

LICENSE AGREEMENT
SDPD Satellite Office – 4001 El Cajon Blvd

THIS LICENSE AGREEMENT (“Agreement”) is made between Rock Church, Inc. (“Licensor”), a California Nonprofit Corporation, whose address is 2277 Rosecrans Street, San Diego, California 92106, and the City of San Diego, a California municipal corporation, on behalf of the San Diego Police Department (“Licensee”), whose address is 1401 Broadway, San Diego, California 92101. Licensor and Licensee are also singularly and collectively referred herein to as the “Party” or “Parties”.

WHEREAS, Licensor is the owner of certain real property and improvements thereon (a church campus), located at 4001 El Cajon Blvd., San Diego, California 92105; and,

WHEREAS, Licensor and Licensee desire to enter into this Agreement to permit Licensee to use and occupy a portion of that real property including the improvements thereon, as further described herein, and depicted as the “Satellite Office” (the “Property”) on EXHIBIT A, attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. License to Use. Licensor grants Licensee a revocable license to use (the “Property”), for the License Term (defined below) and in accordance with the terms and conditions set forth herein.
2. Term. The term of this Agreement shall commence September 1, 2017 (the “Commencement Date”), continue for sixty (60) months from the Commencement Date, and terminate on August 31, 2022 (the “License Term”).
3. Scope. The Property may be used by on-duty sworn San Diego Police Department officers, Police Investigative Service Officers, and RSVP (Retired Senior Volunteer Patrol), members, hereinafter jointly referred to as “Law Enforcement Personnel” as a satellite San Diego Police Department office (“satellite office”). Licensee areas of use are limited to breakroom, public hallways and restrooms of the interior and exterior areas of the Property, and all the furniture and fixtures located within and at the Property. (See Exhibit A). By this Agreement, it is the intent of Licensor and Licensee to only enter into a license agreement for the limited use of the Property; the Parties do not intend to enter into a landlord/tenant relationship.
4. No Monthly License Fee. Licensee shall have no obligation to pay any fee, or any other type of compensation, to Licensor for the use of the Property, nor shall Licensee be obligated to pay for any utilities, services or other costs allocable to the Property during the License Term; however, in no event shall Licensor be liable for any interruption or failure in the supply of any such utility services to Licensee and the Property.
5. Use. (a) Law Enforcement Personnel shall have use of the Property for a satellite office seven (7) days a week, twenty-four (24) hours a day, for general office purposes, meal breaks, rest breaks, and restroom breaks, and no other use or purpose without the prior written authorization of Licensor. Licensee shall supply its own office equipment (e.g., laptop

computers). No formal workstations or network connections are required to be supplied by Licensor.

(b) Licensee does not intend to store any of its personal property on the Property. Instead, it is Licensee's intent that all Law Enforcement Personnel will remove all personal property from the Property after each such Law Enforcement Personnel's use of the Property.

(c) Although the Property is identified by Licensee as a "satellite office" for Licensee's purposed use, Licensor acknowledges and agrees that Licensee shall not be obligated at any time during the License Term to ensure that the satellite office is staffed with any of Licensee's personnel; that Licensee shall not be obligated to have Law Enforcement Personnel at the Property at any set time periods or to ever have Law Enforcement Personnel at the Property; that Licensee shall not be obligated to provide any type of security services for Licensor, or Licensor's real property and/or improvements located at 4001 El Cajon Blvd., in any manner greater than Licensee's police department would provide to any other property owner or property located within its jurisdiction; and that Licensor shall not use Licensee's presence at the Property, and/or advertise/publish the Licensee's presence at the Property, as an inducement for potential tenants or for any other uses which may occur at the Property.

6. Licensor's Improvements to Property. Licensor shall install a pin pad on the exterior entrance of the door to the Property's space to be used as a satellite office. Knowledge of the pin code shall be limited to Law Enforcement Personnel, Licensor's management team, and appropriate maintenance/janitorial personnel employed by Licensor. If desired by Licensor, alternative access code can be issued to the various groups of authorized persons for security purposes (e.g., maintenance/janitorial staff can be given a code different from the code given to Law Enforcement Personnel and/or Licensor's management team).
7. Licensee's Responsibilities to the Property. Licensee shall return the Property to Licensor in the same condition as it was received, less reasonable wear and tear.
8. Maintenance/Janitorial Services for the Property. Licensor shall be responsible for all maintenance and janitorial services for the Property. Notwithstanding the foregoing, Licensee shall be responsible for the payment of all repairs to the Property caused by Licensee which result from damages to the Property which are in excess of reasonable wear and tear.
9. Indemnification. Licensee agrees to indemnify and defend Licensor from and against all damages and liability arising directly from Licensee's use of the Property.
10. Termination. Each Party can terminate this Agreement without cause with sixty (60) days prior written notice to the other Party.
11. Notices. All notices required by this Agreement shall be in writing and either personally delivered or sent via first class mail to:

Licensor:

Rock Church
c/o Luis Barreto
2277 Rosecrans Street
San Diego, CA 92106

Licensee:

City of San Diego Police Department
c/o Fiscal Management Department, MS-715
Attn: Program Manager
1401 Broadway
San Diego, CA 92101

with copy to:

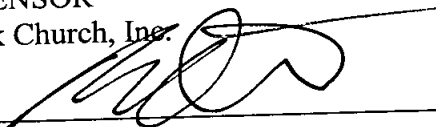
City of San Diego
c/o Real Estate Asset Department
Attn: Asset Manager, Corporate Services
1200 Third Avenue, Suite 1700, MS-51A
San Diego, CA 92101
Contact Telephone Number: (619) 236-6020

12. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be enforced as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the later date the Agreement is signed by the Parties and approved by the City Attorney.

