



THE CITY OF SAN DIEGO

March 3, 2014

Mr. John Lee, Managing Director
Mr. Anthony Yun, Property Manager
JAMISON SERVICES, Inc.
1010 Second Ave. Suite 1700
San Diego, CA 92101

Hand Delivered

Reference: Fully Executed 6th Amendment to Lease, Executive Complex, LP and
The City of San Diego

Dear John and Tony:

Please find 2 (two) original fully executed 6th Amendment to Lease at 1010 Second Ave. by and between Executive Complex, LP and The City of San Diego. The City has retained one original for its files.

Thank you for your assistance in this matter to extend the lease at the Executive Complex with the City of San Diego.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Bennett".

Brad Bennett
Asset Manager

BB/cb

cc: Mr. John Lee, Managing Director
Jamison Services, Inc.
3424 Wilshire Blvd.
Los Angeles, CA 90010
(213)-201-1025

GSO Overnight w/o attachment

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Real Estate Assets Department

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

ORDINANCE NUMBER O- 20342 (NEW SERIES)

DATE OF FINAL PASSAGE JAN 30 2014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AND DIRECTING THE COUNCIL PRESIDENT, OR HIS DESIGNEE, TO EXECUTE AND DELIVER THAT CERTAIN SIXTH AMENDMENT TO LEASE, BETWEEN EXECUTIVE COMPLEX, LP, A CALIFORNIA LIMITED PARTNERSHIP COMPANY, AND THE CITY OF SAN DIEGO, WHICH AMENDMENT INCLUDES EXTENDING THE TERM OF THE LEASE AND ADJUSTING THE LEASE RENTAL RATE; AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE CERTAIN EXPENDITURES THEREFOR.

WHEREAS, the City of San Diego (City) entered into a lease, dated as of January 28, 1999, with Executive One Associates, an Illinois limited partnership (Original Landlord) for office space at 1010 Second Avenue, San Diego (Original Lease), in an office building commonly referred to as the Executive Complex. The Original Lease was amended by: (i) a First Amendment to Lease dated as of May 30, 2000; (ii) a Second Amendment to Lease dated as of May 26, 2000; (iii) a Third Amendment to Lease dated as of October 31, 2000; (iv) a Fourth Amendment to Lease dated as of November 30, 2001; (v) and a Fifth Amendment to Lease dated as of July 16, 2002; all by and between Original Landlord and City; and

WHEREAS, Executive Complex, LP, a California Limited Partnership Company (Current Landlord), became the successor in interest to the Original Landlord's interest in the Executive Complex and all leases therefor; and

WHEREAS, by separate Office Lease dated June 10, 2011, by and between Current Landlord and City ("Second Lease"), City also leased Suite 1500 in the Executive Complex; and

WHEREAS, the Original Lease, the five amendments to the Original Lease, and the Second Lease, are collectively referred to hereinafter as the "Lease."

WHEREAS, Current Landlord and City have agreed to amend the Lease to include: extending the Lease's term for an additional 72 months, commencing as of July 1, 2013, with a right to early terminate; adjusting the rental rate from \$1.65 per rentable square foot down to \$1.17 per rentable square foot, commencing as of July 1, 2013; providing for certain improvements to the leasehold area; providing up to \$10 per square foot for additional tenant improvements which will be amortized as additional rent over the term of the Lease at 6% per year; and providing the option of downsizing the City's space by up to 21,045 square feet beginning in January 2014; all as more fully set forth in the proposed Sixth Amendment to Lease; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego as follows:

Section 1. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized and directed to execute and deliver that certain Sixth Amendment to Lease between Executive Complex, LP, a limited partnership company, as landlord, and the City of San Diego, as tenant, and on file with the Office of the City Clerk as Document No.

OO- 20342

Section 2. That the Chief Financial Officer is authorized to appropriate and expend funds up to \$1,992,107.52 for rent in FY 2014, and as otherwise required by the Lease, as follows:

General Fund, Fund No. 100000 - - 85.60%;

Department of IT, Fund No. 200308 - - 7%;

Facilities Financing, Fund No. 200001 - - 5.65 %; and

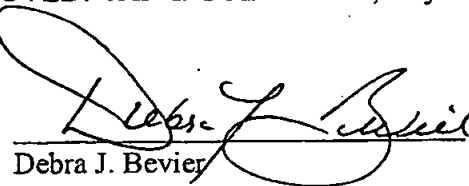
Local Enforcement Agency, Fund No. 200226 - - 1.75%.

Section 3. That a full reading of this ordinance is dispensed with prior to passage, since a written copy was made available to the City Council and the public prior to the day of passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Debra J. Bevier
Deputy City Attorney

DJB:mm

11/18/2013

Or.Dept.: Real Estate Assets Dept.

Doc. No. 671142_2

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 14 2014.

ELIZABETH S. MALAND
City Clerk

By


Deputy City Clerk

Approved pursuant to Charter section 265(i):

(date)

TODD GLORIA, Council President

Passed by the Council of The City of San Diego on JAN 14 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☒	☐	☐	☐
Kevin Faulconer	☒	☐	☐	☐
Todd Gloria	☐	☐	☒	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Marti Emerald	☒	☐	☐	☐

Date of final passage JAN 30 2014

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT
as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 10 2013

JAN 30 2014

, and on

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 20342

SIXTH AMENDMENT TO LEASE

-EXTENSION-

This SIXTH AMENDMENT TO LEASE ("Sixth Amendment") is made and entered into to be effective as of July 1, 2013, by and between EXECUTIVE COMPLEX LP, a California limited partnership ("Landlord"), and THE CITY OF SAN DIEGO, a California municipal corporation ("Tenant").

