

Department of Real Estate and Airport Management

TERMINATION OF AGREEMENT

Rec 2/6/23
NR5740



The following agreement for use of City-owned property will terminate as noted:

LESSEE	City - PUD + T + SW
LEASEHOLD ID	0508 PM - 003 A00
ACTUAL TERMINATION DATE	3/31/2022
SECURITY DEPOSITS	Yes <u>No</u>
TERMINATION INSPECTION DATE	N/A
Subtenants?	Yes <u>No</u>
Date Subtenants vacated property OR Date of new direct agreement with City	N/A

Agent SMM Date 2/6/23 Supervisor MMC Date 2/6/23

*****Lease Billing Use Only*****

Lease Billing Supervisor

[Signature]

Date

8/18/23

Data Entry

Date

Lease Billing Supervisor Termination Checklist:

- ☒ Terminate Lease in REportfolio
- ☒ If termination is in the middle of billing period, prorate invoice. Check with agent if necessary.
- ☒ If rent paid beyond termination date, process refund.
- ☒ Void any invoices that have been issued for period after termination date.
- ☒ Refund security deposit per agent instructions.
- ☒ Notify agent that termination, proration, and refund (if any) are complete.



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: September 29, 2022

TO: Penny Maus, Director, Department of Real Estate and Airport Management

FROM: Jessica D. Kirkland, Supervising Property Agent, Department of Real Estate and Airport Management via Lucy Contreras, Deputy Director, Department of Real Estate

Subject: Interdepartmental Memorandum of Understanding – Public Utilities Department (“PUD”)

Purpose:

Sign the Interdepartmental Memorandum of Understanding (“MOU”) to allow the Public Utilities Department (“PUD”) the continued use of the City-owned real property located at 2401 Murphy Canyon Road, San Diego, CA 92123.

Background:

The Public Utilities Department (“PUD”) will continue using the property for the purpose of conducting soil borings and operating, and maintaining one groundwater monitoring well related to the site assessment and mitigation process.

RECOMMENDED FOR APPROVAL:

Jessica Kirkland

Jessica Kirkland (Sep 29, 2022 09:16 PDT)

Jessica D. Kirkland
Supervising Property Agent, Dispositions

Mary Carlson

Mary Carlson
Program Manager, Dispositions

Lucy Contreras

Lucy Contreras
Deputy Director, Department of Real Estate and Airport Management

Attachments: Interdepartmental Memorandum of Understanding



Department of Real Estate
and Airport Management

DOCUMENT ROUTING FORM

Murphy Canyon MOU

Title of document to be signed

Steven Moreno

Your Name/Property Agent's Name

Mary Carlson MC

Program Manager/Supervisor Signature

2/2/23

Date

Print name of City Attorney: N/A

NORA YES ☐ NO ☒

Date:

Date of City Attorney Approval: _____

Appeal YES ☐ NO ☒

If Yes, Include date:

Explanation/Notes:

Requesting approval and signature of the attached Interdepartmental Memorandum of Understanding (MOU) between DREAM and PUD. This MOU is for the continued use of City-owned property located at 2401 Murphy Canyon Road, San Diego, CA 92123. The term of the MOU is to continue unless terminated earlier, for a period not to exceed five years. The above section for the City Attorney is marked "N/A" due to the interdepartmental nature of the agreement and DCA signature or review is not required. This MOU is a clean up/outstanding agreement from previous Supervising Property Agent that needs to be finalized.

