

OCCUPANCY AGREEMENT

BETWEEN

THE CITY OF SAN DIEGO

AND

CITY OF SAN DIEGO POLICE DEPARTMENT

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OCCUPANCY AGREEMENT FOR WORLD TRADE CENTER SAN DIEGO

THIS Occupancy Agreement ("Agreement") dated, for reference purposes only, July 1, 2002, is executed between the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called ("CITY") and CITY OF SAN DIEGO POLICE DEPARTMENT, hereinafter called ("DEPARTMENT") which is granted for the consideration hereinafter recited:

CITY agrees to permit DEPARTMENT to use space at World Trade Center to conduct DEPARTMENT's business as follows:

1. Location. World Trade Center San Diego, hereinafter called "Building" located at 1250 Sixth Avenue, San Diego, California.
2. Occupied. A portion of the 2nd floor, also known as Suite No. 231, hereinafter called "Premises" consisting of approximately 140 square feet as shown on the attached floor plan as Exhibit A.
3. Use of Premises. The use of the Premises shall be limited to general office usage for counseling of Police Department personnel and other related uses as may be approved in writing in advance by the City Manager.
4. Term of Agreement. The term of this Agreement shall be month-to-month commencing July 1, 2002.
5. Early Termination. This Agreement may be terminated by CITY or DEPARTMENT with thirty (30) days prior written notice to either party.
6. Relocation. Upon sixty (60) days prior written notice, CITY reserves the right to relocate DEPARTMENT at CITY'S expense, to alternative and reasonably comparable office space within the Building.
7. Rent. Monthly rent for the Lease term will be waived in lieu of DEPARTMENT being a City Department within the City of San Diego municipality.
8. Services. Services and uses included:
 - a. exclusive right to occupy space identified in Section 2;
 - b. non-exclusive right to utilize common areas including reception area, conference rooms (subject to prior reservation and any applicable fees), hallways, walkways, and restrooms;

- c. utilities during normal business hours as defined by CITY;
 - d. janitorial services five nights per week; and
 - e. listing in lobby directory, if available.
9. Accident Reports. DEPARTMENT shall report to CITY any accident causing more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information
10. Prohibited Uses. DEPARTMENT may not do the following, unless approved in writing in advance by CITY: (a) utilize the Premises for anything but the use stated in Paragraph 3; (b) make any alterations or changes to the Premises; (c) effect any repairs to the Premises amounting to more than five thousand dollars (\$5,000) per instance; (d) suffer or permit any liens or encumbrances to be placed on the Building; (e) operate or utilize any machine or device which results in excess use of utilities; (f) utilize the Premises in any manner which may create a health, safety, or fire hazard; (g) fail to obey the Building's Rules and Regulations, which may be changed from time to time (a copy of which is made a part of this Lease as Exhibit "B");
11. Keys. CITY shall supply keys to DEPARTMENT for the Premises. DEPARTMENT may not duplicate keys. DEPARTMENT must apply to the CITY for additional keys or replacement keys (at a charge of \$10.00 per key), but if DEPARTMENT loses a key, DEPARTMENT takes the risk of the finder. If DEPARTMENT desires, the lock can be changed, by CITY only, at the expense of the DEPARTMENT. If the lost key affects access to other tenants, CITY may change the lock and charge the DEPARTMENT for all costs associated with changing of locks. DEPARTMENT shall return all keys to the office of the Building Manager upon termination of occupancy.
12. Possession by Department. CITY has made no promise to alter or improve the Premises or made any representation concerning the condition thereof. By taking possession of the Premises, DEPARTMENT acknowledges the Premises are in good order and condition and agrees to take possession "as is." DEPARTMENT will maintain the Premises in good condition and repair, and will not cause or permit the Premises to be damaged or defaced. DEPARTMENT will make no alterations or additions to the Premises without CITY's prior written consent. DEPARTMENT will return the Premises and any furniture contracted for hereunder at the expiration of the term (or, when appropriate, at the end of each usage) in as good condition and repair as when DEPARTMENT received the Premises or such furniture, as the case may be, normal wear and tear excepted.

13. Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to DEPARTMENT to have any necessary maintenance work done at the expense of DEPARTMENT hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition.
14. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by DEPARTMENT without prior written approval by the City Manager. Further, DEPARTMENT agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve DEPARTMENT of any obligation under this Agreement to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations.
15. Compliance with Law. DEPARTMENT shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at DEPARTMENT's sole cost and expense. In addition, DEPARTMENT shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
16. Hazardous/Toxic Waste. For the purposes of this Agreement and this provision, a release of hazardous substances shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

If DEPARTMENT knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Premises, DEPARTMENT shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if DEPARTMENT knows or has reasonable cause

to believe that such substance is an imminent and substantial danger to public health and safety, DEPARTMENT shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. DEPARTMENT will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, DEPARTMENT shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

17. Asbestos Disclosure. CITY discloses to DEPARTMENT that portions of the structural components of the Premises may contain asbestos. DEPARTMENT acknowledges having received notice from CITY of the presence of such asbestos in accordance with Health and Safety Code Section 25915. DEPARTMENT shall disclose to the appropriate parties the existence of asbestos on the leased Premises, as required by Health and Safety Code Section 25915.

18. Asbestos.

- a. Improvement and Repair - CITY and DEPARTMENT agree that the party who undertakes the improvements and repairs, as provided for in this Agreement, shall also be responsible for any asbestos removal, management or containment and all asbestos costs associated with such improvements.
- b. General Guidelines - Such asbestos removal or management shall be conducted in accordance with all applicable laws and as approved by CITY.

CITY reserves the right to inspect any work undertaken by DEPARTMENT pursuant to this Agreement and to station supervisory personnel at the work site, at CITY's sole discretion, to ensure that DEPARTMENT's obligations are carried out. Both parties shall coordinate any repair and improvements with each other and, except in the event of an emergency, the party undertaking a repair shall provide prior written notice to the other within fifteen (15) days of undertaking said repair.

- c. Asbestos Disturbance - The DEPARTMENT or CITY shall be responsible for all costs relating to any disturbance of asbestos-containing materials caused by their respective action.

19. Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to DEPARTMENT at the Premises or at such other address designated in writing by DEPARTMENT; and to CITY as follows:

Real Estate Assets Department
1200 Third Avenue, Suite 1700
M.S. 51A
San Diego, CA 92101

- b. Any party entitled or required to receive notice under this Agreement may by like notice designate a different address to which notices shall be sent.

20. Common Areas

- a. Definition - The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Building, and all interior utility raceways within the Premises that are provided and designated by the CITY from time to time for the general non-exclusive use by CITY, DEPARTMENT and other lessees of the Building.
- b. Department's Rights - CITY hereby grants to DEPARTMENT during the term of this Agreement, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by CITY under the terms hereof or under the terms of any rules and regulations or right to store any property, temporarily or permanently, in the Common Areas.
- c. Rules and Regulations (see Exhibit B) - CITY or such other person(s) as CITY may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations with respect thereto. DEPARTMENT agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. CITY shall not be responsible to DEPARTMENT for the non-compliance with said Rules and Regulations by other lessees of the Building.
- d. Changes - CITY shall have the right, in CITY's sole discretion, from time to time:
 - i. to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking area, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
 - ii. to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

- iii. to add additional improvements to the Common Areas;
 - iv. to use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Building or any portion thereof; and
 - v. to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Building as CITY may, in its exercise of sound business judgement, deem to be appropriate.
21. Assignment and Subletting. DEPARTMENT shall not assign this Agreement or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of DEPARTMENT use or occupy the Premises or any part thereof, without the prior written consent of the City Manager, or his designee, in each instance. A consent to agreement, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting without such consent shall be void and shall, at the option of CITY, terminate this Agreement. This DEPARTMENT shall not, nor shall any interest therein, be assignable as to the interest of DEPARTMENT by operation by law, without the written consent of the City Manager, or his designee.
- “Assignment” for the purposes of this clause shall include any transfer of any ownership interest in this Agreement by DEPARTMENT or by any partners, principals, or stockholders, as the case may be, from the original DEPARTMENT, its general partners, or principals.
22. CITY Approval. The approval or consent of CITY, wherever required in this Agreement, shall mean the written approval or consent of the City Manager, or his designee, unless otherwise specified.
23. Drug free Workplace. DEPARTMENT shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug free workplace by doing all of the following:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.

