

AGREEMENT

THIS AGREEMENT is made by THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and SAN DIEGO HISTORICAL SOCIETY, a non-profit California corporation, herein called "Society".

RECITALS

- A. At 20th and "K" Streets (1925 "K" Street) in the City of San Diego, the City owns a building known as the Jesse Shepard House, herein called "Building", and the Charter of the City of San Diego, Section 55, authorizes City to execute agreements with respect to the use of recreational, cultural, and educational facilities.
- B. It is to the best interests of City that corporation, being well qualified and competent, manage and operate a public cultural and educational center known as the Villa Montezuma in Building in the manner herein set forth.
- C. The Charter of the City of San Diego, Section 64, makes provision for the appropriation of monies for the support of institutions of an educational, scientific, historical and cultural character.

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

1. OCCUPANCY

- a. City hereby grants to Society a permit for the

use and occupancy of Building.

- b. Society shall use Building exclusively as a center for the development of educational, cultural, and historic interpretive programs, and for related community activities, provided that Society shall not exclude the general public or interfere with the public's right to the use and enjoyment of the Building and its facilities; however, reasonable restrictions and regulations may be made in order to carry on center activities in an orderly and proper manner.
- c. Society shall have the right to charge reasonable rental fees for special uses of the facilities. Any schedule of rental fees will be subject to prior approval by the City Manager.
- d. Society may sell articles approved by the Director of the Park and Recreation Department of City to the general public which relate to subjects on display or activities conducted in the Villa Montezuma, including, but not limited to books, periodicals and related artifacts.
- e. Society shall, at all times that this agreement is in effect or the premises are occupied by Society, cause to be maintained in force and effect a combined single limit insurance policy in the amount of \$500,000 which will insure and indemnify both City and Society against liability or financial loss resulting from injuries occurring to persons or property in or about the premises or occurring

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as a result of any acts or activity of Society.

The policy shall be written by a responsible company or companies to be approved by City, and shall be non-cancelable except on ten (10) days written notice to City. Said policy shall name City as co-insured, and a copy of such policy shall be filed with the Park and Recreation Department.

- f. Society shall perform janitorial services within Building, and its immediate approaches, in such a manner as to keep Building in a safe, clean and sanitary condition at all times. City shall perform basic building maintenance on permanent features, including but not being limited to exterior and interior walls, ceilings, roofs, floors, external structures, electrical circuits, plumbing, fire-fighting and protection equipment, and such fixtures as heating equipment, elevators, etc., to the extent that provision has been made therefor in the schedules upon which the annual City appropriation for maintenance of public buildings is based. Interior decoration and alterations for the accommodation of activities or exhibits shall be the responsibility of Society.
- g. Society may, at Society's own expense, make any major and permanent alteration or changes in Building or cause to be made, built or installed structures, exterior signs, fixtures, equipment, or other improvements necessary or desirable for Society's use of 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 Society to the City Manager and approved, in writing, by him. Society 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 Building pursuant to this paragraph.

2. OPERATION IN GENERAL

- a. The policies established by Society for the operation of the center shall conform to the general policy established by City for the use and operation of its cultural and educational facilities.
- b. A Board of Directors or Trustees, herein called "Board", shall be elected by Society to operate the museum. Society shall include on its Board of Directors, or other governing or managerial body, at least one representative of the City who has been designated by the City Manager and who shall exercise all the rights of a Board member except that he shall not fill a regular Board position authorized by the by-laws, shall not count as a member for a quorum, and shall not vote. .
- c. During the existence of this agreement, City will provide funds to help defray the cost of operation

of the Villa Montezuma in amounts to be determined annually by the City Council. This agreement and the occupation of Building by Society do not obligate City to perform any work or repairs or to expend any monies whatsoever except to the extent that monies may be appropriated by the Council.

- d. Funds provided to Society by City for the operation of the Villa Montezuma shall be paid to the institution in twelve (12) equal monthly installments during the fiscal year, provided that in each instance monthly statements of attendance, income and expenditures shall be submitted for the previous month before City shall become liable for the succeeding months installment. Such reports shall accompany the request for payment and shall be in a form prescribed by the City Manager of City.
- e. Under City policy, City funds may be expended for utilities, custodial, demonstration and guard services, for administrative and office personnel, and for other expenses necessarily incurred in the normal operation of the facility. City funds may also be expended for the preparation and maintenance of public exhibits, related research, and for other related purposes.
- f. All personnel provided for in the annual budget for operating the museum shall be employed by and be the employees of Society. 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 and consistent with the rights of the public in and to such areas, 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 or rights. Such charges shall be considered by Society, and a report of its action thereon shall be made promptly to the City Manager. During the pendency of the report by Society the City Manager may demand the suspension of the charged employee and Society shall promptly suspend that employee until the matter is resolved to the satisfaction of the City Manager.

