

October 14, 1976

Dr. Robert Burnham and  
Mr. William Paulvetter  
Grossmont College  
8300 Grossmont College Drive  
El Cajon, California 92020

Dear Sirs:

We received a call from Bev Powell of your office, Dr. Burnham, about a joint meeting of the College Board and the City Council. We suspect the subject concerns the completion of and the beginning of operations of the Performing Arts Center. Before officially asking the Council to schedule a special meeting, I feel it necessary to review several aspects of the project and Council's expressed feelings about it.

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

Our City Council has expressed support for the idea that, in view of the above, and the fact that we do not operate the facility, we should react to direct College Board actions. If the College administration and elected officials have a position and a request, it should be set forth at one of your public meetings. Our Council will respond to your communication after that has occurred.

Sincerely,

Bob Cornett  
Mayor

cc: Dr. Eugene Farrar and  
PAC Advisory Council  
City Council

CITY OF EL CAJON

CALIFORNIA



OFFICE OF THE CITY MANAGER

POST OFFICE BOX 427  
EL CAJON, CALIFORNIA 92022

December 3, 1976

TO : City Council  
FROM : City Manager  
SUBJECT: East County Performing Arts Center

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

While reviewing the documents, a question arises regarding the \$20,000.00 expenditure for specified gifts on the financial report (Exhibit B). Utilizing sound financial management, it is suggested that the \$20,000.00 not be expended for this purpose and remain as cash on hand to be spent for the basic sound system necessary for opening the facility (Exhibit A). Specified gifts could remain as a future debt.

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

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

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

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

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

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

RECEIVED  
OFFICE OF

DEC 3 5 09 PM '75

CITY CLERK  
EL CAJON, CALIF.

EAST COUNTY PERFORMING ARTS CENTER  
EQUIPMENT BUDGET

WOMEN'S COMMITTEE FUNDS COMMITTED TO DATE:

Auditorium Seating	\$ 64,778.56
Performance Bond	24.00
Auditorium Rigging	51,590.00
*Furnishings	15,000.00
Lobby	
Greenroom	
Star Dressing	
*Wall of Honor	<u>7,000.00</u>
<b>TOTAL</b>	<b>\$136,692.56</b>

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

Stage Rigging	\$ 47,681.00
Stage Draperies	27,519.00
Orchestra Ceiling Rigging	8,860.00
Lighting Equipment	41,000.00
Basic Sound System	<u>17,140.00</u>
<b>TOTAL</b>	<b>\$142,000.00</b>

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

Movable Equipment	\$ 26,000.00
(To include: Box office equipment, audience control equipment, projectors, orchestra chairs, orchestra risers, upright piano, ladders and other stage equipment, dressing room equipment, room furnishings not yet committed, concession area equipment, etc.)	
+Stage Manager's Panel	5,000.00
+Light Poles (completion)	2,000.00
+Gallery Wall Treatment	5,000.00
+Movie Screen	2,000.00
Orchestra Enclosure	110,000.00
6 Channel Sound System	05,000.00
Auditorium Dividers	10,000.00
Additional Draperies	<u>4,000.00</u>
<b>TOTAL</b>	<b>\$225,000.00</b>

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

\* These amounts were originally listed under "Necessary Equipment" and moved to this category at the request of Robert Acker.

FINANCIAL REPORT OF WOMEN'S COMMITTEE  
 Funds for Equipping the East County Performing Arts Center  
 November 20, 1976

CONTRIBUTIONS:

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

EXPENDITURES:

Campaign Expenses	\$ 19,555.69 (Spent)
Auditorium Seating	64,778.56 (Contract)
Performance Bond	324.00 (Spent)
Auditorium Rigging	51,590.00 (Contract)
Committed Funds (Specified Gifts)	20,000.00
	-----
TOTAL EXPENDITURES	\$156,248.25

Cash Received	\$156,497.76
Less Expenditures	<u>156,248.25</u>
Cash on Hand	\$ 249.51
Unpaid Pledges	25,914.24
Land Pledged	<u>50,000.00</u>
TOTAL	\$ 75,163.75

