

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and THE MINGEI INTERNATIONAL MUSEUM OF FOLK ART, a California non-profit, public benefit corporation ("LESSEE"), to be effective when signed by the parties and approved by the San Diego City Attorney ("Effective Date").

RECITALS

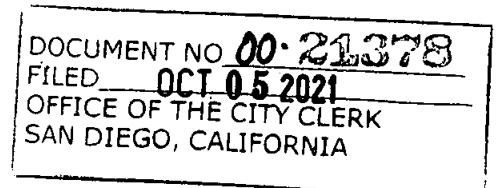
On July 9, 1996, CITY and LESSEE entered into that certain BALBOA PARK LEASE AGREEMENT, filed in the Office of the City Clerk on May 28, 1996, as Document OO-18306, as may be amended ("Lease"), relating to certain CITY-owned real property located in Balboa Park, San Diego, California, as more particularly described in the Lease ("Premises").

- A. On September 22, 2015, CITY approved LESSEE's exercise of the twenty-five year Lease option to extend LESSEE's Lease for an additional twenty-five (25) years pursuant to Section 2.1 Commencement of the Lease. The Lease termination date has been extended from May 27, 2021 to May 27, 2046.
- B. On August 20, 2019, CITY and LESSEE entered into that certain First Amendment to Lease Agreement ("First Amendment") to amend the Lease to clarify the "Premises" based on the planned construction and improvements to the Building.
- C. CITY and LESSEE mutually agree to amend the Lease to allow LESSEE to operate a restaurant and coffee shop on the Premises, to require that LESSEE pay to CITY rent and additional rent based on LESSEE's gross revenues from its operation of the restaurant and coffee shop, to revise the maintenance and repair obligations to obligate LESSEE to maintain the roof, and to update the standard provisions of the Lease.
- D. All initially capitalized terms herein shall have the same meaning as in the Lease, unless otherwise specifically defined herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following:

- 1. Section 1.2 c. Gift Shop, Concessions and Food of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:
 - 1.2 c. Gift Shop, Restaurant and Coffee Shop.
 - i. Gift Shop. LESSEE may operate a gift shop within the building and sell to the general public beverages, light refreshments, food items and articles which primarily relate to



approved activities conducted on the premises. Such operation shall be considered an accessory use. No signs, displays or advertising related to the accessory use shall be visible from any non-leased area without prior written approval of the CITY. Approval by the CITY shall not be unreasonably withheld.

- ii. Restaurant and Coffee Shop. Upon receipt of all required approvals, permits and licenses, LESSEE may operate a restaurant and coffee shop (together, the "Restaurant") within the building and serve the general public food and beverages on the Premises, including alcoholic beverages. All sales of alcoholic beverages on the Premises shall be subject to the regulation and approval of the California Department of Alcoholic Beverage Control.

2. Section 3.3 Administrative Rent is hereby **ADDED** to the Lease as follows:

3.3 Minimum Rent. LESSEE shall pay to CITY minimum rent in the amount of Three Thousand Eight Hundred Fifty-Two Dollars and Fifty Cents (\$3,852.50) per year, paid annually in advance. LESSEE shall pay the rent for the first year within thirty (30) days of the Effective Date, and thereafter on or before each anniversary of the Effective Date. The rent shall be adjusted annually as provided below.

- a. CPI Adjustments. On each anniversary of the Effective Date, the rent shall be adjusted, upward only, to reflect any increase in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Riverside/Orange County, California (the "CPI") based on the average of the three then-most recently published monthly indices just prior to each adjustment. If the CPI is no longer published, the index for adjustment shall be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the CPI.
 - i. If a rent adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used shall first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.
 - ii. If the Department of Labor indices are no longer published, CITY may use another index deemed by CITY to be reasonably comparable to the CPI, which shall then be the "CPI" under this Lease.
 - iii. In no event shall any adjusted rent be less than the rent in existence immediately prior to the adjustment date. In the event the CITY's notice of a rent adjustment is untimely, said untimeliness shall not constitute a waiver of this provision, and LESSEE shall pay the adjusted rent retroactive to the date upon which the CITY became entitled to the rent adjustment.

