October 14,1976

Dr. Robert Burnham and Mr. William Faulwetter Grossmont College 8600 Crossmont College Drive El Cajon, California 92020

Dear Sire:

ing, I feel it necessary to review several aspects expressed feelings about it. B1 13 meeting of received a call from Bev Powell of your office, Dr. Center. of the College Board and the City Council. We suspect the completion of and the beginning of operations of t Before officially asking the Council to schedule a special meetof the project and Council's Burnham, the Periording the subject about a joint

citizen financial help amount necessary to complete under the serious citizen effort now underway. miling was exact starting date of cess and the out that would be feel upon November 16th and the end of for exposing fully expect repeatedly confirms "big brother government" is the timing of completion. ( a serious blow to community fund raising efforts "big brother government" is going to "guarantee" In short, being cancelled and/or delayed due to lack of entering the magnificance of the any underwriting plan would tend to "pull the rug" general public building and grasping the potential before might be assisted program scheduling; in fact, our original plan for the pride, the project. the year. this joint project will take place between the awe, Ö Our City has no vested interest in CODE Our by announcements We believe that the real through with all of the "gee whiz" observations of first time visitadequate community rethat program schedfund raising suc-If the word gets excitement they then. \$400,000+ potential from

meetings. have a position and a College Board actions. and the City fact that we do not operate the facility, we should react Council has expressed support OFF Council request, **!**∽ί the respond it should be College administration and elected officials to your for the set forth at one of communication idea that, H efter Ajen ะกละ your O th to direct 0 10 17 public

Sincercly,

Bob Cornett Mayor

e: Dr. Eugene Farrar and PAC Advisory Council

CALIFORNIA



## OFFICE OF THE CITY MANAGER

FOST OFFICE BOX 427
EL CAJON, CALIFORNIA 92022

December 3, 1976

TO : City Council

FROM : City Manager

SUBJECT: East County Performing Arts Center

audited, to open the facility. tect, and submitted documents have been reviewed. The budget (Exhibit A), specifically the request for funds from the City of El Cajon and Grossmont College Distric report prepared by Beverly Donnell, (Necessary Equipment Needed to Open), have been verified by Arthur Decker, appears to be a sound plausible financial report. Stuart find McDaniels of the Grossmont College District, as necessary funlity. The financial report (Exhibit B), although not formally an East County Performing Arts Center Budget and Fin.ncial Grossmont College District, as necessary funds Secretary of the Women's Grossmont College District Committee. Archi-

ed for sound financial management, penditure for specified gifts remain as a future debt. reviewing the documents, a question arises regarding the \$20 ture for specified gifts on the financial report (Exhibit B). necessary for opening the this purpose and remain as it is suggested that the \$20,000.00 not be expendfacility (Exhibit A). cash on hand to be spent for the basic sound Specified \$20,000.00 exgifts

would be suggestion is be \$122,000.00 executed, the remaining or \$61,000.00 committed funds necessary by each agency rather than \$71,000.00. to equip the facility

should be responsible for providing this equipment. The College District shoul be the responsible party as they are for furnishing any other school district's should be responsible for providing classroom. mittee. facility will be purchased by additional funds received by the Women's budget (Exhibit A) reflects that moveable equipment which is necessary is inconceivable to me that the Women's Committee fund raising drive The College District should Comto open

ed by the College According to the budget submitted and the City are \$71,000.00 each. District. the funds requested This is lightly less from than the the College District the \$76,000.00 reques

half of Performing Arts Center a The City of Il Cajon has expended funds landscaped the the construction costs, furnished adequate parking for performance guests grounds surrounding reality. The City has donated the site, financed the to assist the College District make the facility at no expense to the College J.Phy.

equipment for action would avoid a \$69,069.00 plus authorized contract changes for the construction of the City Council is of the opinion that it is obligated to provide additional consideration may be given to pay the balance due for construction. another agency. conceivable problem of utilizing City funds for purchasing **⊢** is suggested that the City fund the balance due

It is suggested that the College District be aware that whatever donation the City Council decides to give should be enough for the College District to complete the building for use with no further obligation by the City.

Robert M. Applegate
City Manager

~1

¥

EL CAJON, CALIF.