- g. Society's fiscal year shall coincide with City's fiscal year.

4. OTHER PROVISIONS

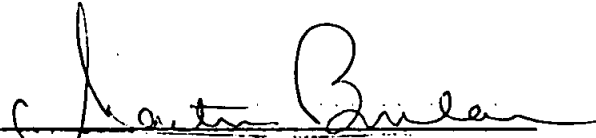
- a. Society shall use accounting procedures recommended or approved by the Auditor and Comptroller's Office of the City of San Diego. Proposed revisions or changes in Society's accounting procedures shall be approved by City's Auditor and Comptroller.
- b. Society shall submit to the City Manager at the close of each fiscal year a report of the center's activities, and an inventory of furnishings and other property of City which are in the custody of the Society in a form required by and satisfactory to City.
- c. The "General Terms and Conditions" attached hereto are incorporated by reference as though set forth herein and are made a part of this agreement.

- d. Both City and Society have the absolute right to terminate this agreement upon 60 days written notice.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 206318 authorizing such execution, and by Society.

Dated this 17th day of August, 1972.

THE CITY OF SAN DIEGO

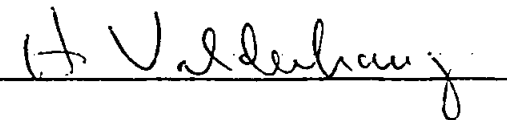
By 
ASSISTANT TO THE CITY MANAGER

SAN DIEGO HISTORICAL SOCIETY

By 

I HEREBY APPROVE the form and legality of the foregoing agreement this 23 day of August, 1972.

JOHN W. WITT, City Attorney

By 

CITY-FUNDED ORGANIZATIONS
GENERAL TERMS AND CONDITIONS

These general terms and conditions are a part of the terms and conditions of the attached agreement between The City of San Diego, a municipal corporation, first party, and the organization or organizations described in and signatory to the agreement.

1. Definitions

- a. "City" means The City of San Diego, a municipal corporation.
- b. "City Manager" means the duly appointed, qualified and acting City Manager of the City.
- c. "City Council" means the duly elected, qualified and acting Council of the City.
- d. "Organization" means the legally constituted nonprofit corporation completely directing and in complete control of its own affairs through its own officers or members which is named in the attached agreement and is signatory thereto.
- e. "City Auditor" means the duly appointed, qualified and acting Auditor and Comptroller of the City.

2. Qualifications. Organization 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. Such documents, by way of illustration, shall include the following:

- a. A certificate executed by the Secretary of State of the State of California certifying to the filing in his office of Articles of Incorporation and attaching a true copy of the same together with a certificate that the corporation is in

good standing and authorized to transact business within the State of California; and copies of its Bylaws certified by its secretary.

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

c. A copy of a resolution of the board of directors or other governing body of the Organization certified by its secretary authorizing the application by Organization for financial assistance and authority to execute the agreement on behalf of Organization.

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

3. Financial Disclosures. Organization shall have deposited with the City Manager by March 15 of each year duly certified copies of true, accurate and complete documents evidencing the financial status of Organization's last complete fiscal year. Such documents, by way of illustration, shall include the following.

a. A budget estimate.

b. A profit and loss or operating statement audited by a certified public accountant.

c. A balance sheet audited by a certified public accountant.

4. Financial Estimates. Organization shall have deposited with the City Manager by March 15 of each year copies of documents evidencing the proposed programs and financial status of Organization for the year for which support is requested. Such documents, by way of illustration, shall include the following:

- a. A copy of Organization's proposed programs.
- b. A copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures.

5. Maintenance of Records. Organization shall keep, or cause to be kept, true, accurate and complete records, including double entry books, a profit and loss statement, and a balance sheet, making it at all times possible to determine the nature and amount of revenue and expenditures. All of Organization's expenditures and transactions shall be supported by documents of original entry such as sales slips, cash register tapes, purchase invoices and receipts. Documents supporting a profit and loss statement shall be retained by Organization until an audit of Organization's records is conducted by City, or until a period of three years has elapsed, whichever occurs first.

6. Reports. During the course of the year in which support is obtained, Organization shall provide City with periodic financial reports which shall include a budget statement comparing income and expenses. The time or times for filing of such reports shall be designated by the City Manager.