- ii. the DEPARTMENT's policy of maintaining a drug free workplace.
 - iii. any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. the penalties that may be imposed upon employees' for drug abuse violations.
- c. DEPARTMENT shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provision of a drug free workplace. DEPARTMENT and sublessees shall be individually responsible for their own drug free workplace programs.

24. Disabled Access Compliance. DEPARTMENT agrees to comply with Title 24 of the California Code of Regulations (Building Code) as defined in California Health and Safety Code (Title 24), the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. DEPARTMENT's compliance shall include but not necessarily be limited to the following:

- a. DEPARTMENT shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of DEPARTMENT.
- c. DEPARTMENT shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, DEPARTMENT shall comply with CITY's disabled access requirements by bringing up to code and making accessible any areas of the Premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost to DEPARTMENT.
- e. DEPARTMENT shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. DEPARTMENT and sublessee shall be individually responsible for their own ADA employment programs.

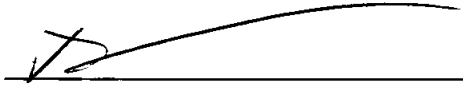
DEPARTMENT understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

25. Signature Page.

IN WITNESS WHEREOF, this Lease is executed by CITY, acting by and through its City Manager, and by DEPARTMENT, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO, a California
municipal corporation

Date 5-27-03

By 
Tim C. Rothans, Deputy Director
Real Estate Assets Department

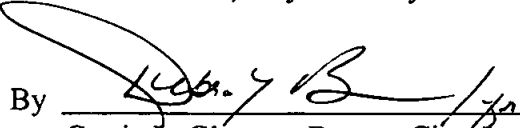
CITY OF SAN DIEGO POLICE DEPARTMENT

Date 4/23/03

By 
John Welter
Executive Assistant Chief

APPROVED AS TO FORM AND LEGALITY this 27th day of June, 2003.

CASEY GWINN, City Attorney

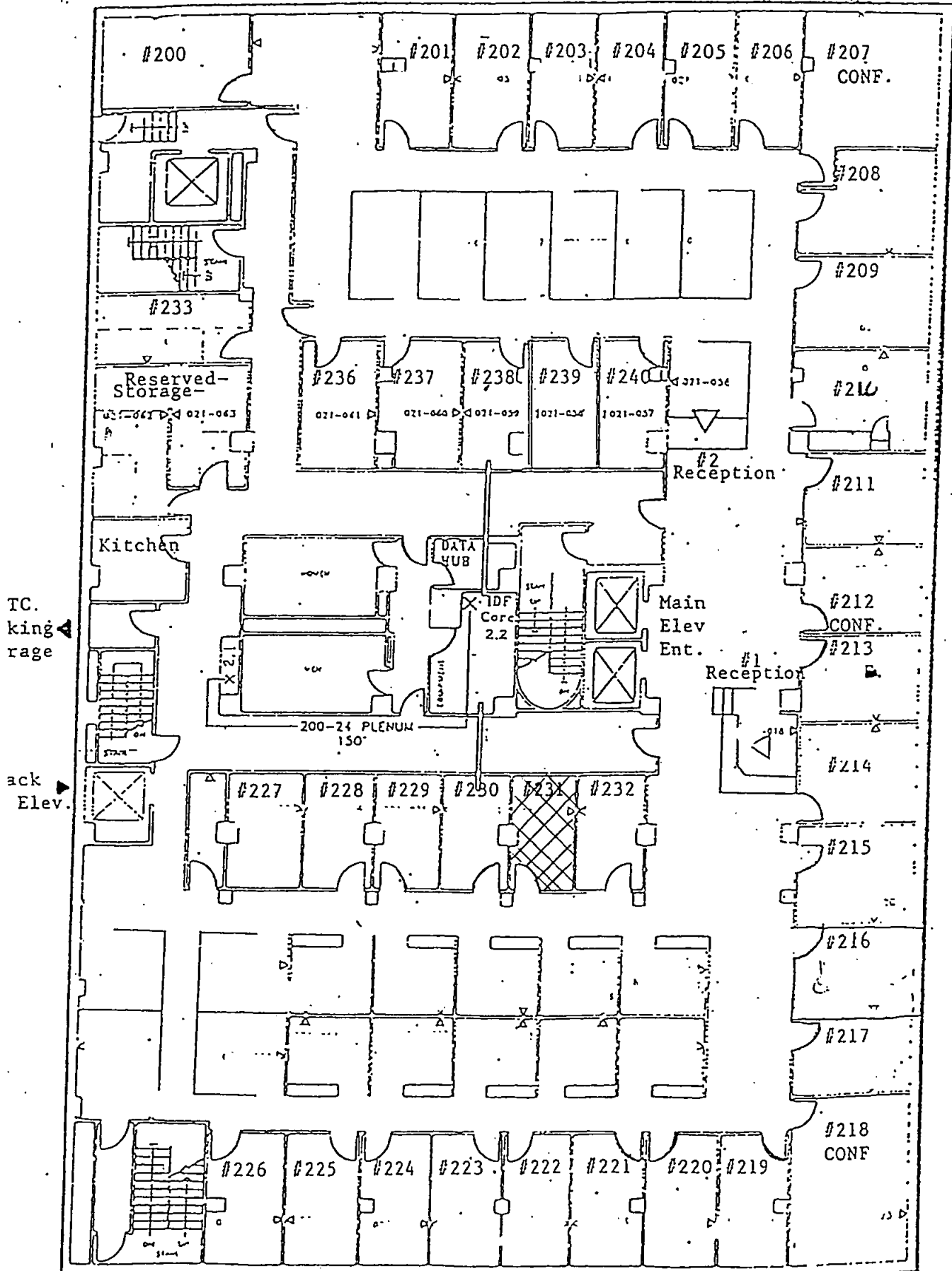
By 
Carrie L. Gleeson, Deputy City Attorney