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
 (Title)

TO: MEMBERS OF THE GOVERNING BOARD

Regular Meeting

November 1, 1976 Date

SUBJECT: East County Performing Arts Center:

Partial List of Equipment Needed and  
Request for Joint Financing by City of El Cajon

REQUESTED ACTION: Board Discretion

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

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

Rigging and Drapes	\$ 75,000
Stage Lighting	41,000
Movable Equipment	26,000
Basic Sound	<u>10,000</u>

TOTAL \$152,000

El Cajon joint financing share \$76,000

Grossmont Community College District  
joint financing share \$76,000

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

Respectfully submitted,

*Robert N. Burnham*

ROBERT N. BURNHAM  
Superintendent

Assistant Superintendent

Reported by:

*Ernesta Torres*  
Dean of Community Education

AGENDA ITEM NO. 111-C

DATE 11/1/76

# CITY OF EL CAJON

CALIFORNIA



OFFICE OF THE MAYOR

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

*Accepted by Board  
Attendance Jan. 4, 1977*

December 10, 1976

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

As per your request the El Cajon City Council, at the meeting of December 7, 1976, approved an additional contribution of \$71,000.00 to the East County Performing Arts Center. This additional contribution is for the specific purpose of acquiring interior furnishings necessary to open the Center.

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

Exhibit "B" has been attached to provide your Board with the current financial status of the project, and indicates an outstanding balance of approximately \$178,000.00. Assuming the proposed financial arrangement to fund the interior 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 be funded by the College District.

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 activity.

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

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

Bob Cornett  
Mayor

*Jan 11, 1977 - billed Grossmont*

*Feb 24, 1977 - 2nd Notice*

BC/el

*Mar 11, 1977 - nothing received as of this date*

EAST COUNTY PERFORMING ARTS CENTER  
EQUIPMENT BUDGET

WOMEN'S COMMITTEE FUNDS COMMITTED TO DATE:

Auditorium Seating	\$ 64,778.56
Performance Bond	324.00
Auditorium Rigging	51,590.00
*Furnishings	15,000.00
Lobby	
Greenroom	
Star Dressing	
*Wall of Honor	<u>7,000.00</u>
	TOTAL \$136,692.56

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	TOTAL \$142,000.00

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

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(To Include: Box office equipment, audience control equipment, projectors, orchestra chairs, orchestra risers, upright piano, ladders and other stage equipment, dressing room equipment, room furnishings not yet committed, concession area equipment, etc.)	
+Stage Manager's Panel	3,000.00
+Light Ports (completion)	2,000.00
+Gallery Wall Treatment	3,000.00
+Movie Screen	2,000.00
Orchestra Enclosure	110,000.00
6 Channel Sound System	65,000.00
Auditorium Dividers	10,000.00
Additional Draperies	<u>4,000.00</u>
	TOTAL \$225,000.00

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



EXHIBIT "B"

FINANCIAL REPORT - PHASE II (AUDITORIUM)

\$2,109,677.00	Original construction contract
4,633.00	Change Order #1
0.00	Change Order #2
7,545.00	Change Order #3
<u>393.00</u>	Change Order #4
\$2,122,248.00	Total construction contract
<u>(1,971,538.71)</u>	Previous payments
<u>\$ 150,709.29</u>	Balance due (\$106,112.40 Retention + \$44,596.89 Final Progress Payment)
\$ 150,709.29	Balance due construction contract
5,000.00	Signs to be ordered (\$5,000 credit netted Change Order #4)
1,546.04	Balance architect's fee construction contract (\$152,801.86 less \$151,255.82 paid)
<u>20,520.00</u>	Balance architect's fee "seats, rigging, PA, etc." based upon architect's estimate of \$425,000 (\$30,600 - \$10,080 paid)
<u>\$ 177,775.33</u>	Total estimated balance due