•

00 09 PM 775 RECEIVED OFFICE OF (سحی) DEC

## EAST COUNTY PERFORMING ARTS CENTER EQUIENTENT BUDGET

# WOMEN'S COMMITTEE HINDS COMMITTED TO DATE:

*Wall of Honor	Greenroom Star Dressing	Lobby	*burnishings	Auditorium Rigging	Ferformance Bond	Anditorium, Seating
7,000.00			13,000.00	51,590.00		\$ 64,778.56

TOTAL \$136.692.56

NECESSARY EQUIPMENT NEEDED TO OPEN: (Funds requested from Grossmont District and the City of El Cajon) El Cajon)

Basic Sound System	Lighting Equipment	Orchestra Ceiling Rigging	Stage Draperies	Stage Rigging
17,140.00	41,000.00	8,860.00	27, 319, 00	\$ 47,681.00

TOTAL \$142,000.00

EQHIPMENT YET TO BE ORDERED TO COMPLETE BUILDING: Listed in priority (To be purchased by additional funds received by Women's Committee)

Movable Equipment	S 26,000.00
(To Include:	(To Include: Box office equipment, andience control equipment,
	projectors, orchestra chairs, orchestra risers, upright
	piano, ladders and other stage equipment, dressing room
	equipment, room furnishings not yet committed, concession
	ares equipment, etc.)
	2 000 00

Additional Draperies	Auditorium Dividers	o Channel Sound System	Orchestra Enclosure	+Movie Screen	+Gallery Wall Treatment	+Light Poits (completion)	+Stage Manager's Panel
4, (1(1), (1))	10,000.00	65,000.00	110,000.00	2,000.00	5,000.00	2,000.00	3,000.00

TOTAL \$225,000.00

<sup>\*</sup> These amounts represent gifts purposes as stated. given to the Wemen's Committee for specific

<sup>-4-</sup>These amounts were originally listed under "Necessary Equipment" and moved to this catergory at the request of kobert Acker.

# FINANCIAL REPORT OF WOMEN'S COMMITTEE: Funds for Equiping the Last County Performing Arts Center November 26,1976

#### CONTRIBUTIONS:

·				Campaign Expenses Auditorium Seating Performance Bond Auditorium Rigging Committed Funds (Specified Gifts)	ENPLOTTURES:		Cash Received Unpaid Pledges Land Pledged	Pledged Amount
TOTAL	Cash on Hand Unpaid Pledges Land Pledged	Cash Received Less Expenditures	TOTAL EXPENDITURES	\$ 19,555.69 64,778.56 324.00 51,590.00		TOTAL	\$156,497.76 25,914.24 50,000.00	
\$ 75,163.75	\$ 249.51 25,914.24 50,000.00	\$156,497.76 156,248:25	\$156,248.25	(Spent) (Contract) (Spent) (Contract)		\$252,412.00		\$232,412.00

4

Submitted by:

(11tle)

.. ... REMBERS 9 THE GOVERNING BOARD

Regular Meeting

November 1976 Date

SUBJECT: County Performing Arts Center:

Partial List of Equipment Needed and Request for Joint Financing by City of ACTION: Board Discretion El Cajon

REQUESTED Board Discretion

tion to take a position and make a request for additional ECPAC joint financing. in Mayor Cornett's letter of October 4, he requested our Board and Administra-

following 9 Following is a joint Governing Board hereby request total equipment expense: financing agreement by committing one-half, u u rt of basic equipment needed to be ordered immediately, and of Grossmont Community College District and the Administrathe City of El Cajon City Council to take action to continue or \$76,000, of the

Basic Sound	Movable Equipment	911	Rigging and Drapes
10,000	26,000	000,14	\$ 75,000

TOTAL \$152,000

Cajon joint financing share

\$76,000

Grossmont Community College District Joint financing share

\$76,000

activities by the Women's subsequent \$200,000 needed for a ready fund-raising enabled campaign will them to Committee, Grossmont Community Concert Association to purchase approximately \$125,000 worth of equipmen continue in a determined effort to secure the related equipment. As you know, fund-raising equipment

Assistant Superintendent

Reported by:

Dean off Community Education

> Superintendent Respectfully submitted, ROBERT N. Retail is assertion BURNHAM

AGENDA ITEM NO.

DATE 11/1/76

CALIFORNIA



bitos many board

OFFICE OF THE MAYOR

EL CAJON, CALIFORNIA 92020 (714) 440-1776 200 EAST MAIN STREET

El Cajon, Grossmont College Board of Trustees 8800 Grossmont College Drive California 92020

pose of acquiring interior furnishings necessary to open the Center. Performing Arts Center. This additional contribution is As per your request the El Cajon City Council, at the meeting of December 1976, approved an additional contribution of \$71,000.00 to the East County for the specific pur-

sets of purchasing regulations in the acquisition of the needed equipment. avoid any difficulties which may be encountered through the utilization of method by which the Fund Raising Committee. the ly one-half of opposed to a direct financial contribution, the (staff to assume an additional \$71,000.00 of the with the understanding your Board contribute an equal amount to the amount noted under "Necessary Equipment" Exhibit "A". commitment will be fulfilled was selected in an effort The City's additional contribution accounts the City Council has directed remaining construction for exact-

be funded by the College District. will be paid by the City, furnishings is agreeable, approximately \$160,000.00 of the outstanding balance will be paid by the City, with the remainder, or approximately \$18,000.00, to status of the Exhibit "B" has been attached to provide your Board with the \$178,000.00. Assuming the proposed financial arrangement to fund the interior project, and indicates an outstanding balance of approximately current financial