CAN/cdj

01/10/03

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EXHIBIT "A" THE WORLD TRADE CENTER
SECOND FLOOR



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Bldg

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LN

EXHIBIT B

RULES AND REGULATIONS

The sidewalks, entrances, halls, corridors, elevators and stairways of the Building and Premises shall not be obstructed or used as a waiting or lounging place by any DEPARTMENT, their agents, servants, employees, invitees, licensees and visitors. All entrance doors leading from any Premises to the hallways are to be kept closed at all times.

1. CITY reserves the right to refuse admittance to the Building between the hours of 5:30 p.m. and 7:00 a.m., Monday through Friday and all day Saturday and Sunday to any person not producing both a key to a leased premises and/or a pass issued by CITY. In case of invasion, riot, public excitement or other commotion, CITY also reserves the right to prevent access to the Building during the continuance of same. CITY shall in no case be liable for damages for the admission or exclusion of any person to or from the Building. CITY reserves the right to exclude or expel from the Building any person who, in CITY's judgement, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
2. CITY will furnish DEPARTMENT with keys to each door lock on the Premises, and CITY may make a reasonable charge for any additional keys and access cards requested by DEPARTMENT. DEPARTMENT shall not have any keys made for the Premises; nor shall DEPARTMENT alter any lock, or install new or additional locks or bolts, on any door without the prior express written approval of CITY. In the event of such alteration for installation approved by CITY, DEPARTMENT shall supply CITY with a key for any such lock or bolt. DEPARTMENT, upon the expiration or termination of its occupancy, shall deliver to CITY all keys and access cards in DEPARTMENT's possession for all locks and bolts in the Building and in the event of loss of any keys or cards so furnished, shall pay CITY therefor. If all keys are not returned to CITY at the office of the Building Manager upon DEPARTMENT Agreement expiration, then DEPARTMENT will be charged \$10.00 per key.
3. In order that the Building may be kept in a state of cleanliness, DEPARTMENT shall during the term of each respective Agreement, permit CITY's employees (or CITY's agent's employees) to take care of and clean the Premises and DEPARTMENT shall not employ any person(s) other than CITY's employees (or CITY's agent's employees) for such purpose. DEPARTMENT shall not cause any unnecessary labor by reason of such DEPARTMENT's carelessness or indifference in the preservation of good order and cleanliness of the Premises. In the event DEPARTMENT must dispose of crates, boxes, etc. which will not fit into office waste paper baskets, it will be the responsibility of DEPARTMENT to dispose of same. In no event shall DEPARTMENT set such items in the public hallways or other areas of the building or garage facility, excepting

DEPARTMENT's own Premises, for disposal. DEPARTMENT shall store all of its trash and garbage within its Premises or in any other facilities provided by CITY. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by CITY.