<u>College</u>	<u>City</u>	<u>Total</u>	
\$88,887.66	\$88,887.67	\$177,775.33	50% - 50% share
<u>(71,000.00)</u>	<u>71,000.00</u>	<u>-0-</u>	Increase in City share
<u>\$17,887.66</u>	<u>\$159,887.67</u>	<u>\$177,775.33</u>	Final College-City share

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

CONTRIBUTIONS:

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

EXPENDITURES:

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

Submitted by:

*Barbara A. ...*  
Barbara A. ...  
 (Title)

11. REPORT ON AUDITORIUM  
FUNDS  
(54)

At the meeting of November 9, 1976, Council discussed a letter from Grossmont Community College District advising that the Governing Board authorized the District to expend \$76,000 for needed materials and equipment for the auditorium on the assumption that the City would provide matching funds.

By letter dated December 3, 1976, City Manager Applegate submits a report on the East County Performing Arts Center, including as Exhibit A, the East County Performing Arts Center Equipment Budget, and as Exhibit B, Financial Report of Women's Committee. According to the budget submitted the funds requested from the College District and the City are \$71,000 each.

Manager Applegate submits at this time as Exhibit C "Financial Report - Phase II (Auditorium)".

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

Motion by Pierce, seconded by Cornett that the City of El Cajon allocate a contribution of \$71,000 to be applied to the amount owed by the College on the construction contract, with the provision that this finalized the City's participation and responsibility for the purchase of items outside the original agreement, instructing staff to send a transmittal letter formalizing the terms of this motion, so that there is a written record for both agencies.

Motion carried by unanimous vote.

11. LETTER TO GROSSMONT  
COLLEGE BOARD OF  
TRUSTEES - AUDITORIUM  
(54)

Approve proposed letter from Mayor Cornett dated December 10, 1976, to the Board of Trustees of Grossmont Community College, regarding the East County Performing Arts Center, which was discussed by Council at the meeting of December 7, 1976.

Motion carried by unanimous vote.

RESOLUTION NO. 357-95

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

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 for ownership and operation; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

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.
3. 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.
5. The City Clerk is directed to forward the executed Agreement and a certified copy of this Resolution to Grossmont-Cuyamaca Community College District.

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

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

Mayor of the City of El Cajon

ATTEST:

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

**AGREEMENT RE TERMINATION OF JOINT POWERS AGREEMENT  
AND TRANSFER OF EAST COUNTY PERFORMING ARTS CENTER**

THIS AGREEMENT RE TERMINATION OF JOINT POWERS AGREEMENT AND TRANSFER OF EAST COUNTY PERFORMING ARTS CENTER ("Agreement") is made on this 12<sup>th</sup> day of December, 1995, by and between GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT ("DISTRICT"), and the CITY OF EL CAJON ("CITY"), and is made with reference to the following facts:

A. DISTRICT is the owner of that real property, including fixtures and personal property, which is commonly known as the East County Performing Arts Center ("ECPAC") and which is located at the El Cajon Civic Center, 210 E. Main Street, El Cajon, California.

B. DISTRICT's ownership interest in ECPAC arose out of a Joint Powers Agreement by and between the GROSSMONT-CUYAMACA COLLEGE DISTRICT and the CITY OF EL CAJON entered into on or about May 7, 1973 ("the Joint Powers Agreement"), under which agreement the ECPAC facility was financed, constructed and thereafter transferred to the DISTRICT which assumed sole responsibility for ownership and operation.

C. DISTRICT has expressed a desire to terminate the Joint Powers Agreement and relieve itself of the ownership and obligation to operate 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 granting DISTRICT certain use rights.

D. On or about September 5, 1995, the Board of Trustees of the DISTRICT unanimously adopted a resolution to terminate the Joint Powers Agreement and transfer title and responsibility for operation and management of ECPAC to the CITY pursuant to certain conditions. A copy of said resolution is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1.

1.01 Transfer of Real Property. DISTRICT shall transfer and convey to CITY on the terms and conditions and in the manner set forth in Article 2 of this Agreement, the following real property and fixtures (hereinafter collectively referred to as the "Real Property").