RECITALS:

A. Landlord's predecessor in interest, Executive One Associates, an Illinois limited partnership ("Original Landlord"), and Tenant entered into that certain OFFICE LEASE dated as of January 28, 1999 ("Original Lease"), as amended by: (i) that certain FIRST AMENDMENT TO LEASE dated as of May 30, 2000, by and between Original Landlord and Tenant; (ii) that certain SECOND AMENDMENT TO LEASE dated as of May 26, 2000, by and between Original Landlord and Tenant; (iii) that certain THIRD AMENDMENT TO LEASE dated as of October 31, 2000, by and between Original Landlord and Tenant; (iv) that certain FOURTH AMENDMENT TO LEASE dated as of November 30, 2001, by and between Original Landlord and Tenant; (v) that certain FIFTH AMENDMENT TO LEASE dated as of July 16, 2002, by and between Original Landlord and Tenant, whereby Original Landlord leased to Tenant and Tenant leased from Original Landlord certain office space located in that certain building located at 1010 Second Avenue, San Diego, California, 92101 ("Building"). Landlord is the successor-in-interest to Original Landlord.

B. In addition to the above, Tenant currently occupies Suite 1500 under that certain OFFICE LEASE dated June 10, 2011, by and between Landlord and Tenant ("Second Lease").

C. The Original Lease, as amended by the First Amendment to Lease, Second Amendment to Lease, Third Amendment to Lease, Fourth Amendment to Lease, and the Fifth Amendment to Lease, and the Second Lease shall be collectively referred to herein as the "Lease."

D. By this Sixth Amendment, Landlord and Tenant desire to: (i) extend the term of the Lease for seventy two (72) months and (ii) otherwise modify the Lease as provided herein.

E. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **Existing Premises.** Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant hereby acknowledge that Tenant currently leases from Landlord that certain office space in the Building containing a total of approximately 141,888 rentable square feet located on the third floor, fourth floor, fifth floor, sixth floor, eighth floor, ninth floor, tenth floor, eleventh floor, twelfth floor, thirteenth floor, fourteenth floor, fifteenth floor, and nineteenth floor of the Building and commonly known as Suites 300, 400, 500, 555, 600, 666, 800, 900, 1060, 1100, 1200, 1325, 1400, 1500, 1520, 1530, and 1900 (the "Premises"), as further described in the Lease.

Consistent with Section 2.1 of the Original Lease, in the event the Premises or Building square footage is re-measured at any time throughout the Lease Term or Extension Options, or differs from the stated square footage herein, the Lease terms shall be adjusted to produce the economic equivalent terms.

2. **Extended Lease Term.** The term of the Lease shall be adjusted, effective as of July 1, 2013 ("New Commencement Date"), to expire on June 30, 2019 ("New

Expiration Date”). The 72-month period from the New Commencement Date through the New Expiration Date shall be referred to herein as the “**Extended Term**.”

3. **Base Rent.** The monthly installment of Base Rent payable to Landlord, effective as of the New Commencement Date for the first twelve (12) months of the Extended Term shall be one hundred sixty six thousand eight and 96/100 Dollars (\$166,008.96) per month (or approximately \$1.17 per rentable square foot per month) and thereafter the monthly installment of Base Rent shall increase starting the thirteenth (13th) month by three percent (3%) as follows:

<i>Months</i>	<i>Rate per Rentable Square Foot</i>	<i>Monthly Installment of Base Rent</i>
1-12	\$1.17	\$166,008.96
13-24	\$1.21	\$170,989.23
25-36	\$1.24	\$176,118.91
37-48	\$1.28	\$181,402.47
49-60	\$1.32	\$186,844.55
61-72	\$1.36	\$192,449.88

4. **Base Year.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, the Base Year for the Extended Term shall be 2014.

5. **Tenant's Percentage Share.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant's Percentage Share of Operating Expenses during the Extended Term shall be 42.03%.

6. **Tenant Improvements.** Landlord, at Landlord's sole expense, shall:

- i) Within 45 days after the date Tenant signs this Sixth Amendment (“**Signature Date**”), meet with Tenant to organize and schedule the repainting of all the suites within the Premises using Building Standards. All repainting shall be completed by a date that shall be mutually agreed upon by Landlord and Tenant; said painting shall not be unreasonably delayed by either party.
- ii) Within 45 days after the Signature Date, meet with Tenant to inspect the condition of the carpet throughout the Premises. Using recognized industry standards, Landlord and Tenant shall: (1) determine which carpets need to be replaced and the timeline for said replacements, which in no event shall be later than 180 days after the Signature Date, provided that the cost of any carpet replacement shall come out of the Tenant Improvement Allowance described in Section 6.1 and not be a Landlord expense. Landlord agrees, if Tenant so elects, to order and manage the installation of any such carpet; and (2) determine which carpets are of such quality that the carpet is reasonably expected to maintain said quality throughout the Extended Term, normal wear and tear excepted, and organize and schedule the shampooing of the carpet, which in no event shall be later than 90 days after the Signature Date.
- iii) Within 45 days after the Signature Date, meet with Tenant to discuss the problems Tenant is experiencing/has experienced with the Building's HVAC system. Within 55 days after the Signature Date, Landlord will make commercially reasonable best efforts to repair and/or replace the HVAC system, or provide alternative measures, to ensure that all areas of all the Suites within the Premises are provided with adequate cooling, heating and ventilation to ensure proper health and safety conditions/concerns. Notwithstanding the foregoing, should the HVAC system fail to provide adequate cooling or heating to ensure proper health and safety conditions for City employees during the 55-day time period contemplated in this paragraph, Landlord shall immediately take all commercially reasonable actions, including providing alternative cooling or heating measures, to ensure the provision of adequate cooling or heating to all affected areas of the Premises.