For informational purposes only, a copy of the current status of the fund raising effort has also been attached, Exhibit "C", to keep you apprised of this

furnishings it quite clear that they believe their commitment to the project has been total-ly fulfilled and that further requests for financial assistance for construction, adequate parking, and totally landscaped the exterior areas. therefore, quite clear that they believe their City of El Cajon, in an effort to make the East County Performing Arts Cen-a reality, has funded one-half of the construction costs, provided the site, as a part of the motion approving the additional contribution, made or operational expense will not be considered. The City Council,

myself If you have any questions concerning this matter, feel free 10 the City Manager. to contact either

Bob Cornett Mayor

11.1677 - Dilled Gressment

24.1677 - 2 me Notice

nothing record as of this Lake

BC/el

## EAST COUNTY PERFORMING ARTS CENTER EQUITMENT BUDGET

# WOMEN'S COMMITTEE FUNDS COMMITTED TO DATE:

Greenroom Star Dressing *Wall of Honor	Auditorium Scating Performance Bond Auditorium Rigging *Furnishings Lobby	
7,000.00	\$ 64,778.50 324.00 51,590.00 13,000.00	310076

TOTAL \$136.692.56

NECESSARY EQUIPMENT NEEDED TO OPEN: (Funds requested from Grossmont District and the City of El Cajon)

Basic Sound System	estra .:-^ r	20e	+
17,140.00	8,860.00 41,000.00		\$ 17,681.00

TOTAL \$142,000.00

EQUIPMENT YET TO BE ORDERED TO COMPLETE Listed in priority BUILDING: (To be purchased by additional funds received by Women's Committee)

+Movie Screen Orchestra Enclosure 6 Channel Sound System Auditorium Dividers Additional Draperies	+Stage Manager's Panel +Light Ports (completion) +Gallery Wall Treatment	Movable Equipment (To Include: Box office equiprojectors, orcepiano, ladders equipment, room
110,000.00 65,000.00 10,000.00 4,000.00		wable Equipment \$ 26,000.00 (To Include: Box office equipment, audience control equipment, projectors, orchestra chairs, orchestra risers, upright piano, ludders and other stage equipment, dressing room equipment, room furnishings not yet committed, concession

× These purposes as stated. amounts represent gifts given to the Women's Committee for specific

TOTAL

\$225,000.00

+ These amounts were originally listed under "Necessary Equipment" to this catergory at the request of Robert Acker. and :noved

#### EXHIBIT "B"

# FINANCIAL REPORT - PHASE II (AUDITORIUM)

\$2,109,677.00	Original const	Original construction contract	
4,633.00	Change Order #1	1	
0.00	Change Order #2	2	
7,545.00	Change Order #3	ω	
393.00	Change Order #4	4	
\$2,122,248.00	Total construc	construction contract	
(1,971,538.71)	Previous payments	nts	
\$ 150,709.29	Balance due (\$	(\$106,112.40 Retention +	ion + \$44,596.89 Final Progress Payment)
\$ 150,709.29	Balance due co	construction contract	ict
5,000.00	Signs to be or	ordered (05,000 credit	edit netted Change Order #4)
1,546.04	Balance architect's \$151,255.82 paid)	fee	construction contract (\$152,801.86 less
20,520.00	Balance architect's architect's	fee 'te of	'seats, rigging, PA, etc." based upon \$425,000 (\$30,600 - \$10,080 paid)
\$ 177,775.33	Total estimated	d balance due	
College	City	Total	
\$88,887.66	\$88,887.67	\$177,775.33	50% - 50% share
(71,000.00)	71,000.00	-0-	Increase in City share
\$17,887.66	\$159,887.67	\$177,775.33	Final College-City share

# FINANCIAL REPORT OF WOMEN'S COMMITTEE Funds for Equiping the East County Performing Arts Center November 26,1976

#### CONTRIBUTIONS:

	Cash Received Umpaid Pledges Land Pledged	Pledged Amount
TOTAL	\$156,497.76 25,914.24 50,000.00	
\$232,412.00		\$232,412.00

