

RENTAL AGREEMENT

THIS AGREEMENT is made in duplicate by and between THE CITY OF SAN DIEGO, through its City Manager, hereinafter designated as "CITY," and SAN DIEGANS UNITED FOR SAFE NEIGHBORHOODS, a nonprofit organization, the undersigned, hereinafter designated as "TENANT," which hereby agrees to rent property owned by CITY, described as office space at 3905 Adams Avenue in the San Diego Police Department's Eastern Division Community Relations Complex, hereto and hereinafter called the "Premises."

TENANT hereby approves, agrees and consents to the following terms and conditions:

1. Use. Under the administration and supervision of the San Diego Police Department, TENANT shall use the PREMISES solely as a community outreach project serving the Normal Heights Community, encouraging neighborhood safety, including notifying the City of any suspected criminal activities in the area, and for such other related incidental purposes as (may be consistent with applicable zoning restrictions and) as may be first approved in writing by the City Manager and for no other purpose. City Manager agrees not to unreasonably withhold approval under this section.
2. Term. The renting of the above PREMISES shall be month-to-month beginning on October 19, 1995. Provided, however, that this agreement may be terminated at any time by TENANT upon 30 days advance written notice to CITY or by CITY without necessity for cause, upon 60 days advance written notice to TENANT.
3. Relocation. This tenancy is of a TEMPORARY NATURE, and no Relocation Payment or Advisory Assistance will be sought or provided in any form as a consequence of this tenancy or the termination thereof.
4. Rent. Rent for the term is One Dollar (\$1), receipt acknowledged. It is recognized that the TENANT'S occupancy at this location provides a valuable service to the City in the form of security and/or other valued services to the community. These services are acknowledged as additional consideration for this tenancy and are intended to supplement the monetary rental amount specified herein.
5. Utilities. All utilities will be paid by CITY except for telephone services.
6. Subletting. TENANT shall not let or sublet the whole or any portion of the PREMISES, nor assign this tenancy to a third party, nor make or suffer any alterations to be made in or on said PREMISES, without first obtaining the written consent of CITY. In the event of a breach of this condition, CITY

shall have the power to immediately declare this Rental Agreement terminated and will thereupon be entitled to immediate possession of the PREMISES.

7. Maintenance. CITY agrees to assume full responsibility and cost for the operation and maintenance of the entire premises throughout the term. CITY will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
8. Vacation of Premises. TENANT shall vacate said PREMISES within 60 days after receipt of a notice to do so from CITY; and failing to vacate as herein provided, TENANT agrees that CITY, or its authorized agents, may enter upon said PREMISES and remove all personal property therefrom and in this event TENANT waives any and all claims of damages against CITY, its agent or employees. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain possessions of said PREMISES in accordance with law in the event of a violation on TENANT'S part of any of the terms or conditions hereof.
9. Indemnity. TENANT shall at all times assume the defense of, relieve, indemnify, protect, and save CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines, and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including but not limited to expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:
 - a. any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises;
 - b. any operation, use, or occupation conducted on the premises;
 - c. any act, omission, or negligence on the part of the TENANT, its employees, agents, sublessees, invitees, licensees; or
 - d. any failure by TENANT to comply or secure compliance with any of the lease terms or conditions.
10. Insurance. TENANT shall take out and maintain at all times during the term of this agreement at its sole expense public liability and property damage insurance in the amount of not less than Two Hundred-Fifty Thousand (\$250,000) Combined Single Limit Liability with an occurrence claims form.

This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or TENANT or by authorized representatives of CITY or TENANT on or in connection with the use or operation of the premises. TENANT'S responsibility to maintain said insurance also includes the following:

- a. Insurance policy will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without thirty (30) days' prior written notice to CITY. Insurance company must be satisfactory to CITY and licensed to do business in California. Policy will be in effect on or before the first day of the lease. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to expiration of policy, TENANT shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- b. Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving TENANT sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extend of risk existing on the PREMISES. TENANT also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this agreement.
- c. Accident Reports. TENANT shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and address of any witnesses and other pertinent information.
- d. Failure to Comply. If TENANT fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. TENANT shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by TENANT on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provision of this Paragraph 10, Insurance, if TENANT fails or refuses to take out or maintain insurance as required in this lease, or fails to provide the proof of insurance, CITY has the right to declare

this lease in default without further notice to TENANT and CITY shall be entitled to exercise all legal remedies in the event of such default.