- iv) Within 120 days after the Signature Date, repair and/or replace all restroom fixtures, as needed, to ensure that said fixtures are working properly and to remove barriers that could prevent access to restrooms and the restroom facilities when it is readily achievable to do so. To the extent that the restrooms and the restroom facilities are not up to current codes or otherwise compliant with all laws, Landlord shall protect, defend, indemnify, and hold Tenant and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Landlord's officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with Landlord's acts or omissions with respect to the restroom facilities that are not up to current codes or otherwise compliant with all laws, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that Landlord's duty to indemnify and hold Tenant harmless shall not include any established liability arising from the sole gross negligence or intentional misconduct of Tenant or its elected officials, officers, employees, representatives or agents.
- v) Within 120 days after the Signature Date, ensure that all stairwells are free from birds, bird waste, and other health and safety concerns, and reseal stairwell doors, as necessary, to ensure that the doors will safely close and seal the doorways.
- vi) Within 45 days after the Signature Date, meet with Tenant to discuss rodent and other pest problems within the Premises and set a schedule for regular rodent and pest maintenance. If needed, and in no event later than 50 days after the Signature Date, Landlord shall have its pest control service provider provide an off-schedule service visit, and shall thereafter continuously have its pest control service provider provide services on a basis that is necessary to ensure the eradication of rodents and pests from the Premises and to ensure the health and safety of Tenant.
- vii) Immediately upon the Signature Date, and continuously thereafter, adhere to the Janitorial Schedule attached to this Sixth Amendment as Exhibit A.

6.1 In the event Tenant needs additional funds for Improvements to the Premises, beyond those required of the Landlord, Landlord at Tenant's request shall provide up to \$10 per rentable square foot Tenant Improvement Allowance which shall be fully amortized throughout the initial Lease Term, at a 6% annualized interest rate, on a straight-line basis and remitted monthly as additional rent.

7. **Abatement Event.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, in the event Landlord: (i) fails to take any commercially reasonable required action under the Lease with regard to the repairs or maintenance to the Premises or Building, (ii) fails through its negligence to supply required utilities or services, or (iii) fails to provide Tenant with access to a material portion of the Premises or parking (all collectively referred to hereafter as "**Abatement Event**"), and such Abatement Event is noted and delivered in writing to Landlord, lasting longer than ten (10) continuous calendar days, then Tenant shall be entitled to the proportionally prorated abatement of Rent for the affected areas of the Premises from the date of commencement of the Abatement Event until the date that the Abatement Event has been rectified to the reasonable satisfaction of Tenant. Notwithstanding the foregoing, Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any required utilities or services, HVAC, or access when such failure is caused by accident, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, or any other cause beyond Landlord's reasonable control, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Base Rent and additional rent required under this Lease or constitute or be construed as a constructive or other eviction of Tenant.

8. **Contraction Right.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant shall have a continuing right to contraction options, along with any resulting decrease or adjustment of Rent and Tenant's Percentage

Share of Operating Expenses, on the following spaces under the Lease: i) Suite 666; (ii) Suite 1060; (iii) Suite 1325; (iv) Suite 1500; and (v) Suite 1900 (i.e., the entire 19th floor), with contraction effective anytime after December 31, 2013. Tenant shall provide at least three (3) month's prior written notice of its intention to contract. No Contraction Fee shall be payable by Tenant in connection with Tenant exercising any contraction right(s).

9. **Termination Right.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant shall have the right to terminate the Lease, along with all rights and obligations thereto, effective anytime after the end of the third (3rd) year of the Extended Term (the Termination Option). To exercise the Termination Option, Tenant shall provide Landlord at least six (6) months written notice prior to the effective date of termination.

10. **BID Council Lease.** Upon execution of this Sixth Amendment, Landlord shall enter into a termination agreement with Business Improvement District Council, a California 501(c)(6) nonprofit corporation ("**BID Council**"), to terminate that certain lease between Landlord and BID Council dated February 18th, 2011, for office space at 110 West C Street, Suite 2112, San Diego, CA 92101 ("**BID Council Lease**"). Landlord shall terminate the BID Council Lease effective as of June 30, 2013.

11. **Parking.** Per the Lease.

12. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Sixth Amendment, other than Jamison Services, Inc., a California corporation, for Landlord ("**Broker**"). Each party shall defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity, other than Broker, who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Sixth Amendment.

13. **Tenant Representations.** Each person executing this Sixth Amendment on behalf of Tenant represents and warrants to Landlord that: (a) Tenant is properly formed and validly existing under the laws of the state in which Tenant is formed and Tenant is authorized to transact business in the state in which the Building is located; (b) Tenant has full right and authority to enter into this Sixth Amendment and to perform all of Tenant's obligations hereunder; and (c) each person (and persons if more than one signs) signing this Sixth Amendment on behalf of Tenant is duly and validly authorized to do so.

14. **Defaults.** Landlord and Tenant, each, hereby represent and warrant to the other that, as of the New Commencement Date, Landlord and Tenant are in full compliance with all terms, covenants and conditions of the Lease and that there are no breaches or defaults under the Lease by Landlord or Tenant, and that neither party knows of any events or circumstance which, given the passage of time, would constitute a default under the Lease by either Landlord or Tenant.