#### EXPENDITURES:

	¥		Campaign Expenses Auditorium Seating Performance Bond Auditorium Rigging Committed Funds (Specified Gifts)
Cash on Hand Unpaid Pledges Land Pledged TOTAL	Cash Received Less Expenditures	TOTAL EXPENDITURES	\$ 19,555.69 64,778.56 324.00 51,590.00 20,000.00
\$ 249.51 25,914.24 50,000.00 \$ 75,163.75	\$156,497.76 156,248.25	\$156,248.25	(Spent) (Contract) (Spent) (Contract)

Submitted by: 12.5.6. (Title)

FUNDS REPORT 5 4 8 2 AUDITORIUM

Grossmont Community College At the meeting of Council discussed November b letter Board District 1976,

equipment for the au vide matching funds. uthorized the the auditorium on to expend advising that the Governing Boar of \$76,000 for needed materials and the assumption that the City would pro-

A By lett budget submitted the the City are \$71,000 A, the East County P Exhibit B, Financial letter 9 dated the Ea ng funds.

ated December 3, 1976, City Manager Appleyact
ated December 4, 1976, City Manager Appleyact
ated Decemb submits Exhibi the ည 4

Manager 1 Phase II Applegate submits (Auditorium)". Ω rt this time ω O Exhibit 0 "Financi 'n -Report

Manager Appl contribute, District financial like ial obligation amount to the Applegate ute, this a purchase amount the sugges to the project (with the College to fund raising committee), and that the needed equipment for the auditorium. 7 เก that bе used whatever to reduce amount Council decides to the College's remaining the contribute College

College on the confinalized the City's there Motion ransmittal letter contribution rs H by Pierce, written of \$71,000 to be applied to the construction contract, with the seconded \$71,000 t struction contract, with the provision that s participation and responsibility for the period original agreement, instructing staff to formalizing the terms of this motion, so the second or the seco for ру both Cornett agencies. that the City amount Of. owed by El Cajon that this the purchase send allocate

Motion carried Уd unanimous vote

}--4 }--• • LETTER TO GROSSMO COLLEGE BOARD OF TRUSTEES - AUDITO (54) GROSSMONT AUDITORIUM

which

was

discussed

Уď

Council

at

the East County Community the Cornett Approve meeting Board proposed letted dated December 0f College, regarding ty Performing Arts ( 0f December 10, Trustees of G December letter 7, from Mayor Grossmont 1976. 1976, to Center,

Motion carri ed Ъу unanimous vote

### RESOLUTION NO. 357-95

## RESOLUTION APPROVING AGREEMENT RE TERMINATION OF JOINT POWERS AGREEMENT AND TRANSFER OF EAST COUNTY PERFORMING ARTS CENTER.

for ownership and operation; and WHEREAS, on May 7, 1973, the City of El Cajon ("City") and the Grossmont-Cuyamaca College District ("District") entered into a Joint Powers Agreement, under which agreement the East County Performing Arts Center (ECPAC) facility was financed, constructed and thereafter transferred to the District which assumed sole responsibility

WHEREAS, District has expressed a desire to terminate the Joint Powers Agreement and relieve itself of the ownership and obligation to operate the ECPAC pursuant to the Joint Powers Agreement, retaining certain use rights, and City has expressed willingness to take over ownership of the facility and responsibility for its operation; and

WHEREAS, the Governing Board of the District, on September 5, 1995, adopted Resolution No. 96-003 to terminate the Joint Powers Agreement and transfer title and responsibility for operation and management of the ECPAC to City pursuant to certain conditions, as set forth in the Agreement Re. Termination of Joint Powers Agreement and Transfer of East County Performing Arts Center, attached hereto as Exhibit "A"; and

elimination of that Board; and WHEREAS, the ECPAC Advisory Board, at its meeting on November 3, 1995, voted to recommend the

WHEREAS, at its meeting on December 5, elimination of the ECPAC Advisory Board. 1995, the Governing Board of the District also approved the

FOLLOWS: ZOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF 開 CITY 읶 口 CAJON AS

- 1. The City Council hereby approves the attached Agreement Re. Termination of Joint Powers Agreement and Transfer of East County Performing Arts Center by and between the City of El Cajon and Grossmont-Cuyamaca Community College District.
- 2. The City Council further determines that, based on the actions of the ECPAC Advisory Board on November 3, 1995 and the Governing Board of the District on December 5, 1995, paragraph 1.b. of Resolution No. 96-003 adopted by the Governing Board of the District on September 5, 1995 is not a part of the Agreement Re. Termination of Joint Powers Agreement and Transfer of East County Performing Arts Center.
- ယ The ECPAC Advisory Board is hereby dissolved.
- 4 The City Manager is hereby authorized and directed to execute said Agreement on behalf of the City.
- Grossmont-Cuyamaca Community College District. The City Clerk is directed to forward the executed Agreement and a certified copy of this Resolution ರ

PASSED AND ADOPTED by the City Council of the City of El Cajon, meeting held this 12th day of December, 1995, by the following vote to wit: California at an adjourned regular

DISQUALIFY AYES ABSENT NOES . . . . . . . . . None Ramos, McClellan, Keegan Lewis, Shoemaker

Mayor of the City of El Cajon

MARILYNN LINN, CMC

City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 357-95 of the Resolutions of the City of El Cajon, California, as adopted by the City Council of said City on the 12th day of December, 1995.