11. Income Generated. All proceeds derived from the premises are to be used exclusively to meet the goals of TENANT or for such other related or incidental use as may be first approved in writing by the City Manager.
12. Inspection of Records. TENANT agrees to make any and all financial records and accounts pertinent to the use of premises available to CITY for inspection at all reasonable times so that CITY can determine TENANT'S compliance with this agreement. These records and accounts will be made available by TENANT at the premises and will be complete and accurate showing all income and receipts from use of the premises. TENANT'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this agreement and cause for termination.
13. Political Activities. The premises shall be used exclusively for the purposes specified in Section 1, USE, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that TENANT shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
14. Legal Action. Should it become necessary for CITY to commence legal proceedings to recover possession, or enforce any other provision of this Rental Agreement, the prevailing parties will be entitled to legal costs in connection therewith, including a reasonable sum as attorney's fees as determined by the court. The parties agree that the law of the State of California shall be used in interpreting this Rental Agreement and will govern all disputes under this Rental Agreement and will determine all rights thereunder. At the option of either party, venue of any action involving this Rental Agreement may be in, or changed to the County of San Diego or the Southern District of California. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this Rental Agreement.
15. Taxes. TENANT acknowledges that his interest may be subject to a possible possessory interest tax that the County may impose on such interest and agrees that any such tax shall be the liability of and be paid by TENANT before becoming delinquent.
16. Illegal Activities. The PREMISES shall not be used for any illegal purposes by TENANT or any other persons; nor shall the TENANT create any nuisance or allow any other persons to create a nuisance on the leased PREMISES or any

part thereof. If in the opinion of the Real Estate Assets Director, either of these conditions occur, the Real Estate Assets Director shall have the right to immediately terminate this tenancy.

17. Amendments. The terms of this agreement may be amended or revised at any time by written memorandum signed by both TENANT and CITY, and said memorandum shall become a part of the original agreement and shall operate with the same force and effect as the original agreement.
18. Nondiscrimination. TENANT agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in TENANT'S use of the premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

TENANT

By Sharon Wilson

Date 10-18, 1995

CMR:dcj
10-18-95
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THE CITY OF SAN DIEGO