LICENSOR

Rock Church, Inc.

By: 

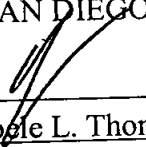
Name: Mark Stevens

Title: Executive Pastor of Operations

Date: 8/10/17

LICENSEE

CITY OF SAN DIEGO, a California municipal corporation

By: 

Name: Cybele L. Thompson

Title: Director, Real Estate Assets

Date: 8/20/17

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2), as the activity would not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALYSSA MUTO, Deputy Director
Planning Department

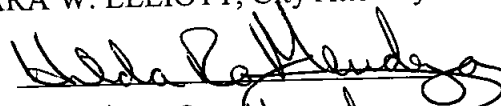
By: 

Name: Alyssa Muto

Title: Deputy Director, Planning Dept

Approved as to form this 23rd day
of August, 2017.

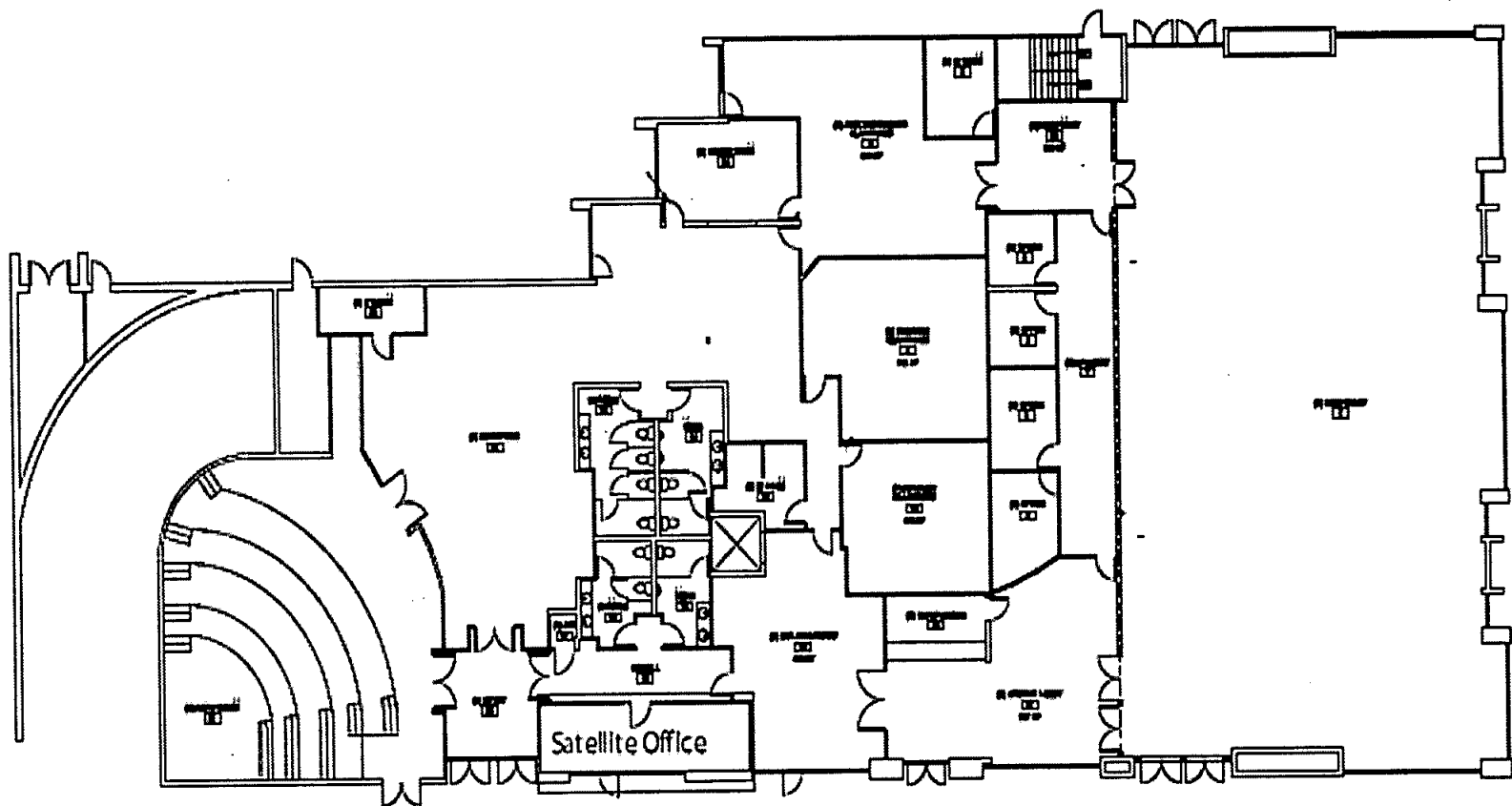
MARA W. ELLIOTT, City Attorney

By: 

Name: Hilda R. Mendoza

Title: Deputy City Attorney

EXHIBIT A



ROCK CHURCH
CITY HEIGHTS CAMPUS

4001 EL CAJON BLVD
SAN DIEGO, CA 92105