

**MEMORANDUM OF UNDERSTANDING FOR OCCUPANCY OF THE TRAINING
FACILITY BY SAN DIEGO POLICE DEPARTMENT**

This Memorandum of Understanding for Occupancy of the Concourse ("MOU") is entered into by the **Real Estate Assets Department, ("READ")** and **SAN DIEGO POLICE DEPARTMENT ("SDPD")** for the purpose of setting forth the obligations of READ and SDPD, as it relates to SDPD's temporary use and occupancy of the City-owned real property located at 4020 Murphy Canyon Road, San Diego, California ("Training Facility") for SDPD operations.

1. **Term of SDPD Use.** SDPD shall have exclusive use of the Training Facility commencing on September 23, 2017 and terminating on October 31, 2017. If SDPD determines that it does not require use of the Training Facility for the entire Term, SDPD shall notify READ, remove all personal property, and relinquish possession of the Training Facility to READ.
2. **SDPD Costs.** SDPD shall reimburse READ for all operating and utility costs above the base-line costs currently being paid incurred during the Term of this MOU within thirty (30) days of being provided with a statement documenting said costs. SDPD shall pay directly any costs incurred to provide internet and telephone services for SDPD use at the Training Facility during the Term. Additionally, SDPD shall be responsible for establishing and paying for janitorial services during the Term.
3. **Accident Reports.** SDPD shall inform READ of any accidents or incidents causing property damage or serious injury to persons at the Training Facility within 24 hours of such accident or incident occurring. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
4. **Prohibited Uses.** SDPD acknowledges that it is aware that READ is negotiating a lease that will require READ to deliver possession of the Training Facility on or about November 1, 2017, in its current condition. SDPD agrees not to (a) make any alterations or changes to the Training Facility (b) effect any repairs to the Training Facility without first contacting READ and obtaining READ's consent; and (c) utilize the Premises in any manner which may create a health, safety or fire hazard.
5. **Possession by Department.** SDPD will maintain the Premises in good condition and repair, and will not cause or permit the Premises to be damaged or defaced. SDPD will make no alterations or additions to the Premises without READ'S prior written consent. SDPD will return the Premises at the expiration of the Term in as good condition and

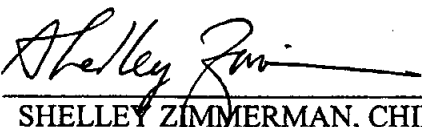
repair as when SDPD received the Premises as the case may be, normal wear and tear excepted.

6. Amendment of Agreement. No amendment, modification or alteration of this MOU will be valid unless it is in writing and signed by all parties.
7. Entry and Inspection. READ shall provide 24-hour notice if READ needs to enter and inspect the property for any reason. READ shall not provide access to the Training Facility to third-parties without notifying and obtaining the consent of SDPD, however, SDPD agrees to make best efforts to make the Training Facility available for any inspections necessary to facility a future potential lease.
8. Asbestos Disclosure. READ discloses to SDPD that portions of the structural components of the Premises may contain asbestos. SDPD acknowledges having received notice from READ of the presence of such asbestos in accordance with Health and Safety Code Section 25915. SDPD shall disclose to the appropriate parties the existence of asbestos on the Premises, as required by Health and Safety Code Section 25915.

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

CITY OF SAN DIEGO – SAN DIEGO POLICE

DEPARTMENT

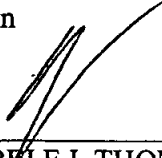
By: 

