

CITY OF SAN DIEGO
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING

[N. Harbor Drive]

THIS CITY OF SAN DIEGO INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of San Diego Real Estate Assets Department ("READ"), the City of San Diego Fire-Rescue Department ("SDFD"), and the City of San Diego Public Utilities Department ("PUD"), to be effective on the last date signed by the parties (the "Effective Date"), as follows:

RECITALS

- A. READ has management authority over that certain 22.84 acres (994,910.4 square feet) of City-owned property (the "Property") located north of North Harbor Drive, between McCain Road and Kincaid Road, San Diego, CA, 92101 (APN 450-790-29) and more particularly described in **Exhibit A: Property**, attached hereto. The Property is currently used by SDFD and SDPD.
- B. READ, SDFD and PUD entered into an Interdepartmental Memorandum of Understanding for PUD's use of a portion of the Property to construct and operate a Demonstration Plant for its Pure Water Program, effective January 6, 2020 ("2020 MOU").
- C. PUD no longer desires to construct and operate a Demonstration Plant on a portion of the Property. READ, SDFD and PUD have agreed to delete the 2020 MOU in its entirety and enter into a new MOU, subject to the terms and conditions below.
- D. It is the intention of the various departments that as of August 1, 2027, the Property shall be transferred to PUD subject to the successful relocation of the San Diego Fire-Rescue and Police Training Academies and availability of funding to reimburse the General Fund for the market value of the City Property.

TERMS AND CONDITIONS

- 1. **Property**: 22.84 acres (994,910.4 square feet) of City-owned property ("Property") located north of North Harbor Drive, between McCain Road and Kincaid Road, San Diego, CA, 92101 (APN 450-790-29) and more particularly described in **Exhibit A: Property**, attached hereto. The Property is currently used by SDFD.
- 2. **Term**. The term of this MOU ("Term") shall commence on the Effective Date ("Commencement Date") and shall terminate on July 31, 2027.
- 3. **Rent**. No rent shall be due.
- 4. **Risk**. PUD shall bear all risks, liability and costs arising out of or in any manner directly or indirectly connected with PUD's use of the Area of Use and any damages to the improvements on, under or in the vicinity of the Area of Use resulting directly or indirectly

thereby. PUD accepts and assumes all risk of harm to all persons and property, and shall be solely responsible therefor.

5. Access. Throughout the term of this MOU, PUD may be granted access over portions of the Property as required for planning and design investigations including, but not limited to, permitting, preliminary design, surveys, geotechnical investigations, utility locating and potholing, environmental surveys, environmental assessments, hazardous materials testing, assessment, and abatement, and other site investigations.
6. Access Notice. Prior to accessing the Property, PUD must provide SDFD's Deputy Fire Chief of Logistics (currently Deputy Fire Chief James Gaboury), a minimum of three (3) business days advance written notice with a description of the activities intended to be performed and the location(s). SDFD will have three (3) business days to provide written approval, or disapproval with alternate proposed access dates, for said access. Copies of the notice and the approval shall be sent simultaneously to READ.

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

Date: July 7, 2021

City of San Diego Public Utilities Department

By: Shauna Lorance
Shauna Lorance
Director, Public Utilities

Date: 7/14/2021

City of San Diego Fire-Rescue Department

By: Colin Stowell
Colin Stowell
Fire Chief

Date: 7/14/2021

City of San Diego Real Estate Assets Department

By: Penny Maus
Penny Maus
Director, Real Estate Assets

Exhibit A: Property

Exhibit A: Property

APN 450-790-29