b. CPI Adjustment Computation. The rent for each adjustment period shall be calculated as follows:

- i. The “adjustment multiplier” shall be calculated by dividing the “current index” by the “base index” as defined below.
- ii. The “base index” denominator for the calculation is 178.5. This is a fixed number representing the three (3) month average of the CPI indices for the months of July, August and September 2001.
- iii. The “current index” numerator for the calculation is a variable number that shall be the three (3) month average of the CPI indices for the months of July, August and September of the calendar year preceding the adjustment date.
- iv. The “base figure” for purposes of calculating the annual adjustment shall be a fixed amount of two thousand five hundred dollars (\$2,500).

Example Calculation

$$\begin{array}{rcl} \text{Current Index (Third Quarter 2017)} & 256.884 & \\ & \div & \\ \text{Base Index (Third Quarter 2001)} & 178.5 & = \\ \text{Adjustment Multiplier} & 1.439 & \end{array}$$

The base figure is then multiplied by the adjustment multiplier to determine the new rent. Using the foregoing example, the adjusted rent is calculated as follows:

$$\begin{array}{rcl} \$2,500.00 & \text{(Base Figure)} & \\ \times 1.439 & \text{(Adjustment Multiplier)} & \\ \hline \$3,597.50 & \text{(Adjusted Rent)} & \end{array}$$

$$(\text{CURRENT INDEX} \div \text{BASE INDEX}) \times \text{BASE FIGURE} = \text{NEW RENT AMOUNT}$$

- c. Delinquent Payments. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is mutually agreed to by the parties to be appropriate to compensate CITY for loss resulting from the delinquent rent, including lost interest, opportunities, legal costs and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE’s default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

- d. Time and Place of Payment. All payments to be paid by LESSEE under this Lease shall be made payable to the City Treasurer and be mailed to:

San Diego City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- e. Invoicing Courtesy. CITY may invoice LESSEE for amounts due under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount due under this Lease.

3. Section 3.4 Additional Rent is hereby **ADDED** to the Lease as follows:

3.4 Additional Rent. In addition to the rent required pursuant to Section 3.3, LESSEE shall also pay, as additional rent, monthly to CITY, a percentage of LESSEE's gross revenue derived from the operation of the Restaurant ("Additional Rent"), as follows:

- a. LESSEE shall pay as Additional Rent to CITY an amount equal to ten percent (10%) of LESSEE's gross revenue received from the operation of the Restaurant.
- b. For purposes of this section, LESSEE's gross revenue derived from the operation of the Restaurant shall include rent and all other income earned by LESSEE derived from the operation of the Restaurant, regardless of whether such Restaurant is owned or operated by LESSEE, a contractor, a sublessee, or any third party, and regardless of actual receipt by LESSEE. CITY will use its best efforts to use the additional rent described in this section for the benefit of Balboa Park, as determined by CITY in its sole discretion.

4. Section 3.5 Unauthorized Use Charge is hereby **ADDED** to the Lease as follows:

3.5 Unauthorized Use Charge. LESSEE shall pay CITY one hundred percent (100%) of the gross receipts from any use of the Premises that is not allowed under this Lease, and from any use or unauthorized sublease which has not received prior written consent, regardless of any related penalties charged LESSEE by competent governmental authorities. Such unauthorized use charge shall be payable to CITY within thirty (30) days after LESSEE receives such gross receipts. The unauthorized use charge shall be treated as "rent" under this Lease but shall not satisfy or supplant any rent otherwise due. The existence of such unauthorized use charge and CITY's acceptance thereof shall not constitute authorization for the use in question and shall not waive any of CITY's rights under this Lease.