(a) The Real Property on which the ECPAC facility is located in the City of El Cajon, County of San Diego, California, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference;

(b) All improvements and fixtures located on the Real Property described in subparagraph (a), including the theatre building and all fixtures therein, referred to hereafter as "Improvements and Fixtures."

1.02 Transfer of Business Assets. DISTRICT shall transfer and convey to CITY on the terms and conditions and in the manner set forth in Article 2 of this Agreement, the following personal property assets located within or dedicated for the use of ECPAC, hereinafter called the "Business Assets"):

(a) All furniture, equipment, and other tangible assets, other than any Improvements and Fixtures described in Section 1.01(b), shown on the attached inventory marked as Exhibit "C", incorporated herein by reference;

(b) All the trade, goodwill, and other intangible assets of the ECPAC;

(c) All the accounts receivable shown on the attached schedule, marked Exhibit "D", incorporated herein by reference;

(d) All of the funds held in trust in the bank accounts, as shown on Exhibit "E", incorporated herein by reference.

1.03 Upon completion of the transfer of the real estate and business assets described in Sections 1.01 and 1.02, the May 7, 1973 Joint Powers Agreement between the parties shall terminate and be of no force or effect.

#### ARTICLE 2.

2.01 Warranties by DISTRICT. DISTRICT hereby warrants and represents to CITY that:

(a) DISTRICT owns the Real Property described in Section 1.01 free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Real Property from adjacent properties, encroachments by improvements on the Real Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

(b) DISTRICT has no knowledge of any pending litigation involving the Real Property.

(c) Except as provided herein, DISTRICT has no knowledge of any violations of, or notices concerning defects or non-compliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Real Property. CITY acknowledges that DISTRICT has informed CITY that the theatre does not conform to current Americans With Disabilities Act standards, and that in the event that any improvements are made to the building in the future, CITY may be required to comply with such standards.

(d) DISTRICT is not in default under any Agreement, note, or encumbrance relating to the Real Property.

(e) DISTRICT has no knowledge of any material defects in the Real Property and the Improvements and Fixtures on the Real Property.

(f) DISTRICT is the sole owner of the Business Assets of ECPAC, and no other person has any claim, right, title to, or interest in, the Business Assets.

(g) DISTRICT has no undischarged obligations affecting the Business Assets being transferred pursuant to this Agreement.

(h) The books of account for the ECPAC operation constitute a complete record of the financial affairs of the ECPAC operation and accurately set forth all liabilities, assets, and other matters regarding the financial condition of the business. CITY acknowledges that it has inspected the books of account.

(i) To the best of DISTRICT's knowledge, the transfer will not conflict with or violate any agreement or law to which



DISTRICT is subject, and there are no pending or threatened lawsuits, other judicial proceedings, or administrative proceedings involving DISTRICT's operation or ownership of ECPAC.

2.02 Time and Place of Closing. The transfer of the Real Property and Business Assets shall be closed on the third business day after the conditions specified in Section 2.04 of this Agreement have all been met, but no later than December 31, 1995. As used in this Agreement, "closing" means the recording of the Grant Deed to the Real Property and the delivery of appropriate Bills of Sale or other transfer instruments of the Business Assets listed in Section 1.02 to CITY.

2.03 Delivery of Instruments. At the time and place specified in Section 2.02 for closing, DISTRICT shall deliver to CITY:

(a) A bill of sale executed by DISTRICT, conveying to CITY all the Business Assets of the business described in Section 1.02 of this Agreement.

(b) Any other instruments required to transfer to CITY the ownership of any of the Business Assets described in Section 1.02 of this Agreement.

(c) An executed and acknowledged Grant Deed to the Real Property conveying said property to CITY.

2.04 Conditions. CITY's obligation to accept the Real Property is subject to the satisfaction of the following conditions:

(a) The conveyance to CITY of good and marketable title to the Real Property.

(b) The delivery of title and possession to CITY of the Business Assets.