15. **Equal Opportunity.** Landlord agrees that it shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Landlord shall provide equal opportunity in all employment practices. Landlord shall ensure that its agents and contractors comply with the law; however, nothing in this section shall be interpreted to hold Landlord liable for any discriminatory practices of its agents or contractors.

16. **Non-Discrimination.** Landlord shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Landlord shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Landlord understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in Lease termination, debarment, or other actions.

17. **Further Modification.** Except as set forth in this Sixth Amendment, all of the terms and provisions of the Lease shall apply to the Existing Premises and shall remain unmodified and in full force and effect. Effective as of the New Commencement

Date, all references to the "Lease" shall refer to the Lease as amended by this Sixth Amendment.

18. **Counterparts.** This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

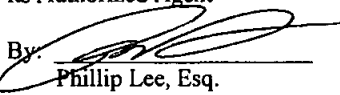
19. **Successors and Assigns.** The Lease, as amended hereby, shall apply to and bind Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to be effective as of the New Commencement Date.

LANDLORD:

EXECUTIVE COMPLEX LP,
a California limited partnership

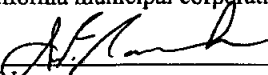
BY: JAMISON SERVICES, INC.,
a California corporation,
its Authorized Agent

By: 
Phillip Lee, Esq.
Executive Vice President

Date: _____

TENANT:

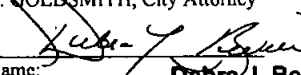
THE CITY OF SAN DIEGO,
a California municipal corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Date: 3/3/14

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

By: 
Name: Debra J. Bevier
Title: Deputy City Attorney

3/3/14

EXHIBIT A: JANITORIAL SCHEDULE

EXHIBIT A
JANITORIAL SCHEDULE



ABLE Value Plan
JANITORIAL CLEANING SPECIFICATIONS

Janitorial services will cover the specifications as follows and it is expected that all building areas will be maintained and the necessary spot cleanings performed to ensure the continued satisfaction of the Client and employee base. Services shall include, but not limited to, the following:

OFFICE AREAS (All Floors)

Nightly Services (Five (5) nights per week)

- Empty all waste receptacles. Clean, and reline when needed. Remove material to designated areas.
- Remove large centrally located recycling bins when full (*tenants will be responsible for emptying the desk side bins into the larger bins*) (see weekly).
- Vacuum all carpeted main traffic and common use areas, including conference rooms, reception areas, interior stairwells, hallways and corridors with the exception of individual offices (see weekly).
- Spot vacuum/clean all other areas as needed.
- Wash and sanitize all drinking fountains.
- Damp mop spillage in uncarpeted office areas.
- Spot clean carpets to remove light spillage. Report large spills and stains to supervisor.
- Assure all designated locked doors are closed after area has been cleaned.
- Activate all alarm systems as instructed by occupant (if applicable).
- Arrange chairs at desk and conference room tables and turn off lights upon exiting.
- Clean conference room tables and remove any remaining food items.
- Clean and sweep all lunchroom/eating areas. Wash and wipe tables and counter tops and clean sinks.
- Remove scuff marks on floor as needed.

Weekly Services

- Empty large recycling material container when container is full (*small desk side containers will be emptied into the larger bins by the tenant*).

- Vacuum all carpeted areas completely, private offices and cubicle interiors, desk area spaces and under waste containers.
- Dust and wipe clean with damp or treated cloth all office furniture, files, and cubicle partition tops, picture frames, window sills, mullions, frames, etc. *(DO NOT MOVE PAPERS OR OTHER ITEMS ON DESK TOPS OR SHELVES)*.
- Remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass, and partitions.
- Damp wipe and polish all glass furniture tops.
- Damp mop hard surfaced floors and/or uncarpeted surface floors.
- Sweep uncarpeted floors employing dust control techniques with exception of lunchroom/break area *(which is to be performed nightly)*.

Monthly Services

- Dust, wipe and clean chair bases and arms, telephone receivers, cubicle, shelves, window sills, ledges and all other horizontal surfaces as needed to maintain a clean appearance *(DO NOT MOVE PAPERS OR OTHER ITEMS ON DESK TOPS OR SHELVES)*.
- Edge vacuum all carpeted areas, as needed.
- Dust ceiling vents, air diffusers and surfaces above 7 feet.

Quarterly Services

- Scrub and Wax all hard surface floors, *(carpet shampooing will be completed upon request and billed separately)*

Annual Services

- Strip and Wax all hard surface floors

RESTROOMS

Nightly Services (Five (5) nights per week)

- Clean and sanitize all mirrors, bright work, countertops and enameled surfaces.
- Wash and disinfect all basins, urinals, bowls *(cleaning underside of rim)* and fixtures using scouring powder to remove stains.
- Wash both sides of all toilet seats with soap and/or disinfectant.
- Clean all bright work, piping, toilet seat hinges, and other metal.
- Empty, clean, and damp wipe all waste receptacles.
- Sweep, wet mop, and sanitize entire floor, including around toilet seats and under urinals.

- Damp wipe/dust all walls, partitions, doors, and outside surfaces of all dispensers, as needed.
- Fill toilet paper, soap, towels, and sanitary napkin dispensers *(if applicable)*.
- Wash and disinfect all showers including shower walls, floors, bright work, and doors *(if applicable)*.
- Replace trash liner.

Weekly Services

- Flush water through drain P-trap weekly to ensure elimination of odor.

Monthly Services

- Machine scrub all hard surface floors.
- Dust ceiling vents, air diffusers and surfaces above 7 feet.

