

ORIGINAL

OCCUPANCY AND USE AGREEMENT

**THE CITY OF SAN DIEGO POLICE DEPARTMENT
AND
THE UNITED STATES MARSHALS SERVICE
SOUTHERN DISTRICT OF CALIFORNIA**

**101 WEST BROADWAY, SUITE 450
SAN DIEGO, CA 92101**

Occupancy and Use Agreement

This Occupancy and Use Agreement, hereinafter the "Agreement", is entered into by and between the United States Marshals Service, hereinafter the "Government" or the "USMS", and the City of San Diego, hereinafter the "City", and collectively, the "Parties". Following are the terms and conditions under which the Government will allow the City of San Diego Police Department, hereinafter the "SDPD", to occupy and use a portion of office space currently leased by the USMS:

1. Premises: The USMS agrees to provide the SDPD a portion of the space leased by the USMS in that real property located at 101 West Broadway, Suite 450, San Diego, California 92101, consisting of approximately 10,000 square feet, hereinafter the "Premises".
2. Use: The Premises will be occupied and used by the SDPD's Special Investigations Unit, Team II in the course of its employment as an operational component of the Violent Crimes Task Force.
3. Term: SDPD's occupancy and use of the Premises shall be on a month-to-month basis, commencing on the first day of the calendar month following execution of this Agreement by the City's Real Estate Assets Director on behalf of the City's City Manager, and shall be cancelable by either Party upon thirty days advance written notice to the other Party.
4. Rent: The SDPD will occupy and use the Premises on a rent-free basis and shall not be obligated to pay rent or any operating expenses incurred by the USMS during the Term of this Agreement.
5. Construction costs: The USMS agrees to provide for the construction cost of new, built-out office space at the Premises, including workstations and/or cubicle walls.
6. Maintenance: The USMS will continue to be solely responsible for the cost of maintaining the Premises, including janitorial services and security systems, as outlined in that certain and separate Lease Agreement that the USMS previously entered into with its Landlord.
7. Parking: The USMS agrees to provide secure parking spaces for SDPD employees at no cost to the SDPD.
8. Moving and Utilities: The USMS agrees to pay all moving costs, the cost of initial installation of telephone and LAN lines to be used by the SDPD and the cost of all utilities, except that the SDPD will pay for the monthly telephone and LAN service charges it incurs.

9. Hold Harmless: The USMS, 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 or liability for personal or property damage or injury, including death, occurring on the Premises or any part thereof, caused by the negligent or wrongful acts of USMS employees in the scope of their employment, to officers, agents or employees of the City of San Diego, or to any other person, arising directly or indirectly out of the obligations undertaken in connection with this Agreement, and agrees to hold the City harmless from any claims for damages arising out of the City's occupancy and/or use of the Premises, excepting any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its officers, agents or employees.

IN WITNESS WHEREOF, this Agreement is executed by the City, acting by and through its Real Estate Assets Director on behalf of its City Manager, and by the Government, acting by and through its lawfully authorized officers.

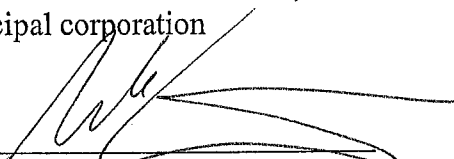
THE UNITED STATES MARSHALS SERVICE,
Southern District of California

Date: 1-20-04

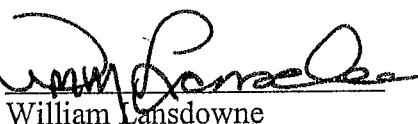
By: 
David Bejarano
United States Marshal

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: JAN 09 2004

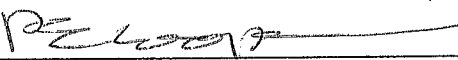
By: 
William T. Griffith
Real Estate Assets Director

Date: 1-13-04

By: 
William Lansdowne
Chief of Police

APPROVED AS TO FORM AND LEGALITY this 14th day of January, 2004

CASEY GWINN, City Attorney

By: 
Paul E. Cooper
Deputy City Attorney