(c) The delivery of possession of the Real Property (with all keys to locks) to CITY immediately on the close of escrow free and clear of all uses and occupancies, except those approved in writing by CITY.

2.05 Failure of Conditions. If any of the conditions specified in Section 2.04 of this Agreement fail to occur, CITY shall have the power, exercisable by giving written notice to the escrow holder and to DISTRICT, to terminate this Agreement.

2.06 Loss.

(a) If the Improvements and Fixtures on the Real Property are destroyed or substantially damaged prior to the closing date without fault of CITY, CITY shall have the power, exercisable by the giving of written notice to DISTRICT within 48 hours after the destruction or damage, to terminate this Agreement. For these purposes, Improvements and Fixtures on the Real Property shall be deemed substantially damaged if the cost of restoring them to their condition as of the date of execution of this Agreement was fifty percent (50%) of the estimated value.

(b) If the Improvements and Fixtures on the Real Property are damaged prior to the closing date without fault of CITY, and the loss is not covered under subparagraph (a) of this Section, CITY shall not have the power to terminate this Agreement.

2.07 Insurance. DISTRICT shall cancel all policies of insurance, if any, on the Real Property as of the closing date. CITY shall be responsible for obtaining insurance on the Real Property as of the closing date.

2.08 Vesting of Title. CITY shall advise the escrow agent prior to the closing date of the manner in which title shall vest.

2.09 Time of Essence. Time is of the essence in this Agreement.

2.10 Conduct of Business. Until the closing date, DISTRICT shall continue to operate ECPAC in the same manner as DISTRICT has operated it in the past.

2.11 Risk of Loss. Until the closing date, DISTRICT shall bear all risk of loss, damage, or destruction to the Real Property and Business Assets.

2.12 Costs and Expenses. All costs and expenses incurred in conducting the transfer described in Section 1.01 of this Agreement in the manner prescribed by this Article shall be borne by DISTRICT and CITY in the following manner:

(a) The cost of drafting all instruments necessary to convey good and marketable title to the Real Property and Business Assets described in Sections 1.01 and 1.02 of this Agreement to CITY shall be paid by DISTRICT.

(b) CITY shall pay the cost of recording all instruments required to convey good and marketable title to the Real Property to CITY.

(c) All other costs and expenses arising from the performance of the terms and conditions of this Article or the transfer described in Section 1.02 of this Agreement shall be borne equally by DISTRICT and CITY.

ARTICLE 3.

3.01 Use for Civic Purposes. CITY warrants that use of ECPAC shall be for civic, educational, cultural, and recreational purposes.

3.02 Continued Use by DISTRICT. CITY shall permit DISTRICT to utilize ECPAC for educational purposes for up to five (5) days each year at no cost to the DISTRICT. In addition, DISTRICT may purchase additional usage at the most favorable rate offered by CITY for ECPAC use. The DISTRICT shall annually draw up and transmit to the CITY, not later than July 1st of each year, a schedule of the proposed times that said auditorium shall be used by the DISTRICT for educational purposes.

3.03 Foundation. DISTRICT shall cause to be transferred to CITY the unencumbered balance of funds, net of any mutually agreed upon costs of this transfer, held by the ECPAC Foundation as of the date of conveyance of ECPAC.

3.04 User Reservations. CITY shall honor all user reservations in existence as of the date of transfer.

ARTICLE 4. GENERAL PROVISIONS

4.01 Attorneys' Fees. In the event either party commences litigation for specific performance or damages for the breach hereof, the prevailing party shall be entitled to a judgment

Notice of change of address shall be given by written notice in the manner set forth in this Section.

4.04 Successors in Interest. This Agreement, and all rights and obligations contained herein, shall be in effect whether or not any or all parties to this Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be vested and binding on their successors in interest.

4.05 Severability. The provisions of this Agreement shall be severable, and a determination by a court of competent jurisdiction that one or more provisions of this Agreement are invalid shall not void or invalidate the entire Agreement. All remaining provisions of the Agreement shall remain in full force and effect.

4.06 Choice of Law. This Agreement shall be governed and its provisions shall be interpreted by the laws of the State of California.