LOBBY, ELEVATOR CORRIDOR, INTERIOR STAIRWAYS (EXCLUDING EMERGENCY EXIT STAIRWAYS) AND ENTRANCE AREAS

Nightly Service (Five (5) nights per week)

- Sweep and spot mop all stone, vinyl or composition lobby floors.
- Vacuum and spot clean all carpeted floor and mats.
- Dust and polish all bright work, including mirrors and elevator call buttons.
- Dust and polish all metal surfaces in elevators, including tracks, and elevator doors.
- Vacuum and spot clean all carpet in elevators.
- Clean and polish all trash receptacles.
- Dust all fire extinguisher cabinets and/or units.
- Spot clean all doors.
- All furniture should be cleaned as necessary *(including directories)*.
- Wash, disinfect and dry polish water coolers *(if applicable)*.
- Clean glass entrance doors, and tracks *(if applicable)*.
- Spot sweep and/or spot vacuum all interior stairways *(excluding emergency exit stairways)* and landings *(if applicable)*.

Weekly Services

- Wet mop all stone, vinyl or composition lobby floors (daily spot mopping may satisfy this need).
- Sweep and/or vacuum all interior stairways (excluding emergency exit stairways) and landings *(if applicable)*.

- Dust all surfaces up to 7 feet

Monthly Services

- Dust ceiling vents, air diffusers and surfaces above 7 feet.

EXIT STAIRWELLS

- Sweep and spot mop weekly or upon request,

Quarterly Services

- Clean/Shampoo common area multi tenant carpeted areas outside office space within common hallways

JANITORIAL ITEMS/AREAS

Nightly Services (Five (5) nights per week)

- Keep janitorial rooms in a clean, neat and orderly condition.
- Maintain all janitorial carts and equipments in safe and clean condition.

FITNESS CENTER (if applicable) (will break out cost as separate bid)

Nightly Services

- Vacuum all exposed carpeted floors.
- Spot clean all mirrors and walls.
- Spray and disinfect fitness center equipment nightly.

Weekly Services

- Edge vacuum all carpeted areas, as needed.
- Dust all ledges, as needed.
- Clean mirrors completely.
- Stock supplies and towels.

LOCKER ROOMS (if applicable)

Nightly Services (Five (5) nights per week)

- Perform complete building restroom cleaning specifications to restroom and locker room areas.
- Clean and disinfect showers completely, including walls, doors, floors, and floor drains.

LOADING DOCK, VAN PARKING AREAS, TRASH RECYCLING AREAS

- Empty and reline all waste receptacles.
- Sweep ramps, loading bays and parking areas for trash and cigarette butts and dust to 7 feet as needed.

GENERAL BUILDING COMMON AREA SERVICES

Nightly Service (Five (5) nights per week)

- Spot clean and restock supplies as needed in all janitorial service closets.
- Pick up and compact all recycle trash, including boxes in accordance with tenants recycle specifications.
- Vacuum all garage lobbies and elevator carpets.

ORDINANCE NUMBER O- 20342 (NEW SERIES)

DATE OF FINAL PASSAGE JAN 30 2014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AND DIRECTING THE COUNCIL PRESIDENT, OR HIS DESIGNEE, TO EXECUTE AND DELIVER THAT CERTAIN SIXTH AMENDMENT TO LEASE, BETWEEN EXECUTIVE COMPLEX, LP, A CALIFORNIA LIMITED PARTNERSHIP COMPANY, AND THE CITY OF SAN DIEGO, WHICH AMENDMENT INCLUDES EXTENDING THE TERM OF THE LEASE AND ADJUSTING THE LEASE RENTAL RATE; AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE CERTAIN EXPENDITURES THEREFOR.

WHEREAS, the City of San Diego (City) entered into a lease, dated as of January 28, 1999, with Executive One Associates, an Illinois limited partnership (Original Landlord) for office space at 1010 Second Avenue, San Diego (Original Lease), in an office building commonly referred to as the Executive Complex. The Original Lease was amended by: (i) a First Amendment to Lease dated as of May 30, 2000; (ii) a Second Amendment to Lease dated as of May 26, 2000; (iii) a Third Amendment to Lease dated as of October 31, 2000; (iv) a Fourth Amendment to Lease dated as of November 30, 2001; (v) and a Fifth Amendment to Lease dated as of July 16, 2002; all by and between Original Landlord and City; and

WHEREAS, Executive Complex, LP, a California Limited Partnership Company (Current Landlord), became the successor in interest to the Original Landlord's interest in the Executive Complex and all leases therefor; and

WHEREAS, by separate Office Lease dated June 10, 2011, by and between Current Landlord and City ("Second Lease"), City also leased Suite 1500 in the Executive Complex; and

WHEREAS, the Original Lease, the five amendments to the Original Lease, and the Second Lease, are collectively referred to hereinafter as the "Lease."

WHEREAS, Current Landlord and City have agreed to amend the Lease to include: extending the Lease's term for an additional 72 months, commencing as of July 1, 2013, with a right to early terminate; adjusting the rental rate from \$1.65 per rentable square foot down to \$1.17 per rentable square foot, commencing as of July 1, 2013; providing for certain improvements to the leasehold area; providing up to \$10 per square foot for additional tenant improvements which will be amortized as additional rent over the term of the Lease at 6% per year; and providing the option of downsizing the City's space by up to 21,045 square feet beginning in January 2014; all as more fully set forth in the proposed Sixth Amendment to Lease; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego as follows:

Section 1. That the Council President in his capacity under Charter section 265(i), or his designee, is authorized and directed to execute and deliver that certain Sixth Amendment to Lease between Executive Complex, LP, a limited partnership company, as landlord, and the City of San Diego, as tenant, and on file with the Office of the City Clerk as Document No.

OO- 20342 .