City Clerk

#### AND AGREEMENT TRANSFER TERMINATION OF COUNTY JOINT POWERS AGREEMENT PERFORMING ARTS CENTER

CITY GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT ("DISTRICT"), made following TRANSFER 엄 SIHT ဋ္ဌ this 12th H O 되 facts: AGREEMENT CAJON EAST COUNTY day ("CITY"), 汉 F 0 H TERMINATION OF PERFORMING December, and Ŋ. ARTS made JOINT CENTER with 1995, POWERS reference ("Agreement") Åq AGREEMENT and between о С and the the AND ν. Η-

- County fixtures Cajon Performing Arts and Civic DISTRICT personal center, დ ლ property, which the 210 压。 Center owner ("ECPAC") and Main Street, of that ν μ. commonly known real El Cajon, California which is property, located at S CD including the East the
- Мау ownership the transferred COLLEGE Joint 7, ECPAC 'n 1973 Powers DISTRICT and DISTRICT'S facility ("the ç C operation Agreement the and the Joint DISTRICT which assumed ownership £ S S S Powers CITY OF EL CAJON entered into ÃФ financed, and Agreement"), interest between constructed J. sole the under ECPAC responsibility GROSSMONT-CUYAMACA which and arose on or about thereafter agreement out ρ
- granting ownership 6 certain Powers perate 0 Agreement น ย ย DISTRICT О Н DISTRICT ECPAC rights, the and pursuant facility certain S D D and relieve itself expressed VITY and o C use has the responsibility rights expressed Joint ω O H desire the ownership Powers willingness o O HOK 10 Agreement, terminate its. and operation and o ct obligation the retaining take Joint

Joint Agreement operation and the conditions DISTRICT ņ Powers S D 9 g Exhibit Agreement management unanimously D about сору "A" September 0 and O H and incorporated said adopted transfer ECPAC ហ resolution o o മ 1995, the title and resolution CITY pursuant to the herein ۲. Board responsibility attached ct O Áq 0 terminate reference Trustees certain for the О Н

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### ARTICLE 1.

- and Property"). forth convey fixtures 5 o 9 Article CITY Transfer (hereinafter ဗ္ဗ N the 0 O F this terms Real collectively Agreement, Property. and conditions the DISTRICT referred following and ۲. ت shall о С the manner real က က transfer the property "Real い の け and
- incorporated more located particularly h the (a) herein city The described Real Λ̈́α O H reference El Cajon, Property p. Exhibit County 9 which of: "B" attached San the Diego, ECPAC facility California, hereto and Ω F.
- building Property "Improvements and described 9 and all All Fixtures. " improvements fixtures ij subparagraph therein, and fixtures (a), referred including located o d hereafter the 9 the theatre Real S D
- and 0 0 ct property hereinaft forth convey 1.02 assets B p. o C Transfer called Article CITY located within the 9 Of. N the "Business Business 0 H) terms this or dedicated Agreement, and Assets Assets") conditions DISTRICT the for following and the shall use ŗ. the О Њ personal trans manner ECPAC ۲ħ

- 1.01(b), incorporated herein other than shown <u>a</u> any 0 All furniture, Improvements the Хq reference; attached equipment, and other tangible assets, and inventory Fixtures marked described S D Exhibit þ. Section Č Ž
- 9 the ECPAC; **d** All the trade, goodwill, and other intangible assets
- schedule, marked Exhibit <u>@</u> All the accounts "D" incorporated receivable herein shown Λq g the reference; attached
- S shown 9 (d) Exhibit All O H in H the incorporated herein funds held 5 trust P. by reference the bank accounts
- 1973 Ф Д business 0 Joint 1.03 ე 0 force assets Powers nodn 8 completion described Agreement effect 0 р. Б between the the Sections transfer parties 1.01 O H and the shall terminate 1.02, real estate the and and