4. CITY reserves the right to prescribe the date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall be delivered to or removed from the Building, except by experienced safe men, movers or riggers approved in writing in advance by CITY. All damage done to the Building by the delivery or removal of such items, or by reason of their presence in the Building, shall be paid to CITY, immediately upon demand, by DEPARTMENT by, through, or under whom such damage was done. There shall not be used in any space, or in the public halls of the Building, either by DEPARTMENT or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires. The Building freight elevator(s) shall be available for use by all Department's in the Building, subject to such reasonable scheduling as CITY, in its discretion, shall deem appropriate. DEPARTMENT's initial move-in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall, unless otherwise agreed in writing by CITY, be made during the hours of 5:30 p.m. to 7:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No delivery shall be made which impede or interfere with other Departments, Lessees or the operations of the Building.
5. The walls, partitions, skylights, windows, doors and transoms that reflect or admit light into passageways or into any other part of the Building shall not be covered or obstructed by DEPARTMENT.
6. The toilet rooms, toilets, urinals, wash bowls and water apparatus shall not be used for any purpose other than for those for which they were constructed or installed, and no sweepings, rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from violation(s) of this rule shall be borne by DEPARTMENT by whom, or by whose agents, employees, invitees, licensees or visitors, such breakage, stoppage or damage shall have been caused.
7. No sign, name, placard, advertisement or notice visible from the exterior of the Premises, shall be inscribed, painted or affixed by DEPARTMENT on any part of the Building without the prior written approval of CITY. All signs or letterings on doors, or otherwise, approved by CITY shall be inscribed, painted or affixed at the sole cost and expense of DEPARTMENT, by a person approved by CITY. A directory containing the names of all DEPARTMENTs and Lessees in the Building shall be provided by CITY at an appropriate place on the first floor of the Building.

8. No signaling, telegraphic or telephonic instruments or devices, burglar alarm systems or similar service, or other wire, instruments or devices, shall be installed in connection with the Premises without the prior written approval of CITY. Such installations, and the boring or cutting for wires, shall be made at the sole cost and expense of the DEPARTMENT and under the control and direction of CITY. CITY retains, in all cases, the right to require (i) the installation and use of such electrical protecting devices that prevent the transmission of excessive currents of electricity into or through the Building; (ii) the changing of wires and of their installation and arrangement underground or otherwise as CITY may direct; and (iii) compliance on the part of all using or seeking access to such wires with such rules as CITY may establish relating thereto. All such wires used by DEPARTMENT must be clearly tagged at the distribution boards and junction boxes and elsewhere in the Building, with (i) the number of the Premises to which said wires lead; (ii) the purpose for which said wires are used; and (iii) the name of the company operating same.
9. DEPARTMENT, its agents, servants or employees, shall not (i) go on the roof of the Building; (ii) use any additional method of heating or air conditioning the Premises; (iii) sweep or throw any dirt or other substance from the Premises into any of the halls, corridors, elevators, or stairways of the Building; (iv) bring in or keep in or about the Premises any vehicles or animals of any kind; (v) install any radio or television antennae or any other device or item on the roof, exterior walls, windows or window sills of the Building; (vi) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building; (vii) use the Premises for any manufacturing, storage or sale of merchandise or property of any kind; (viii) cause or permit unusual or objectionable odor to be produced or permeate from the Premises, including, without limitation, duplicating or printing equipment fumes; or (ix) install or operate any vending machines in the Premises without the prior written consent of CITY. DEPARTMENT, its agents, servants and employees, invitees, licensees, or visitors shall not permit the operation of any musical or sound producing instruments or device which may be heard outside the Premises, building, or garage facility, or which may emit electrical waves which will impair radio or television broadcast or reception from or into the building.
10. DEPARTMENT shall not store or use in the Premises the (i) ether, naphtha, phosphorous, benzol, gasoline, benzine, petroleum, crude or refined earth or coal oils, flashlight power, kerosene or camphene; (ii) any other flammable, combustible, explosive or illuminating fluid, gas or material of any kind; or (iii) any other fluid, gas or material of any kind having an offensive odor, without the prior written consent of CITY.
11. No canvassing, soliciting, distribution of hand bills or other written material, or peddling shall be permitted in the Building, and DEPARTMENT shall cooperate with CITY in presentation and elimination of same.