Section 2. That the Chief Financial Officer is authorized to appropriate and expend funds up to \$1,992,107.52 for rent in FY 2014, and as otherwise required by the Lease, as follows:

General Fund, Fund No. 100000 - - 85.60%;

Department of IT, Fund No. 200308 - - 7%;

Facilities Financing, Fund No. 200001 - - 5.65 %; and

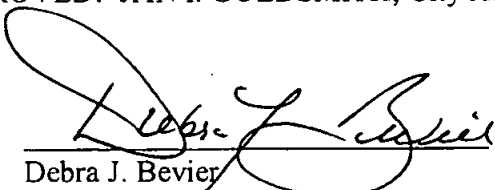
Local Enforcement Agency, Fund No. 200226 - - 1.75%.

Section 3. That a full reading of this ordinance is dispensed with prior to passage, since a written copy was made available to the City Council and the public prior to the day of passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Debra J. Bevier
Deputy City Attorney

DJB:mm

11/18/2013

Or.Dept.: Real Estate Assets Dept.

Doc. No. 671142_2

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of JAN 14 2014.

ELIZABETH S. MALAND
City Clerk

By


Deputy City Clerk

Approved pursuant to Charter section 265(i):

(date)

TODD GLORIA, Council President

Passed by the Council of The City of San Diego on JAN 14 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☒	☐	☐	☐
Kevin Faulconer	☒	☐	☐	☐
Todd Gloria	☐	☐	☒	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Marti Emerald	☒	☐	☐	☐

Date of final passage JAN 30 2014.

AUTHENTICATED BY:

TODD GLORIA, COUNCIL PRESIDENT
as interim Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 10 2013

JAN 30 2014

, and on

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By [Signature], Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 20342

SIXTH AMENDMENT TO LEASE

-EXTENSION-

This SIXTH AMENDMENT TO LEASE ("**Sixth Amendment**") is made and entered into to be effective as of July 1, 2013, by and between **EXECUTIVE COMPLEX LP**, a California limited partnership ("**Landlord**"), and **THE CITY OF SAN DIEGO**, a California municipal corporation ("**Tenant**").

RECITALS:

A. Landlord's predecessor in interest, Executive One Associates, an Illinois limited partnership ("**Original Landlord**"), and Tenant entered into that certain OFFICE LEASE dated as of January 28, 1999 ("**Original Lease**"), as amended by: (i) that certain FIRST AMENDMENT TO LEASE dated as of May 30, 2000, by and between Original Landlord and Tenant; (ii) that certain SECOND AMENDMENT TO LEASE dated as of May 26, 2000, by and between Original Landlord and Tenant; (iii) that certain THIRD AMENDMENT TO LEASE dated as of October 31, 2000, by and between Original Landlord and Tenant; (iv) that certain FOURTH AMENDMENT TO LEASE dated as of November 30, 2001, by and between Original Landlord and Tenant; (v) that certain FIFTH AMENDMENT TO LEASE dated as of July 16, 2002, by and between Original Landlord and Tenant, whereby Original Landlord leased to Tenant and Tenant leased from Original Landlord certain office space located in that certain building located at 1010 Second Avenue, San Diego, California, 92101 ("**Building**"). Landlord is the successor-in-interest to Original Landlord.

B. In addition to the above, Tenant currently occupies Suite 1500 under that certain OFFICE LEASE dated June 10, 2011, by and between Landlord and Tenant ("**Second Lease**").

C. The Original Lease, as amended by the First Amendment to Lease, Second Amendment to Lease, Third Amendment to Lease, Fourth Amendment to Lease, and the Fifth Amendment to Lease, and the Second Lease shall be collectively referred to herein as the "**Lease**."

D. By this Sixth Amendment, Landlord and Tenant desire to: (i) extend the term of the Lease for seventy two (72) months and (ii) otherwise modify the Lease as provided herein.

E. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **Existing Premises**. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant hereby acknowledge that Tenant currently leases from Landlord that certain office space in the Building containing a total of approximately 141,888 rentable square feet located on the third floor, fourth floor, fifth floor, sixth floor, eighth floor, ninth floor, tenth floor, eleventh floor, twelfth floor, thirteenth floor, fourteenth floor, fifteenth floor, and nineteenth floor of the Building and commonly known as Suites 300, 400, 500, 555, 600, 666, 800, 900, 1060, 1100, 1200, 1325, 1400, 1500, 1520, 1530, and 1900 (the "**Premises**"), as further described in the Lease.

Consistent with Section 2.1 of the Original Lease, in the event the Premises or Building square footage is re-measured at any time throughout the Lease Term or Extension Options, or differs from the stated square footage herein, the Lease terms shall be adjusted to produce the economic equivalent terms.

2. **Extended Lease Term**. The term of the Lease shall be adjusted, effective as of July 1, 2013 ("**New Commencement Date**"), to expire on June 30, 2019 ("**New**

Expiration Date”). The 72-month period from the New Commencement Date through the New Expiration Date shall be referred to herein as the “**Extended Term**.”

3. Base Rent. The monthly installment of Base Rent payable to Landlord, effective as of the New Commencement Date for the first twelve (12) months of the Extended Term shall be one hundred sixty six thousand eight and 96/100 Dollars (\$166,008.96) per month (or approximately \$1.17 per rentable square foot per month) and thereafter the monthly installment of Base Rent shall increase starting the thirteenth (13th) month by three percent (3%) as follows:

<i>Months</i>	<i>Rate per Rentable Square Foot</i>	<i>Monthly Installment of Base Rent</i>
1-12	\$1.17	\$166,008.96
13-24	\$1.21	\$170,989.23
25-36	\$1.24	\$176,118.91
37-48	\$1.28	\$181,402.47
49-60	\$1.32	\$186,844.55
61-72	\$1.36	\$192,449.88

4. Base Year. Notwithstanding any other provision conflicting with or to the contrary in the Lease, the Base Year for the Extended Term shall be 2014.