km

SHELLEY ZIMMERMAN, CHIEF
SAN DIEGO POLICE DEPARTMENT

Date: 9-20-17

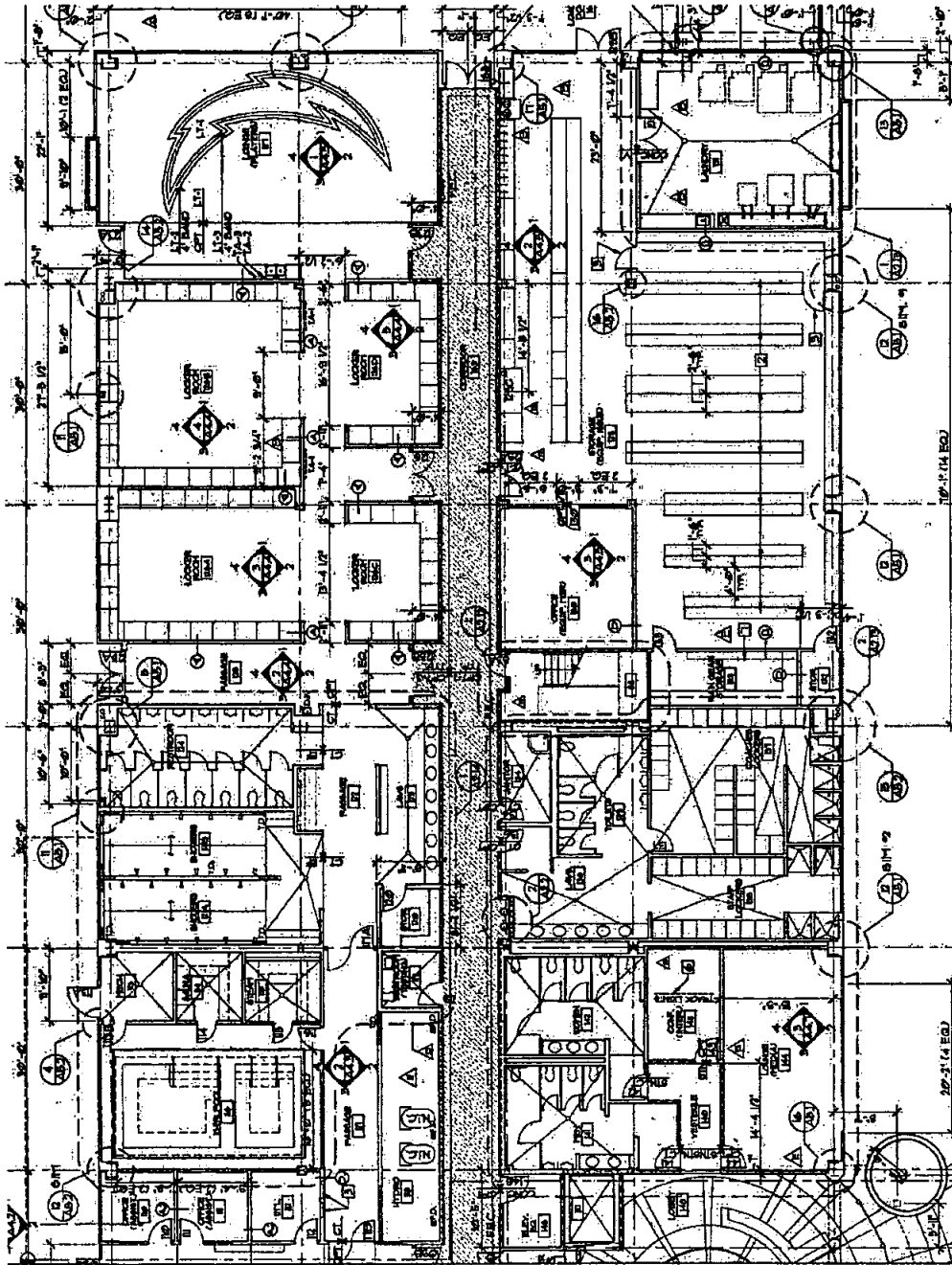
THE CITY OF SAN DIEGO, a California municipal corporation

By: 