#### ARTICLE 2.

- represents 01 ç Warranties CITY that: by DISTRICT. DISTRICT hereby warrants and
- Áq adjacent properties, easements, 9 the Froe public properties, and (a) encroachments encroachments record. clear DISTRICT 0 and rights 27 Sumo Åq 9 liens, improvements the Real Property described the O H way of licenses, claims, Real any nature, on the Property Real from not disclosed encumbrances, Property Ħ. adjacent Section onto
- involving the **B** Real DISTRICT Property has Ö knowledge 0 any pending litigation

- may that statute, compliance 0 Americans pertaining any ტ დ informed any required violations regulation, improvements With 0 c O with, CITY the Disabilities Except o ct Real that any comply of, ordinance, judicial S 970 Property. applicable the provided herein, g made with Act notices theatre o O such standards, the CITY acknowledges building standards ർഠഭട concerning building order, DISTRICT not and code 5 8 conform that defects the judicial has g that P. future, o other t 0 the knowledge DISTRICT g current holding event code, CITY non-
- note, g encumbrance <u>a</u> DISTRICT relating ν μ. pot o C ۲. 5 the od default Real Property. under any Agreement,
- the Property. Real Property (e) DISTRICT and the nas S Improvements no knowledge O H and any material Fixtures 9 defects the Real ŗ.
- interest ECPAC and ħ, H ರ the other DISTRICT Business person Μ. Η. Assets. the S D D sole any owner claim, 0 the right, Business title As sets to, 8 0
- the Business 9 Assets DISTRICT being has no undischarged transferred pursuant to obligations this Agreement. affecting
- CITY operation constitute acknowledges matters and (H) ω complete regarding accurately The that books record H. the has is on O O H financial inspected forth account the financial ロコロ condition for the liabilities, pooks the affairs O H ECPAC 0 the O fi account assets, business the operation ECPAC and
- Will I せって conflict (P. OH With the best 8 violate O H DISTRICT'S any agreement knowledge, 8 law the transfer 6 which

involving lawsuits, DISTRICT other judicial proceedings, or administrative ۲. DISTRICT'S subject, operation and there or ownership 2000 D O pending of ECPAC 9 proceedings threatened

- Bills Grant S Agreement day listed Property and used after 2.02 О Н Deed j. H. sale have Section 0 this Time the Business or other transfer the all conditions and Place Agreement, 1.02 Real been Assets Ö met, Property CITY. Of. "closing" specified shall t put Closing. instruments and no later ф Ф the closed means H. The delivery than December Section of the the on the transfer recording Business 0 2.04 third 0 H) appropriate 31, the 0 business 0 Assets 1995. this Real
- CITY: specified 2.03 D' Section Delivery 2.02 O F Instruments for closing, DISTRICT At the shall time deliver and place Ç
- 1.02 CITY Of: 211 this the (a) Business Agreement D bill Assets OH, sale O H executed the business Åq DISTRICT, described in Section conveying 9
- 1.02 the ownership О Н) this 3 Agreement О Н Any other any of the Business instruments required Assets described o Ct transfer j. o O Section CITY
- Property conveying <u>@</u> An executed and acknowledged said property to CITY. Grant Deed o c the Real
- conditions: Property 2.04 и Б Conditions subject S C CITY's the satisfaction obligation о С 0 H accept the following the Real

- g the Real (a) Property. The conveyance c C CITY О Н good and marketable r itle
- Business Assets. g The delivery O fi title and ssod ession o C CITY H the
- (with 5 writing and all clear keys <u>C</u> Уď CITY o Ct O Ha The locks) 0 |delivery ยอธา o c and occupancies, CITY O f immediately possession 9 0 H) except the the close those Real 0 approved Property escrow
- specified escrow |---| |---| 2.05 have holder 5 the <u>Failure</u> and Section power, Ö O I DISTRICT, 2.04 exercisable Conditions 0 this C† Åq terminate Agreement giving H any this written fail 0 Agreement the o Ct notice occur, conditions o ct CITY the

#### 2.06 Loss

- SOR ç Ç 고 의 closing shall hours exercisable Property their these fifty O D after date deemed condition are purposes, percent බ the Йq without destroyed the H destruction or damage, substantially (50%) giving the S S Improvements fault О Н 0 Improvements 8 the 0 the O substantially written date damaged estimated value CITY, and O H Fixtures H, notice o o CITY and execution the terminate Fixtures damaged shall Cost to DISTRICT 9 0 H the О Н have this this restoring them prior Real 9 the Agreement within Agreement the Property о С power, Real the 4<u>,</u>
- section, Property and CITY are the (d)damaged shall loss H the not Ω Hrotra さった have Improvements covered under o C the the power closing and g terminate subparagraph Fixtures date without this 9 (a) Agreement. fault O Fi this Real О Н