Attachments:

Deputy Signature: Lucy Contreras Date: 2/2/23

Background Memo

MOU

**** For voids, please provide specific information detailing the reason for the void.****

CITY OF SAN DIEGO
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING

MURPHY CANYON ROAD - MONITORING WELLS - APN 429-260-05

THIS CITY OF SAN DIEGO INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of San Diego's Department of Real Estate and Airport Management ("DREAM") and the Public Utilities Department ("PUD"), to be effective as of April 1, 2022 (the "Effective Date"), as follows:

RECITALS

- A. DREAM has management authority over that certain City-owned real property (the "Property") located at 2401 Murphy Canyon Road (APN 429-260-05), and more particularly described in **Exhibit A: Property**, attached hereto.
- B. PUD has been using the Property subject to Interdepartmental Memorandum of Understandings since June 10, 2013.
- C. T&SW had been administering the Utilities Undergrounding Program ("UUP") and had been storing various items at the Property. However, T&SW no longer requires shared use of the Property.
- D. As of the Effective Date hereof, PUD desires to continue to use the Property. The terms and conditions of this MOU govern the rights and obligations of DREAM and PUD.
- E. DREAM acknowledges and consents to PUD's use of the Property under the terms of this MOU.

TERMS AND CONDITIONS

- 1. Type of Use. PUD may use the Property for the purpose of conducting soil borings and operating and maintaining one groundwater monitoring well related to the site assessment and mitigation process of City-owned properties for the Murphy Canyon Monitoring Well project.
- 2. Area of Use. PUD's use of the Property will be limited to the area described on **Exhibit B**.
- 3. Term. The term of this MOU ("Term") shall commence on the Effective Date and continue, unless terminated earlier, for a period not to exceed five (5) years.
- 4. Access. PUD will be allowed access into the Property. The Property may be accessed by various other City department staff from time to time. PUD is independently responsible for the security of their department's equipment and materials.
 - a. Lock/Keys Used to Access Property. PUD will maintain a "daisy chain" lock system at the entrance to the Property.

5. Risk. PUD shall bear all risks, liability and costs in a proportional manner arising out of or in any manner directly or indirectly connected with its use of the Property and any damages to the improvements on, under or in the vicinity of the Property resulting directly or indirectly thereby. PUD accepts and assumes all risk of harm to all persons and property, and shall be solely responsible therefor.
6. Facilities' Costs. PUD shall bear all costs related directly or indirectly to the construction, installation, maintenance, repair, restoration and removal of all monitoring well facilities constructed or installed on the Property by PUD.
7. Maintenance of the Property. PUD shall maintain the Property in a decent, safe, healthy and sanitary condition at all times, and to DREAM's satisfaction.
8. Inspection. DREAM may enter and inspect the Property at any and all times.
9. Property Accepted "As-Is". PUD represents and warrants that it has independently inspected the Property and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Property and its suitability for its use, as set forth in Section 1 above. PUD further represents and warrants that it is not relying on any representation by DREAM as to the condition of the Property or its suitability for PUD's use of the Property, and that PUD is relying solely on its own independent inspections, tests, investigations and observations of the Property in entering into this MOU. PUD accepts the Property in its current condition.
10. Contact. For issues regarding use of the Property, please contact the following individual:

Public Utilities Department:
Keli Balo
Assistant Deputy Director
858-292-6423
11. Government Approvals. PUD is responsible for its own investigation with the City's Development Services Department to ensure that its use of the Property complies with all applicable zoning and other applicable City development regulations.
12. Survival. Any obligation which accrues under this MOU shall survive its expiration or termination.
13. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes any and all prior understandings between the parties concerning the topics covered in this MOU. Any modification, alteration, or amendment of this MOU shall be in writing and signed by all the parties hereto.
14. Authority to Sign. Each individual signing this MOU for a City Department represents and warrants that they are authorized to execute and deliver this MOU on behalf of their

department.

IN WITNESS WHEREOF, this MOU is executed to be effective as of the Effective Date.