5. Section 5: Indemnification/Insurance/Risks/Security of the Lease is hereby **DELETED** in its entirety including Sections 5.1, 5.2, and 5.3, and **REPLACED** with the following:

5.1 Indemnification and Hold Harmless. LESSEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE's occupancy, use, development, maintenance, restoration, or improvement of the Premises or any areas outside the Premises used or occupied by LESSEE from time to time, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that LESSEE's duty to indemnify and hold CITY harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay the CITY for all costs related thereto, including, without limitation, attorneys' fees and costs.

5.2 Insurance. Prior to the Effective Date LESSEE shall not begin operating under this Lease until it has: (a) obtained, and upon CITY's request provided to CITY, insurance certificates reflecting evidence of all insurance as set forth herein; however, CITY reserves the right to request, and LESSEE shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LESSEE's liabilities, including but not limited to LESSEE's indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Lease and LESSEE's failure to maintain or renew coverage or to provide

evidence of renewal during the term of this Lease may be treated as a material breach of contract by CITY. Further, LESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the duration of this Lease.

- a. Types of Insurance. At all times during the Term, LESSEE shall maintain insurance coverage as follows:
 - i. Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - ii. Commercial Automobile Liability. For all of LESSEE's automobiles including owned, hired and non-owned automobiles, LESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificates shall reflect coverage for any automobile.
 - iii. Workers' Compensation. For all of LESSEE's employees who are subject to this Lease and to the extent required by the applicable state or federal law, LESSEE shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million of employers' liability coverage, and LESSEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives.
- b. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Premises under this Lease or located at the Premises in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of said insurance to CITY's Real Estate Assets Department.
- c. Deductibles. All deductibles on any policy shall be the responsibility of LESSEE and shall be disclosed to CITY at the time the evidence of insurance is provided.
- d. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the

California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- e. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.
- f. Required Endorsements. The following endorsements to the above policies of insurance are required:
 - i. Commercial General Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by LESSEE or on LESSEE's behalf, (b) LESSEE's products, (c) LESSEE's work, including but not limited to LESSEE's completed operations performed by LESSEE or on LESSEE's behalf, or (d) premises owned, leased, controlled or used by LESSEE.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

ii. Automobile Liability Insurance Endorsements.

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESSEE.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

iii. Worker's Compensation and Employer's Liability Insurance Endorsements.

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of the policy or policies which arise from work performed by the Named Insured for CITY.

- g. Additional Insurance. LESSEE may obtain additional insurance not required by this Lease.
- h. Excess Insurance. All policies providing excess coverage to CITY shall follow the form of the primary policy or policies including but not limited to all endorsements
- i. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the Premises within two (2) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance at the Premises, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Premises shall be damaged by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the Premises to the condition which existed prior to said damage; or, at CITY's option, LESSEE agrees to clear and remove from the Premises all debris resulting from said damage and rebuild the Premises in accordance with plans and specifications submitted to CITY and approved in writing in order to replace in kind and scope the operation

which existed prior to such damage, using for either purpose the proceeds from the insurance required by this Lease.

If in the event of flood damage it becomes evident that the Allowed Use(s) will not be practicable, LESSEE may opt to return the affected portion of the Premises to the CITY and have the leasehold reduced accordingly.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the Premises shall be commenced by LESSEE within thirty (30) days of any fire, flood, or damage event, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

6. Section 6.5 Utilities of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

6.5 Utilities. LESSEE shall order, obtain, and pay for all utilities including, but not limited to, gas, electricity and water, including service and installation charges, in connection with the operation of and activities on the Premises.

7. Section 6.6 Construction Bond of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

6.6 Construction Bond. If LESSEE constructs improvements on the Premises in excess of \$25,000.00, CITY will require LESSEE to deposit with CITY, prior to commencement of the construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed, and/or a payment bond pursuant to Civil Code section 9550. A performance bond may be a corporate surety bond or other security satisfactory to CITY. The performance bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY that the uncompleted construction shall be removed and the Premises restored to a condition satisfactory to CITY. If required, a payment bond shall comply with the requirements of Civil Code section 9554. The bond or cash shall be held in trust by CITY for the purpose specified above, or at CITY's option may be placed in an escrow approved by CITY.

