



THE CITY OF SAN DIEGO

March 20, 2001

Mr. William D. Gore, Special Agent
Federal Bureau of Investigation - San Diego Division
9797 Aero Drive
San Diego, CA 92123

Reference: 9797 Aero Drive - Federal Bureau of Investigation and S.D. Police Department

LETTER AGREEMENT

Dear Mr. Gore:

This Letter Agreement sets forth our understanding of the intention of the parties with respect to the terms and conditions upon which the Federal Bureau of Investigation (FBI) desires to allow the City of San Diego Police Department to utilize a portion of its leased space. Below are the terms and conditions:

1. Premises: The FBI agrees to sublet a portion of its leased space to the San Diego Police Department that real property located at 9797 Aero Drive, San Diego, California 92123, consisting of approximately 2,000 square feet of industrial office space.
2. Term: The term of the Letter Agreement is for one year commencing April 1, 2001, and shall continue on a month to month basis unless either party provides a thirty-day prior written notice to terminate this tenancy and vacate the Premises.
3. Rent: The San Diego Police Department will be occupying the Premises on a rent-free basis and will not be obligated to pay rent or any operating expenses incurred by the FBI during the term of this Letter Agreement or any extensions thereof.
4. Maintenance: The FBI will continue to be solely responsible for the cost of maintaining the Premises as outlined in its agreement with the Landlord.
5. Hold Harmless: The FBI, as an agency of the U.S. Government, is self-insured and will, pursuant to the terms and provisions of the Federal Tort Claims Act (Title 28, U.S.C., Sections 1346 (b), 2671-2680) assume financial responsibility for any claims for personal or property damage, including death, caused by the negligent or wrongful acts of FBI employees in the scope of their employment to officers, employees, and agents of the City of San Diego arising directly or indirectly out of the obligations undertaken in connection with this Letter Agreement except claims arising through the sole negligence or willful misconduct of the City of San Diego.



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



IN WITNESS WHEREOF, this Letter Agreement is executed by City, acting by and through its City Manager, and by the Federal Bureau of Investigation, acting by and through its lawfully authorized officers.

AGREED AND ACCEPTED:

The Federal Bureau of Investigation,
San Diego Division

By: William D. Gore
William D. Gore, Special Agent
in charge of the San Diego Division

AGREED AND ACCEPTED:

The City of San Diego, a California municipal
corporation

By: Jane E. Vickers
Jane E. Vickers, Deputy Director
Real Estate Assets Department 4-17-01

APPROVED AS TO FORM AND LEGALITY this 18th day of April, 2001.

CASEY GWINN, City Attorney

By: Debra J. Bevier
Debra J. Bevier, Deputy City Attorney

DLM

H:\WPWDATA\FBILetterAgreePD.wpd