- CITY Property insurance, 2.07 shall ഗ വ H. <u>დ</u> 0 H Insurance. any, the closing responsible 9 the DISTRICT Real date. р О Н Property obtaining shall S D cancel insurance 0 the 21 closing 20 policies the date. Real 0
- rotra 2.08 to the Vesting closing Of F date Title. 0 the manner CITY shall in which title advise the escrow shall agent vest.
- Agreement. 2.09 Time of Essence. Time ₩. O H the essence H. this
- operated shal 1 continue 2.10 けっけ Conduct P. to operate the past o f Business. ECPAC in the Until same the manner closing S D date, DISTRICT has DISTRICT
- and bear Business all 2.11 risk Risk Assets о Н of Loss. loss, damage, or Until the destruction closing date, c† the DISTRICT Real Property shall
- and F. conducting the c CITY 2.12 manner in the the transfer described Costs prescribed by following manner: and Expenses. this Article shall All in Section 1.01 costs and expenses be borne 0 H this by DISTRICT incurred Agreement P.
- CITY Assets convey shall good described (a) Ф Ф and marketable paid The cost Ľ Уď Sections DISTRICT. O title to drafting 1.01 and the all 1.02 Real instruments Property O f this Agreement and necessary Business <del>Հ</del> o C
- 0 required CITY 0 8 convey CITY good shall and pay marketable the cost О Н title recording all o C the Real instruments Property

equally performance transfer ÅФ described <u>C</u> DISTRICT О Н All the H. other and terms Section CITY. and costs 1.02 conditions and O H this expenses O Agreement this arising Article shall from ወ ዉ, g borne e Che the

#### ARTICLE 3.

- purposes shall . О Н 9 Use HOH Civic, Civic educational, Purposes CITY warrants cultural, and that recreational use 0 ECPAC
- each Λq CITY purchase schedule transmit g the utilize year 3.02 for DISTRICT 0 d 0 additional ECPAC ω ct ECPAC Continued the the o p cost for proposed use. for CITY, educational usage Use educational to the not The times by DISTRICT o) († DISTRICT later DISTRICT. the that purposes purposes most than July said shall CITY favorable Ħ auditorium for addition, annually shall T S T ರ್ಷ 0 o o rate permit five shall each draw DISTRICT offered DISTRICT (5) year e d g used days тау and Λ̈́Q ω
- date nodn CITY 0 costs the 3.03 conveyance unencumbered 0 Foundation. this transfer, 0 balance ECPAC. DISTRICT held O H funds, by the shall cause net ECPAC O H ç Ç Foundation any ø p mutually transferr **S** 0 agreed ed ç
- tions . 04 in existence User Reservations. S S O H the date CITY 0 shall transfer honor all user res erva-

## ARTICLE 4. GENERAL PROVISIONS

hereof, litigation . O the Attorneys ! FOR prevailing specific Fees. party performance H shall the event 9 9 entitled damages either for party 0 the ω commences judgment breach

manner Notice of change い の け forth 0 ۲. 5 address this section. shall be given by written notice H. the

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田田 acting through execution, and CAJON, acting by and through its IN WITNESS WHEREOF, ր Մ the GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT, Chancellor, on the date this Agreement City Manager authorizing such μ. executed by the first above written. CITY OF

"DISTRICT"

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

By: XM MMe L. TREATTON, Chancellor

"CITY"

CITY OF EL CAJON

ROBERT ACKER, City Manager

ATTEST:

City

61erk

C:\GROSSMON.T\ECPAC.AGR 12/1/95

### RESOLUTION 96-003

# RESOLUTION TERMINATING JOINT POWERS AGREEMENT AND CONVEYING THE EAST COUNTY PERFORMING ARTS CENTER TO THE CITY OF EL CAJON

District and the City jointly constructed the East County Performing Arts Center in the District entered into a Joint Powers Agreement with the City of El Cajon whereby the City of El Cajon; and WHEREAS, on May 7, 1973, the Grossmont-Cuyamaca Community College

operated the East County Performing Arts Center from the time of its completion until the present; and WHEREAS, pursuant to said Joint Powers Agreement, the District managed and

Performing Arts Center to the City of El Cajon, subject to the conditions set forth herein: to transfer title and responsibility for operation and management of the East County College District now deems it to be in the best interest of the District and the community Community College District hereby resolves as follows: WHEREAS, the Board of Trustees of the Grossmont-Cuyamaca Community NOW, THEREFORE, the Board of Trustees of the Grossmont-Cuyamaca