7. Inspection and Audit of Records. All books, statements, documents, records and financial data of Organization shall be open at all times for inspection and/or audit by City upon reasonable notice. Further, City has the option of conducting an audit of all books,

statements, documents, records and financial data of Organization, or demanding of and receiving from Organization the results of such a complete audit as conducted by a certified public accountant in the event that any of the following facts should exist:

a. If Organization's executive director, or other managing agent, resigns, retires or is discharged.

b. If there is a majority change in the membership of Organization's board of directors, or other managing or governing body.

c. If the structure of Organization or Organization's governing or managerial body is substantially changed.

8. Activities Prohibited. Organization shall not use directly or indirectly any of the funds received from City under this agreement for any political or religious activities whatsoever.

9. Discrimination Prohibited. In the conduct of its activities, which are funded in whole or in part by City, Organization shall not discriminate against any person or persons on account of race, creed or national origin.

10. City Representative in Organization. Organization shall include on its board of directors, or other governing or managerial body, at least one representative of the City who has been designated by the City Manager or City Council and who shall exercise all the rights of a board member except that he shall not fill a regular board position authorized by the bylaws, he shall not count as a member for a quorum, and he shall not vote.

11. Withholding of Funds and Termination. In the event that Organization violates, or fails to meet any of the terms of this agreement,

or for other good cause shown, the City Manager may, on behalf of City, withhold funds from Organization and terminate City's entire obligation under this agreement upon notification of Organization. The City Manager shall thereafter notify the City Council of the notification of termination made to Organization.

DOCUMENT NO. 741125 *RW*
FILED AUG 30 1972
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

(Lease- San Diego Historical Society)

Agreement with SAN DIEGO HISTORICAL SOCIETY
for the management and operation of
VILLA MONTEZUMA (Jesse Sheppard House)
Res. 206318 - 8-17-1972

cc - 8-30-1972

Aud - 3C
Recreation - S. Rea M.S. 537 (Dupl. Orig. + copy)

E.H. - 8/30/72

*cc Fin Mgmt
5-11-77
KK*

01185

RESOLUTION No. 206318

Adopted on AUG 17 1972

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 with SAN DIEGO HISTORICAL SOCIETY, a nonprofit California corporation, for the management and operation of the public historical museum and cultural center known as Villa Montezuma (Jesse Sheppard House), under the terms and conditions set forth in the form of agreement on file in the office of the City Clerk as Document No. 741037.

BE IT FURTHER RESOLVED, that the expenditure of \$24,325.00 from General Fund 100 be and the same is hereby approved solely and exclusively to provide funds for the purposes described above.

APPROVED: JOHN W. WITT, City Attorney

By H. Valderhaug
Harold Valderhaug, Deputy

HOV:rp
8/11/72
Aud.Cert.
#4255

01199

AUG 17 1972

Passed and adopted by the Council of The City of San Diego on _____
by the following vote:

RECEIVED
CITY CLERK'S OFFICE

1972 AUG 11 AM 11:15

SAN DIEGO, CALIF.

Councilmen	Yeas	Nays	Excused	Absent
Gil Johnson	☒	☐	☐	☐
Maureen F. O'Connor	☐	☐	☐	☒
Henry L. Landt	☒	☐	☐	☐
Leon L. Williams	☒	☐	☐	☐
Floyd L. Morrow	☐	☐	☐	☒
Bob Martinet	☒	☐	☐	☐
Allen Hitch	☒	☐	☐	☐
Jim Bates	☒	☐	☐	☐
Mayor Pete Wilson	☒	☐	☐	☐

AUTHENTICATED BY:

PETE WILSON

Mayor of The City of San Diego, California.

(Seal)

EDWARD NIELSEN

City Clerk of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 206318 By Hatrym M Nol, Deputy.

copy of RESOLUTION NO. _____
of The City of San Diego, California
passed and adopted by the Council of

said City AUG 17 1972

EDWARD NIELSEN, City Clerk

By Hatrym M Nol
Deputy

Office of the City Clerk, San Diego, California

Resolution Number 206318

Adopted AUG 17 1972

RESOLUTION No. 206132

JUL 25 1972

Adopted on _____

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

That Change Order No. 1, dated June 19, 1972, heretofore filed with the City Clerk of said City as Document No. 740739, issued in connection with the contract between The City of San Diego and ART A. GUSSA, INC., for the rehabilitation and reconstruction of the Villa Montezuma Historical Site, said contract having been filed as Document No. 739599, in the office of the City Clerk, be and the same is hereby approved; and the changes therein set forth, amounting to an increase in the contract price of \$1,553.40, be and the same are hereby approved.