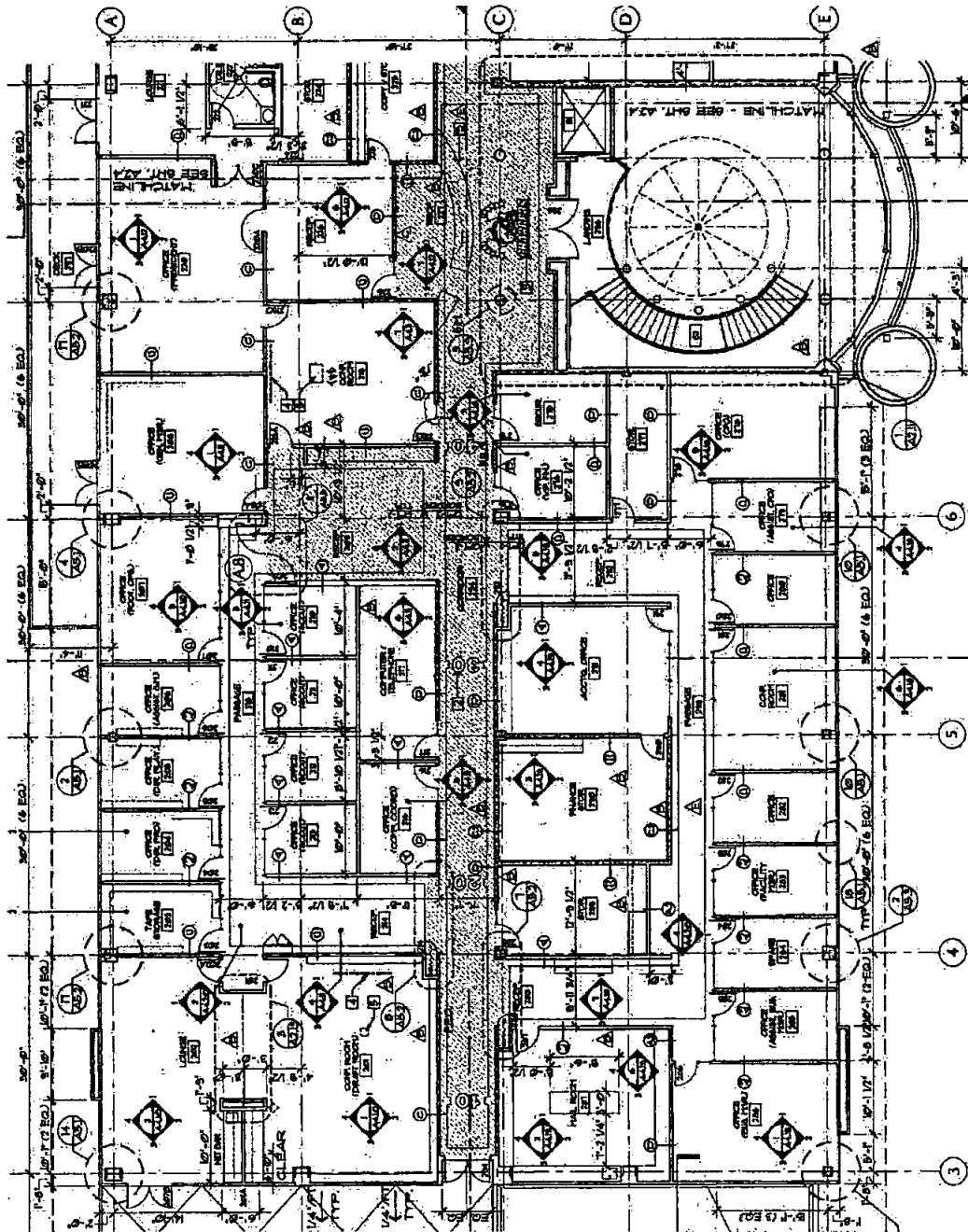
CYBELE L. THOMPSON, Director
Real Estate Assets Department

Date: 9/21/17

EXHIBIT A FLOOR PLANS



First Floor South



Second Floor North

EXHIBIT B AREIAL PLAN OF PREMISES



JOB INFO

Job #	271148	Ext	001	Title	SDPD MOU (CHARGERS) TRAINING FACILITY		Category	Use Permit
Agent	Solis, T	Group		Asset Mgmt	Status	Complete	☐ Telecom	
Agreement	N512PM	001	A00	NR5799	Start Date	09/19/17	Target	
Lessee	CITY--SDPD FROM STADIUM				Complete	12/13/17	File Loc	CITY--SDPD
Customer	SDPD				ACQUISITION ONLY			
Type (Old)					AcqType	Work Ord #		
Location	4020 Murphy Canyon Rd (Chargers Training Facility)				Financing			
Site #	N512PM	CHARGERS TRAINING FACILITY			# Parcels	Assigned	Completed	
Council Dist	Thomas Bros				VALUATION ONLY			
Int Order	Benefiting Fund				Appraiser			

NOTES LOG ENTRIES

Date	Entered By	Category	Entry
09/19/17	Tracy.Solis	Email	9-19-17 emailed MOU draft to MA city attorney for review,
09/19/17	Sue.Taylor		Status changed from Pending to Active
12/13/17	Tracy.Solis		Status changed from Active to To Be Closed
12/13/17	Tracy.Solis	Other	OK to close, MOU completed, SDPD vacated, site inspection completed
10/26/18	Sue.Taylor		Status changed from To Be Closed to Complete