Date: 09/14/2022

Public Utilities Department

By: 
Juan Guerreiro
Director, Public Utilities

Date: Feb 3, 2023

Department of Real Estate and Airport Management

By: 
Penny Maus (Feb 3, 2023 17:15 PST)
Penny Maus
Director, Department of Real Estate and
Airport Management

Exhibit A: Property

APN 429-260-05

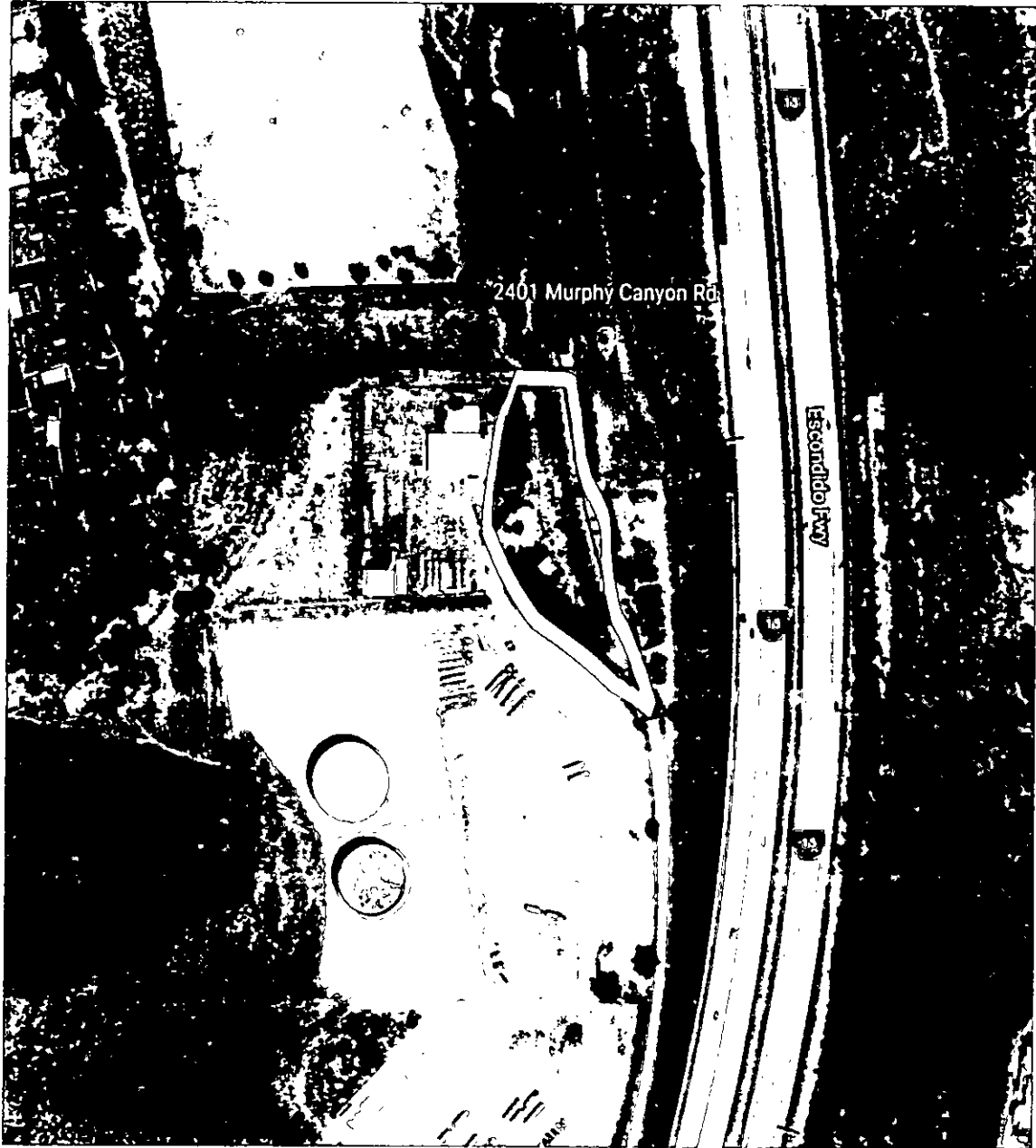


Exhibit B: Area of Use