APPROVED: JOHN W. WITT, City Attorney

By DWDetisch
Donald W. Detisch, Deputy

DWD:clh *EPZ*
7/14/72
Aud.Cert. #4134

RESOLUTION No. 205154

Adopted on MAR 16 1972

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

That the bid of \$48,070.00 by Art A. Gussa, Inc., a corporation, for the REHABILITATION AND RECONSTRUCTION OF THE VILLA MONTEZUMA HISTORICAL SITE, Base Bid and Additive Alternates Nos. 2 and 3, in the City of San Diego, California, is hereby accepted; and the City Manager is hereby authorized to execute a contract therefor in accordance with the form on file in the office of the City Clerk as Document No. 738643.

APPROVED: John W. Witt, City Attorney

By Thomas E. Calverley

R E P O R T

105
RECEIVED
CITY CLERK'S OFFICE

1971 OCT 27 PM 4:54

TO THE HONORABLE
MAYOR AND CITY COUNCIL
SAN DIEGO, CALIF.

FROM THE CITY MANAGER

October 28, 1971

(FOR ACTION)

SUBJECT: PROPERTY ACQUISITION FOR VILLA MONTEZUMA HISTORICAL SITE
(SHEPARD HOUSE)

Appearing on today's docket are two resolutions, (1) authorizing the expenditure of \$30,280 from Capital Outlay 245 Fund for the acquisition of Villa Montezuma Historical Site, and (2) approving the City Manager's acceptance of a Grant Deed executed by Kathleen Porter affecting Lots 11 and 12, Block 42, Sherman's Addition.

The above resolutions will conclude negotiations in connection with acquisition of property for the Villa Montezuma Historical Site at 1925 "K" Street, San Diego. It is proposed, with the assistance of the San Diego Historical Society and the U.S. Government to acquire the property, restore it to approximately its original condition, and utilize it as a museum. Cost of the acquisition is \$30,280 and restoration costs are estimated to be \$52,000. Approximately one-third (\$29,250) of the \$82,280 outlay will be defrayed by the Historical Society. The Federal Government is expected to defray the balance, through an historic preservation grant of \$41,000, and through a Model Cities supplemental grant of \$11,750. The City will contribute administrative and technical assistance and \$280 toward the acquisition cost.

The proposed use of the property will be as an interpretive Center for local history, the fine arts, anthropology, and natural science. Also neighborhood and Citywide use for art exhibits, musical and other performing arts, study groups, lectures, historical library, etc. The building will also be used as a neighborhood museum to display exhibits from major central museum complex, and for educational tours for school children and visitors. No admission fee is contemplated.

The San Diego Historical Society has deposited \$10,000 and Model Cities has deposited \$5,000 into the 302 Fund as their part of the acquisition costs. Of the remaining \$15,280 acquisition costs, \$15,000 will be reimbursed by the Department of Housing and Urban Development grant approved for the acquisition and restoration of this property, with the City absorbing the \$280 difference.



THE CITY OF SAN DIEGO, CALIFORNIA

204112

OCT 28 1971

Report to The City Council
Property Acquisition for Villa Montezuma Historical Site (Shepard House)
Page Two

RECAP:

	<u>Historical Society</u>	<u>Model Cities</u>	<u>City Contribution</u>	<u>Federal Grant</u>	<u>Total</u>
Acquisition	\$10,000	\$ 5,000	\$280	\$15,000	\$30,280
Restoration	<u>19,250</u>	<u>6,750</u>	<u> </u>	<u>26,000</u>	<u>52,000</u>
Totals	\$29,250	\$11,750	\$280	\$41,000	\$82,280

Your approval of these resolutions is recommended.

Respectfully submitted,

K.H. Moore
for WALTER HAHN, JR.
City Manager

WLM:JCG:bj

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. DATE:

September 23, 1971

TO:

CITY ATTORNEY

2. VIA: (CLEARING AUTHORITY

CIP, AUDITORS, RECREATION

3. FROM: (ORIGINATOR)

PROPERTY DEPARTMENT

4. PREPARATION OF:

☒ RESOLUTION(S)

☐ ORDINANCE(S)

☐ AGREEMENT(S)

☐ DEED(S)

(1) Authorizing the expenditure of \$30,280.00 from Capital Outlay 245 Fund for the acquisition of Villa Montezuma Historical site

(2) Approving the City Manager's acceptance of a Grant Deed executed by Kathleen Porter affecting Lots 11 and 12, Sherman's Addition Block 42

5. CERTIFICATE NUMBER:

3505

6. SUPPORTING INFORMATION: (CITE PURPOSE OF PROPOSED ACTION, BACKGROUND LEADING UP TO NEED, AND PERTINENT DETAILS WHICH WILL ASSIST IN UNDERSTANDING THE ACTION REQUIRED.)