8. Section 6.12 Hazardous/Toxic Waste of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

6.12 Hazardous Substances. LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substance or otherwise regulated substances in, on, under, or from the Premises. LESSEE and LESSEE's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Premises without CITY's prior written consent. LESSEE shall obtain and maintain all required licenses and permits from applicable regulatory agencies, including

without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board, pertaining to Hazardous Substances. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device which holds or incorporates a Hazardous Substance or hazardous waste.

- a. Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of Hazardous Substances.
- b. Hazardous Substance. Hazardous Substance shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents.
- c. Remediation. If LESSEE's occupancy, use, development, maintenance, or restoration of the Premises (collectively, "LESSEE's operations") results in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- d. Removal. If LESSEE or LESSEE's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances or hazardous wastes to the Premises, LESSEE and/or LESSEE's contractor or agent shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or earlier termination of this Lease. Upon CITY's request, LESSEE shall deliver to CITY true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Premises. LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- e. Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury

to natural resources, LESSEE's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- f. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.
- g. Environmental Assessment. Upon reasonable cause to believe that LESSEE's Operations resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE's Operations, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental law and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

9. Section 7.1 Notices of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

- 7.1 Notices. Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed as follows:

If to LESSEE:

MINGEI INTERNATIONAL MUSEUM OF FOLK ART
Attention: Executive Director
1539 El Prado, Balboa Park
San Diego, California 92101

If to CITY:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A
San Diego, California 92101

Any party entitled or required to receive notice under this Lease may, by notice given in accordance with this Section, designate a different address to which notices shall be sent.

10. Section 7.19 California Public Records Act is hereby **ADDED** to the Lease as follows:

7.19 California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

11. Section 7.20 Equal Benefits is hereby **ADDED** to the Lease as follows:

7.20 Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. By signing this Lease, LESSEE certifies that it will maintain such equal benefits throughout the term of this Lease. LESSEE's failure to maintain equal benefits shall be a default of this Lease.

12. Section 7.21 Equal Pay Ordinance is hereby **ADDED** to the Lease as follows:

7.21 Equal Pay Ordinance. Unless an exception applies, LESSEE shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Lease, LESSEE certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the term of the Lease.

- a. LESSEE and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to LESSEE.

LESSEE shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

- b. Notice Requirement. LESSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

13. Section 7.22 Accessibility Assessment is hereby **ADDED** to the Lease as follows:

7.22 Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Premises have not been inspected by a Certified Access Specialist (CAsp). Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

14. Section 7.23 Single Use Plastic Reduction Ordinance is hereby **ADDED** to the Lease as follows:

7.23 Single Use Plastic Reduction Ordinance. Unless an exception applies, LESSEE shall comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907, as may be amended. By signing this Lease, LESSEE certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the term of the Lease.

15. Section 7.24 Water Quality Best Management Practices is hereby **ADDED** to the Lease as follows:

7.24 Water Quality Best Management Practices. CITY and LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the CITY's precious water resources. It is LESSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312).

Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code Section 43.0307(a).

It is ultimately the LESSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, the LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

16. Section 7.25 Cumulative Remedies is hereby **ADDED** to the Lease as follows:

7.25 Cumulative Remedies. CITY's rights and remedies under this Lease are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

17. Section 7.26 Survival is hereby **ADDED** to the Lease as follows:

7.26 Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive such expiration or termination.

18. Section 7.27 Supersedure is hereby **ADDED** to the Lease as follows:

7.27 Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right of entry permits, or other agreements with respect to the Premises by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.

19. Section 7.28 No Affiliation is hereby **ADDED** to the Lease as follows:

7.28 No Affiliation. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and LESSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of LESSEE or any other party or entity.