By May Gaudin
for Robert Collins, Deputy Director
Asset Management Division

Date Oct 23, 1995

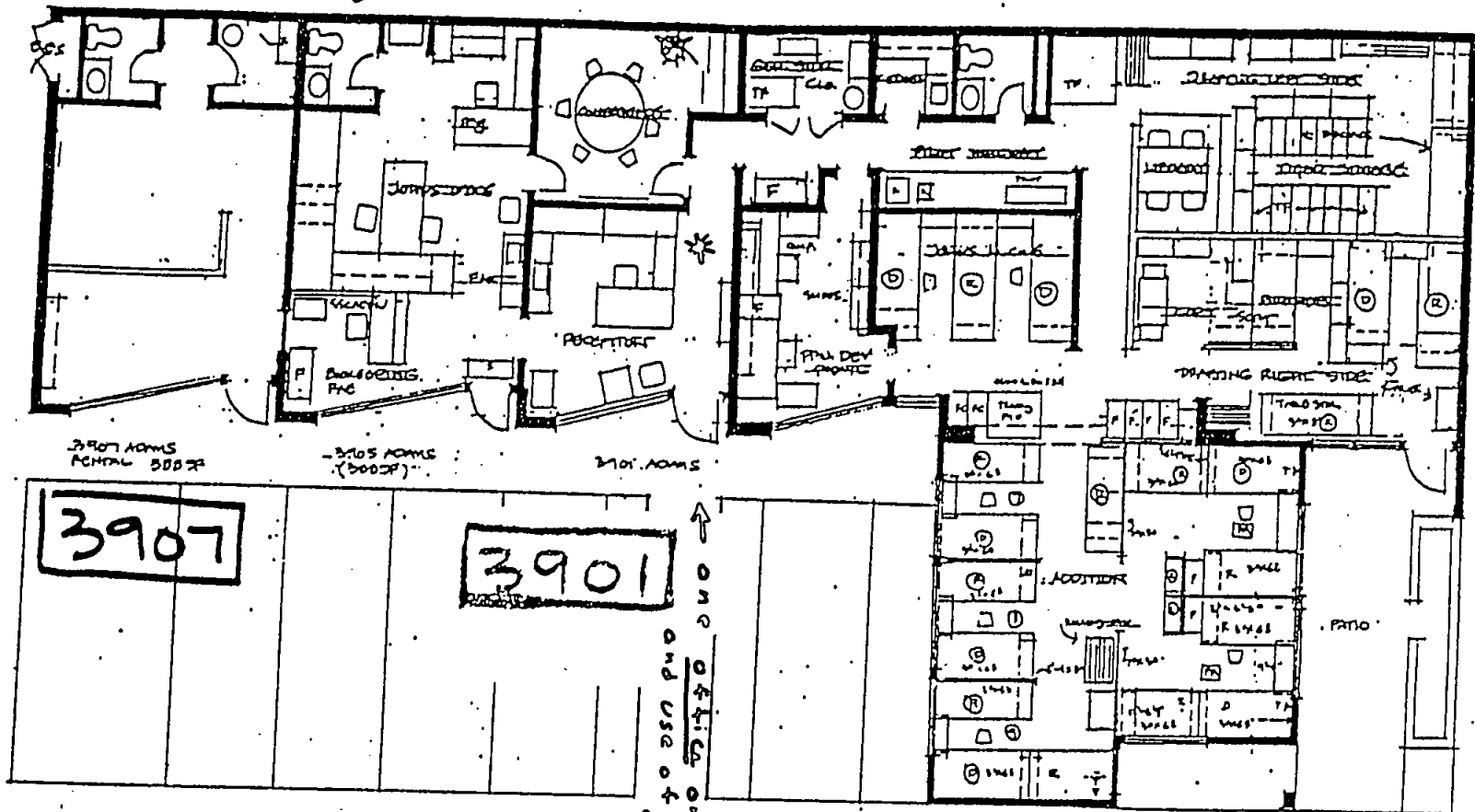
APPROVED AS TO FORM AND LEGALITY

JOHN W. WITT, City Attorney

By: [Signature]
Chief Deputy City Attorney

3905

2577.SF



2965 SF TOTAL

1128193

CUNNING.

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DESCRIPTION OF THE IMPROVEMENTS

The subject has been improved with an existing 3,072-square foot single-story office building built 26 years ago. The improvements face 39th Street but exposure to Adams Avenue is good. The original structure was constructed of concrete block on slab and a 565-square foot wood frame addition was constructed in 1986. The single-tenant structure allows for multi-tenant occupancy and is in good condition. Other components of construction include a roof structure of wood joists and sheathing under a built-up tar and gravel cover.

The interior is divided into three office areas, two large work areas and supporting conference room and reception area. 3907 Adams Avenue is a 388-square foot separate office presently leased to Michael Higgins. 3905 Adams Avenue, also 388 square feet, currently used by Mr. Mock as his office, can be isolated from the rest of the structure and rented. There are three separate restrooms along with a coffee area and storage rooms.

The building was remodeled at the time of the addition in 1986 and included new carpeting, a phone system, mini-blinds, track lighting, some custom built-ins, remodeled restrooms, custom wallcoverings in some offices and upgraded electric service for computers. Ceilings are dropped acoustic, walls are painted drywall and lighting is fluorescent. There are built-in half wall partitions which offer cubicles in several of the large work areas. Restrooms include vinyl tile flooring, toilet and vanity sink.

Recent remodelling includes new doors with locks and track lighting in the reception area and adjoining office to accommodate potential office tenants. The six open parking spaces and walkways are concrete covered with futura stone finish. The landscaping with sprinklers is in good condition.

**CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
MEMORANDUM**

CITY OF SAN DIEGO REAL ESTATE ASSETS DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

FILE NO.: Q518-10

DATE: October 6, 1995

TO: Keith Enerson, Assistant Chief of Police

FROM: Robert J. Collins, Deputy Director

SUBJECT: Temporary Use of Park Property at 3901, 3905, 3907 (triplex building)
Adams Avenue by the Police Department

This is in reply to your request to temporarily use office spaces recently purchased by Park and Recreation Department as identified below and hereinafter referred to as "Premises."

3907 Adams Avenue	Police Satellite Office
3905 Adams Avenue	Police/Community Partnership/RSVP
3901 Adams Avenue	SDPD/Project Star

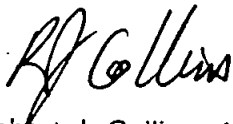
Our department will grant permission to the Police Department to use the Premises for police related activities, under the following conditions:

- The liability for any and all damages or injuries incurred due to use of Premises during occupancy must be assumed by your department.
- When not in use, the Premises must be fully secured by your staff.
- It is acknowledged that this use is of a temporary nature, permission to use the premises may be revoked at any time upon 60 days written notice.
- The cost of utilities and all maintenance for the entire building (3901, 05, 07 Adams Avenue) will be paid by the Police Department.
- When you no longer need the Premises, please notify Connie M. Romero from our department at least two weeks in advance so that the Premises can be properly secured.

Suite 3905 will be a Police Department multipurpose use suite with office space being provided, under a separate agreement with San Diegans United for Safe Neighborhoods, a non-profit organization. This organization focuses on community safety and also offers other services to the community.

It is agreed that the San Diego Police Department's Community Relations office will be administering the entire building, acting as a liaison for all occupants and to work closely with our Real Estate Agent, Mrs. Romero at 236-6191 to assure the building is managed in a responsible manner.

If these conditions meet with your approval, please sign, date and return the original copy of this memo for our files.