5. Tenant’s Percentage Share. Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant’s Percentage Share of Operating Expenses during the Extended Term shall be 42.03%.

6. Tenant Improvements. Landlord, at Landlord’s sole expense, shall:

- 3/3/14 ←
- i) Within 45 days after the date Tenant signs this Sixth Amendment (“**Signature Date**”), meet with Tenant to organize and schedule the repainting of all the suites within the Premises using Building Standards. All repainting shall be completed by a date that shall be mutually agreed upon by Landlord and Tenant; said painting shall not be unreasonably delayed by either party.
 - ii) Within 45 days after the Signature Date, meet with Tenant to inspect the condition of the carpet throughout the Premises. Using recognized industry standards, Landlord and Tenant shall: (1) determine which carpets need to be replaced and the timeline for said replacements, which in no event shall be later than 180 days after the Signature Date, provided that the cost of any carpet replacement shall come out of the Tenant Improvement Allowance described in Section 6.1 and not be a Landlord expense. Landlord agrees, if Tenant so elects, to order and manage the installation of any such carpet; and (2) determine which carpets are of such quality that the carpet is reasonably expected to maintain said quality throughout the Extended Term, normal wear and tear excepted, and organize and schedule the shampooing of the carpet, which in no event shall be later than 90 days after the Signature Date.
 - iii) Within 45 days after the Signature Date, meet with Tenant to discuss the problems Tenant is experiencing/has experienced with the Building’s HVAC system. Within 55 days after the Signature Date, Landlord will make commercially reasonable best efforts to repair and/or replace the HVAC system, or provide alternative measures, to ensure that all areas of all the Suites within the Premises are provided with adequate cooling, heating and ventilation to ensure proper health and safety conditions/concerns. Notwithstanding the foregoing, should the HVAC system fail to provide adequate cooling or heating to ensure proper health and safety conditions for City employees during the 55-day time period contemplated in this paragraph, Landlord shall immediately take all commercially reasonable actions, including providing alternative cooling or heating measures, to ensure the provision of adequate cooling or heating to all affected areas of the Premises.

- iv) Within 120 days after the Signature Date, repair and/or replace all restroom fixtures, as needed, to ensure that said fixtures are working properly and to remove barriers that could prevent access to restrooms and the restroom facilities when it is readily achievable to do so. To the extent that the restrooms and the restroom facilities are not up to current codes or otherwise compliant with all laws, Landlord shall protect, defend, indemnify, and hold Tenant and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Landlord's officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with Landlord's acts or omissions with respect to the restroom facilities that are not up to current codes or otherwise compliant with all laws, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that Landlord's duty to indemnify and hold Tenant harmless shall not include any established liability arising from the sole gross negligence or intentional misconduct of Tenant or its elected officials, officers, employees, representatives or agents.
- v) Within 120 days after the Signature Date, ensure that all stairwells are free from birds, bird waste, and other health and safety concerns, and reseal stairwell doors, as necessary, to ensure that the doors will safety close and seal the doorways.
- vi) Within 45 days after the Signature Date, meet with Tenant to discuss rodent and other pest problems within the Premises and set a schedule for regular rodent and pest maintenance. If needed, and in no event later than 50 days after the Signature Date, Landlord shall have its pest control service provider provide an off-schedule service visit, and shall thereafter continuously have its pest control service provider provide services on a basis that is necessary to ensure the eradication of rodents and pests from the Premises and to ensure the health and safety of Tenant.
- vii) Immediately upon the Signature Date, and continuously thereafter, adhere to the Janitorial Schedule attached to this Sixth Amendment as Exhibit A.

6.1 In the event Tenant needs additional funds for Improvements to the Premises, beyond those required of the Landlord, Landlord at Tenant's request shall provide up to \$10 per rentable square foot Tenant Improvement Allowance which shall be fully amortized throughout the initial Lease Term, at a 6% annualized interest rate, on a straight-line basis and remitted monthly as additional rent.

7. **Abatement Event.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, in the event Landlord: (i) fails to take any commercially reasonable required action under the Lease with regard to the repairs or maintenance to the Premises or Building, (ii) fails through its negligence to supply required utilities or services, or (iii) fails to provide Tenant with access to a material portion of the Premises or parking (all collectively referred to hereafter as "**Abatement Event**"), and such Abatement Event is noted and delivered in writing to Landlord, lasting longer than ten (10) continuous calendar days, then Tenant shall be entitled to the proportionally prorated abatement of Rent for the affected areas of the Premises from the date of commencement of the Abatement Event until the date that the Abatement Event has been rectified to the reasonable satisfaction of Tenant. Notwithstanding the foregoing, Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any required utilities or services, HVAC, or access when such failure is caused by accident, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, moratorium or other governmental action, or any other cause beyond Landlord's reasonable control, and, in such event, Tenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Tenant's obligation to pay Base Rent and additional rent required under this Lease or constitute or be construed as a constructive or other eviction of Tenant.

8. **Contraction Right.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant shall have a continuing right to contraction options, along with any resulting decrease or adjustment of Rent and Tenant's Percentage

Share of Operating Expenses, on the following spaces under the Lease: i) Suite 666; (ii) Suite 1060; (iii) Suite 1325; (iv) Suite 1500; and (v) Suite 1900 (i.e., the entire 19th floor), with contraction effective anytime after December 31, 2013. Tenant shall provide at least three (3) month's prior written notice of its intention to contract. No Contraction Fee shall be payable by Tenant in connection with Tenant exercising any contraction right(s).