20. Section 7.29 Time of the Essence is hereby **ADDED** to the Lease as follows:

7.29 Time of the Essence. Time is of the essence of each term, covenant, and condition of this Lease.

21. Section 7.30 Successors is hereby **ADDED** to the Lease as follows:

7.30 Successors. Each term, covenant, and condition of this Lease shall jointly and severally apply to, benefit, and bind the successors and assigns of the respective parties.

22. Section 7.31 Relocation Payments is hereby **ADDED** to the Lease as follows:

7.31 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payments, "government project" related benefits, inverse condemnation

damages, or any other compensation or award of damages whatsoever from CITY available in law or equity upon termination of this Lease or upon CITY's exercise of any right(s) stated in this Lease, unless expressly stated otherwise herein.

23. Section 7.32 Related Governmental Actions and Approvals is hereby **ADDED** to the Lease as follows:

7.34 Related Governmental Actions and Approvals. By entering into this Lease, CITY is not obligating itself to LESSEE or to any other government agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes, but is not limited to, rezoning, variances, environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Premises. LESSEE shall be solely responsible for processing all land use, development, and construction approvals required for the use, development, or occupancy of the Premises. This Lease shall not be interpreted by any government decision-maker to override or dictate the outcome of any findings required for any permit or development approval.

24. Section 7.33 Prevailing Wages is hereby **ADDED** to the Lease as follows:

7.35 Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. Lessee shall comply with all of the requirements related to the payment of prevailing wages as set forth in Exhibit H attached hereto.

25. Section 8.12 Admission Charges/Free Tuesday of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

8.12. Admission Charges/Free Tuesday. LESSEE shall submit to CITY a list of admission charges (Exhibit C) for approval. The Premises shall be open free to the public one Tuesday per month, which shall be during the same week each month, said week to be chosen by LESSEE.

26. Exhibit A: LOCATION MAP of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

Exhibit A-1: Tenant Area of Occupancy

27. Exhibit B: SCHEDULE OF DAYS AND OPERATION of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

Exhibit B: Schedule of Days and Hours of Operation

28. Exhibit C: SCHEDULE OF ENTRANCE FEES/CHARGES of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

Exhibit C: Schedule of Entrance Fees/Charges

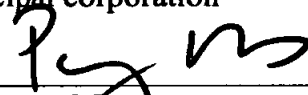
29. Exhibit H is hereby **ADDED** to the Lease as follows:

Exhibit H: Prevailing Wage Requirements

IN WITNESS WHEREOF, this Second Amendment is executed by CITY, acting by and through its Mayor, or his designee, and by LESSEE, acting by and through its lawfully authorized officer.

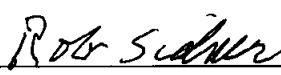
Date: 11-8-21

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 
Penny Maus
Director, Real Estate Assets Department

Date: August 31, 2021

MINGEI INTERNATIONAL MUSEUM OF FOLK
ART, a California non-profit, public benefit
corporation

BY: 
Name: ROB SIDNER
Title: Executive Director

Approved as to form

This 8th day of November, 2021
MARA W. ELLIOTT, CITY ATTORNEY

By: 
Julie Gough Inman
Deputy City Attorney

EXHIBIT A-1

Tenant Area of Occupancy

- **Gallery Level**
- **Collaborative Level**
- **Plaza Level**
- **Basement Level**

EXHIBIT B

Schedule of Days of Operation

Sunday:	10 am-5 pm
Monday:	10 am-5 pm
Tuesday:	10 am-5 pm
Wednesday:	10 am-5 pm
Thursday:	10 am-8 pm
Friday:	10 am-8 pm
Saturday:	10 am-5 pm

EXHIBIT C

Schedule of Entrance Fees/Charges

- ***The Plaza Level is free.***

- ***Gallery Level:***

Adults: \$14

Seniors, Students, Military: \$10

17 and under: Free

EXHIBIT H

PREVAILING WAGE REQUIREMENTS

By signing this Lease, LESSEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under this Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Lease cumulatively exceeding \$15,000, LESSEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, LESSEE, its contractors and subcontractors shall ensure that all workers who perform work under this Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. LESSEE, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Lease, each successive predetermined wage rate shall apply to this Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Lease, such wage rate shall apply to the balance of the Lease.