4.07 Further Assurances. DISTRICT and CITY each agree to execute and deliver such additional documents and issue such governmental permits as may be required to effectuate the purposes of this Agreement.

4.08 Indemnity. DISTRICT will protect and hold harmless CITY and its elected officials, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to any person, damage to any property, or interference with the use of property arising out of or in any way connected with events which occurred prior to the

date the Real Property and Business Assets are transferred and conveyed to CITY, including but not limited to actions by, for or against the ECPAC Foundation, its officials, officers, agents or employees.

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

"DISTRICT"

GROSSMONT-CUYAMACA COMMUNITY COLLEGE  
DISTRICT

By:   
JEANNE ATHERTON, Chancellor

"CITY"

CITY OF EL CAJON

By:   
ROBERT ACKER, City Manager

ATTEST:

  
City Clerk

RESOLUTION 96-003

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

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

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

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

NOW, THEREFORE, the Board of Trustees of the Grossmont-Cuyamaca

Community College District hereby resolves as follows:

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

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

b. The City of El Cajon shall maintain the East County Performing Arts Center Advisory Board heretofore established by the District. All existing procedures for the Advisory Board will remain in effect.

c. The District shall cause to be transferred to the City the unencumbered balance of funds held by the East County Performing Arts Center Foundation as of the date of conveyance of the East County Performing Arts Center.

d. The City of El Cajon shall honor all user reservations in existence as of the date of transfer.

2. The Joint Powers Agreement between the District and the City of El Cajon dated May 7, 1973, as amended April 9, 1975, and June 3, 1975, is hereby terminated.

3. The Chancellor is hereby authorized and directed to execute any and all documents and take any and all actions necessary to carry out this resolution.

4. The date of transfer, pursuant to paragraph 1, shall be January 1, 1996.

**PASSED AND ADOPTED** this fifth day of September, 1995, by the Board of

Trustees of the Grossmont-Cuyamaca Community College District.

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.

EXHIBIT "B"



