

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO AND
THE COUNTY OF SAN DIEGO FOR THE JOINT RETENTION OF EXPERT
CONSULTANTS TO ADVISE ON STADIUM FINANCING OPTIONS
AND RELATED DEVELOPMENT, IMPROVEMENT AND FINANCIAL ISSUES**

Recitals

A. WHEREAS, the San Diego Chargers Football Team (the “Chargers”) has been a valued regional community asset contributing to the quality of life in San Diego since 1961, first as a member of the American Football League and, since 1970, the National Football League; and

B. WHEREAS, Qualcomm Stadium, the home field of the Chargers since 1967, is, according to the Chargers, approaching the end of its useful life and the Chargers have advised the greater San Diego community that development and construction of a new stadium is important to providing the Chargers with the opportunity for long-term economic and competitive viability; and

C. WHEREAS, the City of San Diego (“City”) and the County of San Diego (“County”) entered into a Memorandum of Understanding Between the City and the County in 2006 and intend that this Memorandum of Understanding replace in its entirety the previous Memorandum of Understanding; and

D. WHEREAS, the Mayor of the City recently convened the Citizens’ Stadium Advisory Group, which is an advisory committee to the Mayor only and has been asked to analyze, report, and make recommendations to the Mayor on a location and potential financing mechanisms for a new or refurbished stadium for professional football; and

E. WHEREAS, the City and the County desire to explore the viability of a stadium project and related development and public improvements, and to jointly retain expert consultants to assist them; and

F. WHEREAS, it is in the best interests of both the City and the County to work collaboratively to obtain and review information related to any potential project;

NOW, THEREFORE, the City of San Diego and the County of San Diego hereby agree as follows:

1. **Purpose and Intent.** The purpose and intent of this Memorandum of Understanding is to authorize the City Attorney of the City and the County Counsel of the County to cooperatively work together and engage expert consultants to assist them in

understanding and developing possible stadium financing options and related development, improvement and financial issues, ownership and operating frameworks, and to provide advice to their respective governing bodies.

- a. **Cooperative Activities.** In an effort to satisfy the purpose and intent of this Memorandum of Understanding, the City and the County hereby agree, as promptly and as reasonably practicable, to do the following:

- (a) Cooperatively retain consultants, including attorneys, with expertise in stadium financing and development matters, with each entity paying half of the costs, to work jointly with both entities to provide advice and consultation on stadium financing options and related development, improvement and financial issues, ownership and operating frameworks;

- (b) The City and the County will both be parties to the retention agreement with each firm, company, or individual, with each to be separately invoiced one-half of each bill;

- (c) The City and the County shall each contribute a total of not more than \$250,000 for the retention of a consultant or consultants under this Memorandum of Understanding;

- (d) Negotiate and execute agreements with private counsel and related experts to effectuate the terms of this MOU.

2. **Miscellaneous.**

- (a) Notwithstanding the provisions of this MOU, nothing herein shall bind the parties with respect to the expenditure of public funds or to any future proposal for establishment of any agreement for the financing or development of a stadium project in the City or the County.

- (b) In implementing this MOU, the parties shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies. The City and the County fully recognize the importance of and need to comply with all applicable requirements associated with approval of any future project, including applicable requirements of CEQA to the extent that those requirements are required by law and approval of discretionary permits to the extent that those requirements are required by law. The County understands and acknowledges that if a project is proposed in the future, the City likely will be the lead agency for purposes of CEQA to the extent that those requirements are required by law and will be responsible for complying with all applicable legal requirements. The City and the County do not, by this MOU, commit to the approval of any project and do not in any way delegate or waive its discretion in making future decisions regarding any project.

- (c) This MOU shall be governed by and construed according to the laws of California.

(d) This MOU may be terminated by either party at any time by its respective governing body or authorized officials. Subject to the written agreement of the City Attorney and the County Counsel, upon termination of this MOU, the outside counsel and related experts may be authorized to represent one of the parties in ongoing or future stadium related matters.

CITY OF SAN DIEGO

COUNTY OF SAN DIEGO

By: _____
Mayor

By: _____
Chairman, County Board of Supervisors