2. Penalties for Violations. LESSEE, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage

rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. LESSEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. LESSEE shall require its contractors and subcontractors to also comply with section 1776. LESSEE, its contractors and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. LESSEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY. LESSEE, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. LESSEE, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. LESSEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. LESSEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Contracts and Subcontracts. LESSEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. LESSEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. LESSEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Lease, LESSEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease."

8. Labor Compliance Program. The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. LESSEE shall withhold contract payments pursuant to the contract between LESSEE and LESSEE's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the CITY or other governmental entity, or it has been

established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By signing this Lease, LESSEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and LESSEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the CITY at the time of execution of this Lease or upon request.

10. Stop Order. For LESSEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The CITY may ask LESSEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Lease at any time during performance of this Lease, and LESSEE shall provide

the list within ten (10) working days of the CITY's request. LESSEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Lease prior to said contractors or subcontractors performing work on this Lease. Additionally, LESSEE shall provide the CITY with a complete list of all contractors or subcontractors utilized on this Lease (regardless of tier), within ten (10) working days of the completion of the work authorized by this Lease, along with their DIR registration numbers. LESSEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the CITY.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. LESSEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. LESSEE and its contractors will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the CITY, but will not be required to be submitted online with the DIR directly. LESSEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. LESSEE and its contractors shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

[illegible][illegible]

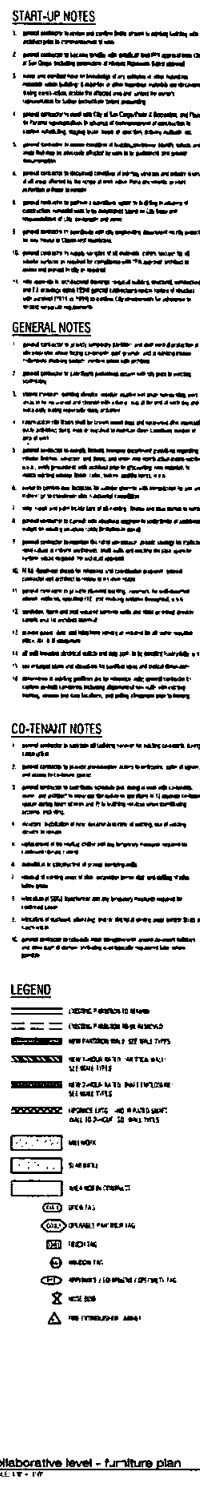
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**GALLERY LEVEL
FURNITURE PLAN**