INVENTORY CURRENT STATUS LISTING  
RUN DATE: 11-03-95 07:40:03  
PAGE: 11-03-95

INVTY	DPT	CID	SITE/RM	PRJ	GRP-CLS	GCNBR	DESCRIPTION	ACQ	P O	SERIAL	COST	RLS DATE
916	6700	2-8000		014	2-652880	32762	PRINTER TICKET	09-90		104362	04321	1,895.00
916	6700	2-8000		014	2-652880	32763	PRINTER TICKET	09-90		104362	04319	1,895.00
916	6700	2-8000		014	2-652880	32764	PRINTER TICKET	09-90		104362	04320	1,895.00
916	6700	2-8000		014	2-654450	32765	PRINTER GENCOD	09-90		104362	00445	2,000.00
916	6700	2-8000		014	2-654450	32766	PRINTER GENCOD	09-90		104362		675.00
916	6700	2-8000		014	2-664450	32767	READER, CREDIT CARD	09-90		104362		675.00
916	6700	2-8000		014	2-664450	32768	READER, CREDIT CARD	09-90		104362		675.00
916	6700	2-8000		014	2-221050	32769	COMPUTER NETWORK MANAGER	09-90		104362		14,850.00
916	6700	2-8000		014	2-221015	32770	COMPUTER CREDIT SYSTEM	09-90		104362		3,950.00
916	6700	2-8000		014	2-520435	32771	MODEM, 9600 BAUD	09-90		104362	15084	1,495.00
916	6700	2-8000		014	2-624865	32773	PRINTER GENCOD	09-90		104362	3841A	1,395.00
916	6700	2-8000		000	2-902810	32775	TYPEWRITER	09-89		000555	28394	586.66
916	6700	2-8000		000	2-146800	34052	SPEAKER	06-93		378176	13967	479.49
916	6700	2-8000		000	2-146800	34053	SPEAKER	06-93		378176	13967	479.49
916	6700	2-8000		000	2-048280	34055	MICROPHONE WIRELESS	06-93		378176	30753	479.49
916	6700	2-8000		000	2-048280	34055	MICROPHONE WIRELESS	06-93		378176	30753	479.49
916	6700	2-8000		000	2-638810	34085	PROJECTOR VIDEO SONY	08-88		07206	00641	1,164.35
916	6700	2-8000		000	2-152400	34086	CART	11-89		072530	N/A	428.00
916	6700	2-8000		000	2-920020	34087	VIDEO PLAYER WITH RECORDER	11-89		072530	01828	1,391.00
916	6700	2-8000		000	2-017200	34088	AMPLIFIER UNIT	12-93		072530		2,449.50
916	6700	2-8000		000	2-116400	34091	SCREEN REAR-PROJECTION	03-90		072530		2,449.50
916	6700	2-8000		000	2-285100	34096	FAX MACHINE SHARP	12-93		072530		03704
916	6700	2-8000		000	2-710200	34097	SCALE POSTAGE ELECTRONIC	12-93		072530	07512	0.00
916	6700	2-8000		000	2-347600	34098	ICE FLAKER	01-93		377365	07844	7,161.49
916	6700	2-8000		000	2-685825	34099	REFRIGERATOR 18 CU FT	12-93		072530		0.00
916	6700	2-8000		000	2-163600	34100	CASH REGISTER ELEC	12-93		072530		0.00
916	6700	2-8000		000	2-163600	34101	CASH REGISTER ELEC	12-93		072530		0.00
916	6700	2-8000		000	2-413500	34102	MACH INFORMAIN SWICHRD	12-93		072530	3023A	0.00
916	6700	2-8000		000	2-810995	34103	TABLE, FOLDING MULTI-PURP	12-93		072530		0.00
916	6700	2-8000		000	2-900150	34112	TYPEWRITER	01-94		072530	53625	0.00
916	6700	2-8000		000	2-826450	34113	TABLE TECH W/CASTERS	01-94		072530		0.00
GROUP TOTAL												
R3 ITEMS												
COST 150,259.27												

Not found

CGT  
CGT

ACCOUNTS RECEIVABLE

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

EXHIBIT "D"

THEATRE EAST  
 CLIENT TRUST  
 As of November 17, 1995

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

EXHIBIT "E"

BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT ("DISTRICT") hereby transfers to the CITY OF EL CAJON ("CITY") the following Business Assets of the East County Performing Arts Center, located at 240 E. Main Street, El Cajon, California (hereafter referred to as "ECPAC"):

- (a) All of the furniture, equipment, and other tangible assets of the business, as shown on an inventory, which is marked Exhibit "A" and attached to this Bill of Sale;
- (b) All of the trade, goodwill, and other intangible assets of ECPAC;
- (c) All of the accounts receivable as shown on the attached Exhibit "B" to this Bill of Sale;
- (d) All of the funds held in trust in the bank accounts as shown on the attached Exhibit "C" to this Bill of Sale.

Executed on August 10,, 1996, at El Cajon, California.

"DISTRICT"