12. DEPARTMENT shall give CITY prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electrical facilities or any part or appurtenances of the Premises.
13. If any Premises become infested with vermin, the DEPARTMENT, at its sole cost and expense, shall cause its premises to be exterminated from time to time to the satisfaction of the CITY and shall employ such exterminators as shall be approved by CITY.
14. No curtains, blinds, shades, screens, awnings or other coverings or projections of any nature shall be attached to or hung in, or used in connection with any door, window or wall of the Premises of the Building without the prior written consent of CITY.
15. DEPARTMENT shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designated to carry and which is allowed by law. CITY shall have right to prescribe weight, size and position of all equipment, materials, furniture or other property brought into the building. Heavy objects shall, if considered necessary by CITY, stand on such platform as determined by CITY to be necessary to properly distribute the weight, which platform shall be provided at DEPARTMENT's expense. Business machines and mechanical equipment belonging to DEPARTMENT, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to CITY or to any Department in the Building, shall be placed and maintained by DEPARTMENT, at DEPARTMENT's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. CITY will not be responsible for loss of, or damage to, any such equipment or other property for any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of DEPARTMENT.
16. DEPARTMENT shall not waste electricity, water or air conditioning and agrees to cooperate with CITY to assure the most effective operation of the building's heat and air conditioning and to comply with the governmental energy saving rules, laws or regulations of which DEPARTMENT has actual notice, and shall refrain from attempting to adjust controls. DEPARTMENT shall keep corridors closed, shall keep window coverings closed at the end of each business day.
17. CITY shall have the right to prohibit any advertising by DEPARTMENT which, in CITY's opinion, tends to impair the reputation of CITY or of the Building, or its desirability as an office building for existing or prospective Lessees who require the highest standards of integrity and respectability, and upon written notice from CITY, DEPARTMENT shall immediately refrain from or discontinue such advertising.
18. Whenever the word "DEPARTMENT" occurs, it is understood and agreed that it shall also mean DEPARTMENT's associates, employees, agents and any other person entering

the building or the Premises under the express or implied invitation of DEPARTMENT. DEPARTMENT shall cooperate with CITY to assure compliance by all such parties with the Rules and Regulations.

19. CITY reserves the right to make reasonable amendments, modifications and additions to the Rules and Regulations heretofore set forth, and to make additional reasonable rules and regulations, as in CITY's sole judgement may from time to time be needed for the safety, care, cleanliness and preservation or good order of the Building.
20. A request by DEPARTMENT will be attended to only upon application at the office of the Building. Employees of CITY shall not perform any work or do anything outside of their regular duties unless under special instructions from CITY, and no employee will admit any person (DEPARTMENT or otherwise) to any leased or occupied Premises without specific instructions from CITY.
21. CITY shall have the right, exercisable without notice and without liability to DEPARTMENT, to change the name and the street address of the Building of which the Premises are a part. CITY will pay for all reasonable cost incurred by DEPARTMENT as a result of changing the street address of the Building unless the change is requested by an authorized governmental agency.
22. DEPARTMENT shall not obtain for use upon the Premises ice, towel or other similar services or accept barbering or bootblacking services on the Premises, except from persons authorized by CITY and at the hours and under regulations fixed by CITY.
23. CITY may waive any one or more of these Rules and Regulations for the benefit of any Department, but no such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of DEPARTMENT or any other department or lessee nor prevent CITY from thereafter enforcing any such Rules and Regulations against any other department or lessee of the Building.
24. DEPARTMENT assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises secured. DEPARTMENT shall comply with all safety and fire protection evacuation procedures and regulations established by CITY or any governmental agency.
25. DEPARTMENT is required to accommodate, meet, and confer with any of their disabled patrons and visitors in the common area conference rooms available to all DEPARTMENTs on the first floor of the Building, subject to prior reservations.