A153



MINGEI INTERNATIONAL MUSEUM

KEYPLAN

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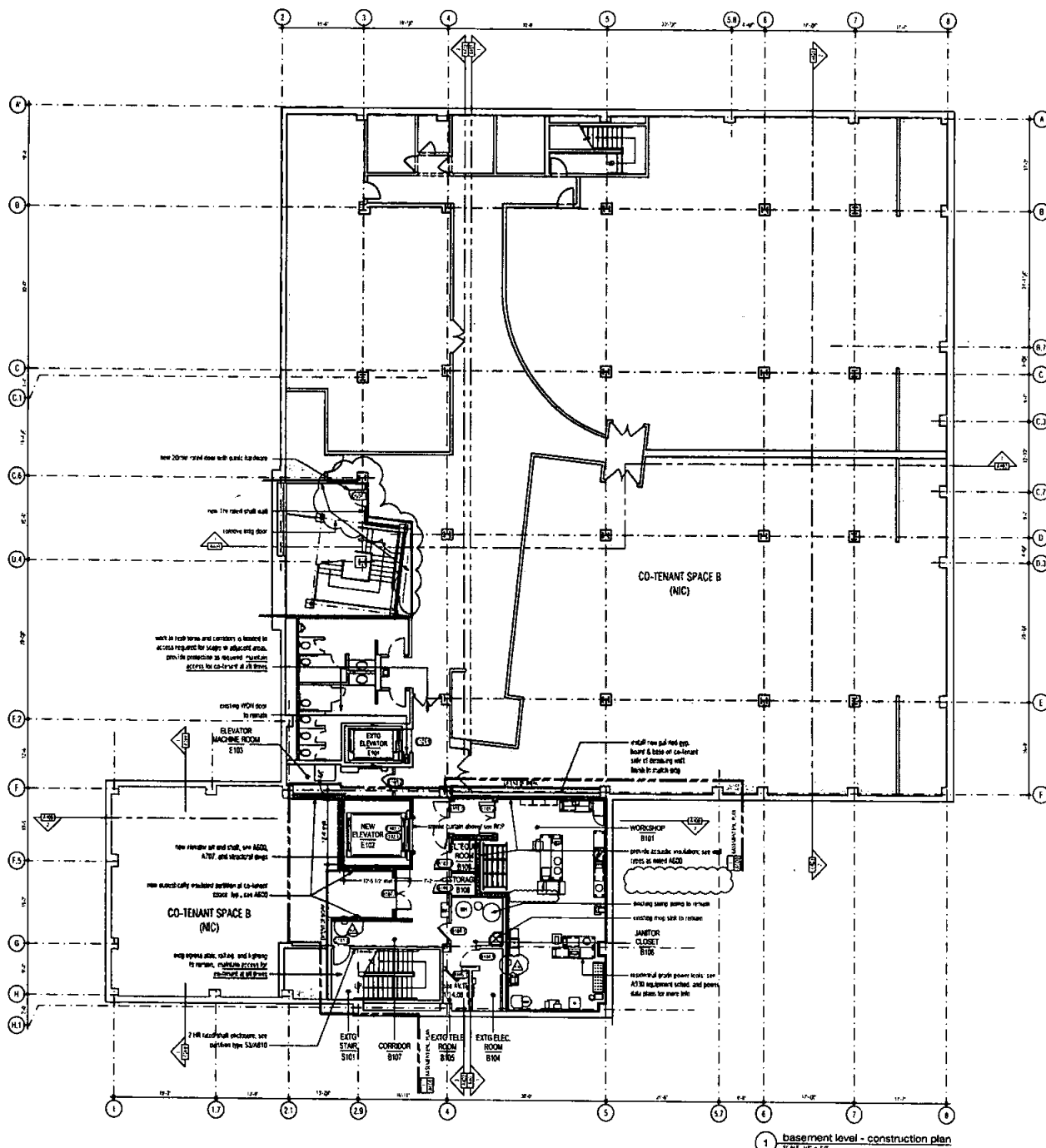
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COLLABORATIVE LEVEL FURNITURE PLAN

A151



A100

ORDINANCE NUMBER O- 21378 (NEW SERIES)

DATE OF FINAL PASSAGE OCT 07 2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING THE SECOND AMENDMENT TO
LEASE AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE MINGEI INTERNATIONAL MUSEUM OF FOLK
ART FOR A PORTION OF THE CITY-OWNED PROPERTY
LOCATED AT 1439 EL PRADO, SAN DIEGO, CALIFORNIA,
COMMONLY KNOWN AS THE HOUSE OF CHARM.