- "cultural, and recreational purposes, subject to the following conditions City of El Cajon for operation of the Performing Arts Center for civic, educational, Title to the East County Performing Arts Center shall be conveyed to the
- offered by the City for ECPAC use. The District shall annually draw up and educational purposes for up to five (5) days each year at no cost to the District. Community College District to utilize the East County Performing Arts Center for In addition, W the District may purchase additional usage at the most favorable rate The City of El Cajon shall permit the Grossmont-Cuyamaca

times that said auditorium shall be used by the College District for educational transmit to the City, not later than July 1 of each year, a schedule of the proposed purposes

- procedures for the Advisory Board will remain in effect. Arts Center Advisory Board heretofore established by the District. All existing Ö The City of El Cajon shall maintain the East County Performing
- Foundation as of the date of conveyance of the East County Performing Arts unencumbered balance of funds held by the East County Performing Arts Center Center. ဂ္ The District shall cause to be transferred to the City the
- S of the date of transfer. Ω. The City of El Cajon shall honor all user reservations in existence
- dated May 7, 1973, as amended April 9, 1975, and June 3, 1975, is hereby terminated. N The Joint Powers Agreement between the District and the City of El Cajon
- documents and take any and all actions necessary to carry out this resolution ω The Chancellor is hereby authorized and directed to execute any and all
- Trustees of the Grossmont-Cuyamaca Community College District PASSED AND ADOPTED this fifth day of September, 1995, by the Board of The date of transfer, pursuant to paragraph 1, shall be January 1, 1996

AYES: Alexander, Calderon, Clark, Griffin, and Kraft

NOES: None

ABSENT: None

### LEGAL DESCRIPTION

Lot 1, El Cajon Civic Center, Map No. 8071, recorded February 14, 1975, in the office of the County Recorder of San Diego County, as amended by Certificate of Correction filed as Document No. 75-112519 in the office of the County Recorder of San Diego County on May 9, 1975, and Certificate of Correction filed as Document No. 77-302286, in the office of the County Recorder of San Diego County on July 27, 1977.

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## ACCOUNTS RECEIVABLE

Performing Arts Center as of December 5, 1995. There are no accounts receivable held by the East County

## THEATRE EAST CLIENT TRUST As of November 17,

1995

Total Theatre Works	Theatre Works  Deposit  10/10/95  10/20/95  10/20/95  10/20/95	cert Band	SD Concert Band  7/12/95	Total Our Lady of Peace	Our Lady of Peace Deposit 10/2/95	Total Mother Goose 20	Mother Goose Deposit 9/13/95	Total GC Comm Concert Assoc 80	10/6/95		10/6/95	10/6/95	ert Assoc	Total Dnc Mach 20	Dnc Mach Deposit 6/16/95	<u>Client</u> <u>Date</u> <u>An</u>
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#### BILL OF SALE

the Center, ("DISTRICT") acknowledged, (hereafter following FOR VALUABLE located referred hereby GROSSMONT-CUYAMACA Business t d CONSIDERATION, 240 transfers g [I] S D Assets Main "ECPAC"): ťο O.fr Street, COMMUNITY the the the CITY East receipt 田 OF Cajon, County COLLEGE of which EL CAJON California Performing DISTRICT ("CITY") ր. hereby Arts

- Exhibit asset О Н 11 A 11 the All and О Н business, attached the furniture, S D ¢ t shown this equipment, on an inventory, Bill O.ff Sale; and other which tangible is marked
- 0 ECPAC; **d** All 0 f the trade, goodwill, and other intangible assets
- Exhibit (C) B All ç О Н) this the Bill accounts 0 H Sale; receivable S S shown g the attached
- shown (d) 9 the A11 attached O H the funds Exhibit held Č. Į, о С trust this Ľ'n. Bill the of bank Sale accounts ಬ್

California. Executed 1996, Ø rt 田田 Cajon,

"DISTRICT"

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

By: New Solenton

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## ACCOUNTS RECEIVABLE

Performing Arts There are no accounts Center ្រ ស 0 receivable held by the December 5, 1995. Country

## THEATRE EAST CLIENT TRUST As of November 17, 1995

Client	Date	Amount
Dnc Mach Deposit	6/16/95	200.00
Total Dnc Mach		200.00
GC Comm Concert Assoc Deposit	10/6/95	200.00
Deposit Deposit	10/6/95	200.00
Deposit Deposit	10/6/95	100.00
Total GC Comm Concert Assoc		800.00
Mother Goose Deposit	9/13/95	200.00
Total Mother Goose		200.00
Our Lady of Peace Deposit	10/2/95	400.00
Total Our Lady of Peace		400.00
SD Concert Band Deposit	7/12/95	200.00
Total 8D Concert Band		200.00
Theatre Works Deposit	10/10/95	200.00
Deposit Total Theatre Works	10/10/95	400.00
TOTAL		2,200.00