GROSSMONT-CUYAMACA COMMUNITY  
COLLEGE DISTRICT

By: James O. Johnston

INVENTORY  
 RUN DATE: 11-03-95 07:40:03

PERFORMING ARTS CENTER  
 INVENTORY CURRENT STATUS LISTING

PAGE: 1  
 AS OF: 11-03-95

*Ec Pac Inventory Complete 11-07-95*

ROOM	ROOM	ACTIVE ITEMS										
DPT	CID	SITE/RM	PRJ	GRP-CLS	GCNBR	DESCRIPTION	ACQ	P U	SERIAL	CUST	RUS DATE	
210	213	2-8000	096	1-563200	13312	M I PIANO CONCERT GRAND	10-57	004901	00299	4,861.00		
015	6800	2-8000	000	2-632400	22727	PROJECTOR 16MM	03-77	055344	09001	1,718.74		
015	6800	2-8000	000	2-632400	22728	PROJECTOR 16MM	03-77	055344	61029	1,718.74		<i>Not Found</i>
015	6800	2-8000	000	2-695400	22738	RISER ORCHESTRA	03-77	055344		4,279.39		
015	6800	2-8000	000	2-697400	22887	PROJ SLIDE THEATRE	05-77	055344	NR50	831.04		
015	6800	2-8000	000	2-715300	22908	SCREEN AUTOELEC 20X20 FT	05-77	055344		1,395.60		
015	6800	2-8000	000	2-405400	23255	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23256	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23257	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23258	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23259	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23260	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23261	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23262	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23263	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-405400	23264	LIGHT STAGE CYCLORAMA	06-77	056261		509.33		
015	6800	2-8000	000	2-074000	23270	BRD DRYBL CHALK + TACK	09-77	054913		418.70		
015	6800	2-8000	000	2-398800	23408	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23409	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23410	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23411	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23412	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23413	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23414	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23415	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	068	2-398800	23416	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23417	LIGHT BORDER PORTABLE	10-77	056476		540.15		<i>Not Found</i>
015	6800	2-8000	000	2-398800	23418	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23419	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23420	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23421	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23422	LIGHT BORDER PORTABLE	10-77	056476		540.15		
015	6800	2-8000	000	2-398800	23423	LIGHT BORDER PORTABLE	10-77	056476		540.15		
929	6800	2-8000	000	2-563200	26965	M I PIANO CONCERT GRAND	10-82	300514	79098	20,140.00		
929	6800	2-8000	000	2-673200	27739	REC'D/PLYR DUAL TRK REEL	02-85	573767	08500	2,086.08		
929	6800	2-8000	000	1-757600	27759	SPOTLIGHT FOLLO	03-85	073770	85469	3,635.80		
929	6800	2-8000	000	1-757600	27760	SPOTLIGHT FOLLO	03-85	073770	85466	3,635.80		
929	6800	2-8000	000	1-755550	27796	COPIER 3H	05-85	001930	FM980	2,990.00		
929	6800	2-8000	000	2-973650	28281	WALL PORTA-WALL	01-86	602059		301.19		<i>CCT</i>
929	6800	2-8000	000	2-039935	28327	TELEPHONE SYSTEM NORTHCO	02-86	675663	01305	3,286.96		
929	6800	2-8000	000	2-039920	28328	LIGHT CONTROL SYSTEM	03-86	601332		1,016.16		
929	6500	2-8000	000	2-742800	28350	SOFA LOUNGE UPHOLSTERED	04-86	080593		1,499.00		
929	6500	2-8000	000	2-743200	28351	SOFA TWO CUSHION UPHOLST	04-86	080593		1,299.00		
929	6500	2-8000	000	1-792250	28352	CHAIR UPHOLST W/OTTOMAN	04-86	080593		1,099.00		
914	6500	2-8000	000	2-038600	29298	LECTURN FREE STNDG W/LT	11-87	081204	8372	2,907.58		
929	6800	2-8000	014	2-748405	30851	DISC COMPACT PLAYER	01-89	970686	80716	461.96		
929	6800	2-8000	014	1-677600	30852	RECORDER TAPE DECK	01-89	970447	07363	1,001.11		
916	6700	2-8000	026	2-526323	32432	MONITOR COLOR 13" 2A	04-90	003122	4785J	530.88		
916	6700	2-8000	026	2-526323	32434	MONITOR COLOR 13" 2A	04-90	003122	4766J	530.88		
916	6700	2-8000	026	2-526323	32435	MONITOR COLOR 13" 2A	04-90	003122	4781J	530.88		
916	6700	2-8000	026	2-221010	32440	COMPUTER SYSTEM DATEL	04-90	000312	1396b	2,608.67		
929	6800	2-8000	000	2-686000	32761	REGISTER ELECTRONIC	05-90	003508	00302	745.40		

ACCOUNTS RECEIVABLE

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

EXHIBIT "B"



THEATRE EAST  
CLIENT TRUST  
As of November 17, 1995

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

EXHIBIT "C"