WHEREAS, the City of San Diego (City) owns that certain real property located at 1439
El Prado, Balboa Park, San Diego, California 92101, commonly known as the House of Charm
(Property); and

WHEREAS, on July 9, 1996, the City and the Mingei International Museum of Folk Art
(Lessee) entered into that certain Balboa Park Lease Agreement, on file in the Office of the City
Clerk as Document No. OO-18306, as amended (Lease), for a portion of the Property, as further
described in the Lease (Premises); and

WHEREAS, on September 22, 2015, the City approved Lessee's exercise of the option to
lengthen the Lease term by twenty-five (25) years, extending the Lease termination date from
May 27, 2021, to May 27, 2046; and

WHEREAS, on August 20, 2019, the City and Lessee entered into that certain First
Amendment to Lease Agreement to amend the Lease to clarify the "Premises" based on Lessee's
planned construction and improvements to the building; and

WHEREAS, the City and Lessee have agreed to amend the Lease a second time (Second
Amendment) to allow Lessee to operate a full-service restaurant that serves alcohol (subject to
the regulation and approval of the California Department of Alcoholic Beverage Control) and a
coffee shop on the Premises, both of which have already been constructed on the Premises; and

WHEREAS, pursuant to the Second Amendment, Lessee shall pay to the City administrative rent in the amount of \$3,852.50 per year, adjusted annually based on the Consumer Price Index (Rent); and

WHEREAS, in addition to the Rent, Lessee shall also pay to the City additional rent in an amount equal to ten percent (10%) of Lessee's gross revenue derived from the operation of the restaurant and coffee shop; and

WHEREAS, the California Department of Housing and Community Development (HCD) has issued the 2021 Surplus Land Act Guidelines (SLA Guidelines) to provide guidance regarding the noticing and disposition procedures applicable to a local agency's disposition of surplus land under the California Surplus Land Act (SLA), as amended by Assembly Bill 1486 (which became effective on January 1, 2020); and

WHEREAS, Section 102(h) of the SLA Guidelines sets forth HCD's interpretation that the SLA noticing and disposition procedures apply generally to lease transactions, except with respect to a lease of land on which no development or demolition will occur or a lease which has a term that is less than five years (including any extensions, amendments, or options); and

WHEREAS, the Second Amendment is not subject to the SLA because it does not extend the term of the Lease, and even if it did, it does not involve any development or demolition within the meaning of Section 102(h) of the SLA Guidelines; and

WHEREAS, under San Diego City Charter section 99, no contract, agreement, or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two thirds' majority vote of the Council; NOW, THEREFORE,

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

Section 1. The Council approves the Second Amendment to Lease Agreement.

Section 2. The Mayor or designee is authorized and directed to execute the Second Amendment to Lease Agreement, a copy of which, when fully signed, shall be placed on file in the Office of the City Clerk as Document No. OO- 21378.

Section 3. A full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. This Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Julie Gough Inman
Julie Gough Inman
Deputy City Attorney

JGI:jdf
09/15/2021
Or. Dept: READ
Doc. No.: 2761409

I certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of OCT 05 2021.

ELIZABETH S. MALAND
City Clerk

By [Signature]
Deputy City Clerk

Approved: 10/7/21
(date)

[Signature]
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on OCT 05 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Stephen Whitburn	☒	☐	☐	☐
Monica Montgomery Steppe	☒	☐	☐	☐
Marni von Wilpert	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Raul A. Campillo	☒	☐	☐	☐
Vivian Moreno	☒	☐	☐	☐
Sean Elo-Rivera	☒	☐	☐	☐

Date of final passage OCT 07 2021.

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

SEP 21 2021, and on OCT 07 2021.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21378

Passed by the Council of The City of San Diego on October 5, 2021, by the following vote:

YEAS: **LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON
WILPERT, CATE, CAMPILLO, MORENO & ELO-RIVERA.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
ORDINANCE NO. **O-21378** (New Series) of The City of San Diego, California.

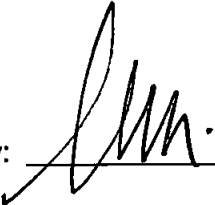
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days
had elapsed between the day of its introduction and the day of its final passage, to wit, on
September 21, 2021, and on **October 7, 2021**.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such
reading was dispensed with by a vote of five members of the Council, and that a written
copy of the ordinance was made available to each member of the Council and the public
prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  _____, Deputy