

CITY OF SAN DIEGO
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING
(1449 Ninth Street, San Diego, CA 92101)

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") and the City of San Diego Police Department's SWAT Unit ("SWAT"), to be effective as of August 5, 2020 (the "Effective Date"), as follows:

RECITALS

- A. READ has management authority over that certain City-owned property (the Property) located at 1449 Ninth Street, San Diego, CA, 92101. The City Property is currently vacant.
- B. SWAT requires use of a portion of the Property to conduct training exercises for San Diego Police Officers. These exercises are needed to facilitate and support public safety for the citizens of San Diego. Because vacant buildings are an attractive nuisance and may pose a safety risk, this interim use of the Property by SWAT benefits all parties by creating a law enforcement presence at the Property, while it is being processed for sale.
- C. READ acknowledges and consents to SWAT's occasional use of a portion of the Property under the terms of this MOU.

TERMS AND CONDITIONS

- 1. Area of Use. Use of the Property will include but not be limited to administrative offices, computer room, storage room, and multi-purpose rooms on the first floor, dining room and kitchen on the second floor, as well as various apartments. However, SWAT will NOT have access to the following areas: Rooms 103, 115 and Room 117, the 1st, 2nd and 3rd floor Utility Closets, and Sub-Level East Basement Area.
- 2. Use. SWAT may use the Area of Use for the purpose of conduct tactical training exercises, which include scenario-based training to recreate common SWAT missions.
- 3. Term. This MOU ("Term") shall commence on the Effective Date of this MOU and shall terminate on **November 1, 2020**.
- 4. Access to City Property. The Property may be used by SWAT on an as-needed basis, generally between the hours of 7am-7pm. Prior to accessing the City Property, SWAT must provide READ a minimum of three (3) business days advance written notice. Notice should be emailed to Mary Carlson, Asset Manager at mmcarlson@sandiego.gov. READ will have two (2) business days to provide written approval, or disapproval with alternate proposed access dates, for said access.
- 5. Risk. SWAT shall bear all risks, liability and costs arising out of or in any manner directly or indirectly connected with SWAT'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. SWAT accepts and assumes all risk of harm to all persons and property and shall be solely responsible therefor.

6. Maintenance of the Property. After each use of the Property by SWAT, SWAT shall ensure that the Area of Use is not damaged from SWAT activities, is free from debris, and is in a decent, safe, healthy and sanitary condition, to READ's satisfaction.

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

Date: 07/30/20

City of San Diego Police Department

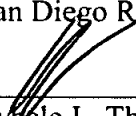
By: 

LT. Bill Brown

SWAT Commanding Officer

Date: 8/5/20

City of San Diego Real Estate Assets Department

By: 

Cybele L. Thompson

Director, Real Estate Assets