SOURCE OF FUNDS: Capital Outlay 245 Fund (CIP 23-703(2)). Amount \$30,280.00 Reimbursable from the Department of Housing and Urban Development.

DOCUMENT SUBMITTED: Grant Deed executed by Kathleen Porter.

ACTION REQUESTED BY: Recreation Director.

COST OF PROPERTY RIGHTS: Property acquisition \$29,924.00; Incidental expenses, i.e. escrow, title policy, etc. \$356.00; Total \$30,280.00.

DESCRIPTIVE LOCATION: Southwest corner of 20th and "K" Streets.

PROJECT NAME: Villa Montezuma Historical site (Shepard House).

APPRAISAL: An appraisal made by the staff appraiser in October, 1970, shows a fair market value of \$15,700.00. A brief valuation estimate made by Herman A. Bischoff, Independent Fee Appraiser in July, 1970, indicates a value of \$19,700.00. These estimates do not include the value of various items which are considered to have value as antiques; for example, stained glass windows, fine walnut paneling, etc. In July, 1970, Mr. Albert W. Steele, "expert in antiques" assigned a wholesale value of \$10,000.00 to these items, if removed from the house. (His estimate of retail value for these items was \$25,750.00.)

VOID HERE

CIS

(OVER)

(FOR ADDITIONAL INFORMATION USE REVERSE SIDE)

7. COMPLETE FOR ACCOUNTING PURPOSES:

FUND	SCHEDULED	UNSCHEDULED
DEPT. & FUNCTION	245	
OBJECT ACCOUNT	56.10	
COST ACCOUNT	3300	
WORK ORDER NUMBER	5010	
C.I.P. NO.	23-703(2)	
AMOUNT	\$30,280.00	

8. ESTIMATED COST:

CIP 23-703(2)	245 Fund
Programmed	\$52,750.00
Uncommitted Balance	\$52,750.00
This Request	\$30,280.00 *

9. FOR INFORMATION CONTACT: 10. TELEPHONE NUMBER: 245 Fund to be reimbursed by the \$15,000.00 in the 302 Fund (see comments next page)

11. APPROVALS

12. CLEARING AUTHORITY 13. CITY MANAGER PRELIMINARY: 14. CITY MANAGER FINAL:

APPROVED SEP 30 1971 W. MacFarlane PROPERTY DIRECTOR	APPROVED SEP 30 1971 Pauline des Granges Recreation Director	APPROVED OCT 1 1971 JOHN LOCKWOOD Assistant to the City Manager	CLEARED OCT 2 1971 COUNCIL REPRESENTATIVE
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JUSTIFICATION: The Progress Guide and General Plan of the City recommends "preservation of San Diego's rich historical tradition so that it may become part of the consciousness of the present and future generations."

COMMENTS: The property is to be used as a neighborhood museum to display exhibits from the major central museum complex and for educational tours for school children and visitors. The San Diego Historical Society has advanced \$10,000.00 and Model Cities has advanced \$5,000.00, on deposit in the 302 Fund, towards the acquisition of this property. The City will be reimbursed by the Department of Housing and Urban Development by a grant approved for the acquisition and restoration of this property.

HANDLING: (1) City Clerk please forward document, with certified copy of approving resolution attached, to the City Manager for acceptance.
(2) City Manager please forward accepted document and resolution to Property Department for recordation.

302-103(3)	302-103(3)	302-103(3)
2010	2010	2010
2300	2300	2300
302-103(3)	302-103(3)	302-103(3)

Job: 8816-C
 C.A. 5010
 Dwg: Misc.

cc: City Manager w/dwg
 City Attorney
 Osbourne w/dwg
 County Assessor, Attn: Mr. Benitez w/dwg
 Docket w/dwg
 CIP (CASE)
 AUDITORS

RECREATION DIRECTOR: The Recreation Director is to provide for the acquisition of the property for the purpose of establishing a neighborhood museum to display exhibits from the major central museum complex and for educational tours for school children and visitors. The Recreation Director is to provide for the acquisition of the property for the purpose of establishing a neighborhood museum to display exhibits from the major central museum complex and for educational tours for school children and visitors.

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