Robert J. Collins, Acting Director
Asset Management and Marketing Division

RJC:CMR:dcj-c H:\WPO\1995\ROMERO\IM-POLICE.2)

cc: Marcia McClatchy, Director Park & Recreation
Councilmember Kehoe, District 3
Sergeant Groza, Police Department, Eastern Division
Chip Wood, Police Department, Fiscal Management
David A. Arce, Police Fiscal

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 10 DAY OF OCT, 1995.

POLICE DEPARTMENT

By 
Keith Enerson, Assistant Chief of Police

BUILDING RECORD

☐ PRELIMINARY (BLDG. NO. REQUESTED)
☐ FINAL
☐ ADDITION

INVENTORY DESCRIPTION (NAME OF BUILDING) (37 SPACES) HENDRICK & MOCK ARCHITECTS				BUILDING NO. 10065	
ADDRESS 3901-07 ADAMS AVENUE				PROPERTY SITE CODE/FILE CODE Q518RS/Q518-10	
LEGAL DESCRIPTION Wly 50 feet, Villa Lot 196, Normal Heights, Map 985				LOCATION COORDINATE 218-1735.6	
ASSIGNED DEPT. & DIVISION Real Estate Assets/Acquisition		ASSIGNED DEPT./DIV. NO. 070		FISCAL YEAR ACQUIRED 1994-95	
ACQUISITION METHOD: ☐ DONATION OR OTHER NON-EXPENDITURE ACQUISITION ☐ CONSTRUCTION ☒ PURCHASE (PO NO. OR DP NO. 371498) OR OTHER EXPENDITURE ACQUISITION			COST COMPUTATION: INDEPENDENT ARCHITECTS & ENGINEERS _____ CONSTRUCTION CONTRACTS _____ CITY ENGINEERING _____ CITY FORCES _____ OTHER _____ TOTAL COST OF BUILDING INCLUDED IN TOTAL LAND COST CONTRACTOR'S NAME 216, 865		
ACQUIRED FOR PURPOSE OF Community Park		SOURCE OF FUNDS CDBG/Mid-City Dev Park			
ENG. W.O. NO. WD 119406		RESOLUTION NO. R-284690			
NO. OF ROOMS 8	NO. OF STORIES 1	AREA (SQ.FT.) 3,072		HT. OF RIDGE	LENGTH
GENERAL CONSTRUCTION TYPE concrete block		FOUNDATION CONST. TYPE slab		BASEMENT CONST. TYPE none	
EXTERIOR WALL CONST. TYPE concrete block/wood		INTERIOR WALL CONST. TYPE concrete block & paneling		FLOOR CONST. TYPE slab	
ROOF AREA		ROOF MATERIAL: ☐ COMP. SHINGLES ☐ ROLLED ☐ WOOD SHINGLES ☐ TILE ☒ BLT-UP GRAVEL ☐ OTHER wood joists & sheathing		AIR CONDITIONING: ☐ NONE ☒ CENTRAL ☒ WINDOW/NO. OF 8 10. windows	
ROOF TYPE: ☐ GABLE ☒ FLAT ☒ HIP		MANUFACTURER		MAKE	
CATALOGUE NO.		DOORS: NO. OF GLASS 4 NO. OF WOOD 12 2 mirrored sliding		LIGHTING & POWER SERVICE: 3 WIRE 1 Ø 3 WIRE 3 Ø 4 WIRE 3 Ø & 1 Ø	
LOCKS ☐ MORTISE ☒ KEY IN KNOB ☐ OTHER					

REMARKS:

BUSINESS OFFICE TO BE DEMOLISHED FOR PARK (TO BE DEMOLISHED DECEMBER 1995)
 Track lighting; 12 florescent lights; 1 recessed light; 1 globe light; 1 set double doors;
 3 bathrooms with fixtures; intercom system.

DESCRIPTION OF IMPROVEMENTS ATTACHED ALONG WITH LAYOUT OF OFFICE.

Bldg 216-865
Land 108,978

NAME (WRITE LEGIBLY)	DATE	PHONE
ORIGINALLY PREPARED BY JO ANN SANTINEAU	3-1-95	66728
PROP. DEPT. PROCESSING BY Agnes Sanders	5-24-95	66052
PROP. DEPT. APPROVAL BY OLIN HUGHES <i>Matthew Oger for ORH</i>	5-24-95	66729
AUDITOR POSTING BY <i>Debra L Campbell</i>	8-23-95	66865

DISTRIBUTION:

ORIGINAL - AUDITOR, PROPERTY ACCOUNTANT, M.S. 7C
 COPY 1 - PROP. DEPT., INFORMATION MGMT., M.S. 51A
~~COPY 2 - GENERAL SERVICES, BLDGS. DIV., M.S. 20~~
 COPY 3 - GENERAL SERVICES, BLDGS. DIV., M.S. 20
 COPY 4 - ORIGINATING DEPT.

POSTED NO. _____ FY _____

BA75032