of the Electric Building to a new user for an amount reflecting Corporation's expenditures for permanent improvements and all amounts received by the City, reflecting the value of such improvements, will be reimbursed to the Corporation until, in the City Council's opinion, adequate reimbursement has been made.

RECEIVED

Pk 9 Rec
39

APR 24 1981

PARK AND RECREATION
CENTRAL DIVISION

RESOLUTION NO. R- 253887

(R-81-1744)
(REV.)

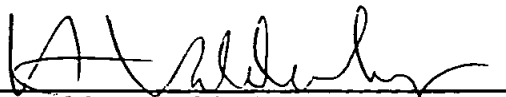
Adopted on MAR 24 1981

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

That the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an Agreement between City and THE COMMITTEE OF 100, a nonprofit California corporation, for the use and operation of a portion of the ELECTRIC BUILDING in Balboa Park for a center for activities relating to the preservation and enhancement of Balboa Park facilities, which Agreement has a term of 25 years, with consideration to the City being a public benefit to be received from Corporation's activities as more specifically provided for in that Agreement on file in the office of the City Clerk as Document No. RR- 253887.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to approve a completion date for the initial improvements to be made by Corporation, which completion date shall be six (6) months following the date of execution of the Agreement, six (6) months after the Electric Building basic construction is accepted by The City of San Diego, or December 31, 1981, whichever date or event occurs last.

APPROVED: John W. Witt, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:ps:274

3/18/81 Revised 3/25/81

Or. Dept.: Pk&Rec.

R-253887