9. **Termination Right.** Notwithstanding any other provision conflicting with or to the contrary in the Lease, Tenant shall have the right to terminate the Lease, along with all rights and obligations thereto, effective anytime after the end of the third (3rd) year of the Extended Term (the Termination Option). To exercise the Termination Option, Tenant shall provide Landlord at least six (6) months written notice prior to the effective date of termination.

10. **BID Council Lease.** Upon execution of this Sixth Amendment, Landlord shall enter into a termination agreement with Business Improvement District Council, a California 501(c)(6) nonprofit corporation ("**BID Council**"), to terminate that certain lease between Landlord and BID Council dated February 18th, 2011, for office space at 110 West C Street, Suite 2112, San Diego, CA 92101 ("**BID Council Lease**"). Landlord shall terminate the BID Council Lease effective as of June 30, 2013.

11. **Parking.** Per the Lease.

12. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Sixth Amendment, other than Jamison Services, Inc., a California corporation, for Landlord ("**Broker**"). Each party shall defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity, other than Broker, who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Sixth Amendment.

13. **Tenant Representations.** Each person executing this Sixth Amendment on behalf of Tenant represents and warrants to Landlord that: (a) Tenant is properly formed and validly existing under the laws of the state in which Tenant is formed and Tenant is authorized to transact business in the state in which the Building is located; (b) Tenant has full right and authority to enter into this Sixth Amendment and to perform all of Tenant's obligations hereunder; and (c) each person (and persons if more than one signs) signing this Sixth Amendment on behalf of Tenant is duly and validly authorized to do so.

14. **Defaults.** Landlord and Tenant, each, hereby represent and warrant to the other that, as of the New Commencement Date, Landlord and Tenant are in full compliance with all terms, covenants and conditions of the Lease and that there are no breaches or defaults under the Lease by Landlord or Tenant, and that neither party knows of any events or circumstance which, given the passage of time, would constitute a default under the Lease by either Landlord or Tenant.

15. **Equal Opportunity.** Landlord agrees that it shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Landlord shall provide equal opportunity in all employment practices. Landlord shall ensure that its agents and contractors comply with the law; however, nothing in this section shall be interpreted to hold Landlord liable for any discriminatory practices of its agents or contractors.

16. **Non-Discrimination.** Landlord shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Landlord shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Landlord understands and agrees that violation of this clause shall be considered a material breach of this Lease and may result in Lease termination, debarment, or other actions.

17. **Further Modification.** Except as set forth in this Sixth Amendment, all of the terms and provisions of the Lease shall apply to the Existing Premises and shall remain unmodified and in full force and effect. Effective as of the New Commencement

Date, all references to the "Lease" shall refer to the Lease as amended by this Sixth Amendment.

18. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

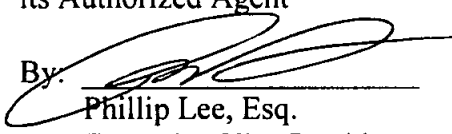
19. Successors and Assigns. The Lease, as amended hereby, shall apply to and bind Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to be effective as of the New Commencement Date.

LANDLORD:

EXECUTIVE COMPLEX LP,
a California limited partnership

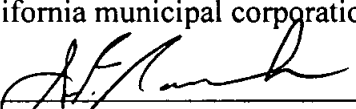
BY: JAMISON SERVICES, INC.,
a California corporation,
its Authorized Agent

By: 
Phillip Lee, Esq.
Executive Vice President

Date: _____

TENANT:

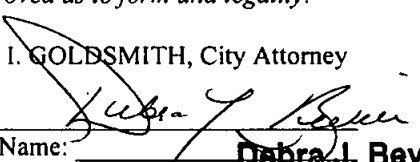
THE CITY OF SAN DIEGO,
a California municipal corporation

BY: 
Name: James E. Barwick, CCIM
Title: Director, Real Estate Assets

Date: 3/3/14

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

By: 
Name: Debra J. Bevier
Title: Deputy City Attorney

3/3/14

EXHIBIT A: JANITORIAL SCHEDULE

EXHIBIT A
JANITORIAL SCHEDULE



ABLE Value Plan
JANITORIAL CLEANING SPECIFICATIONS

Janitorial services will cover the specifications as follows and it is expected that all building areas will be maintained and the necessary spot cleanings performed to ensure the continued satisfaction of the Client and employee base. Services shall include, but not limited to, the following:

OFFICE AREAS (All Floors)

Nightly Services (Five (5) nights per week)

- Empty all waste receptacles. Clean, and reline when needed. Remove material to designated areas.
- Remove large centrally located recycling bins when full (*tenants will be responsible for emptying the desk side bins into the larger bins*) (see weekly).
- Vacuum all carpeted main traffic and common use areas, including conference rooms, reception areas, interior stairwells, hallways and corridors with the exception of individual offices (see weekly).
- Spot vacuum/clean all other areas as needed.
- Wash and sanitize all drinking fountains.
- Damp mop spillage in uncarpeted office areas.
- Spot clean carpets to remove light spillage. Report large spills and stains to supervisor.
- Assure all designated locked doors are closed after area has been cleaned.
- Activate all alarm systems as instructed by occupant (if applicable).
- Arrange chairs at desk and conference room tables and turn off lights upon exiting.
- Clean conference room tables and remove any remaining food items.
- Clean and sweep all lunchroom/eating areas. Wash and wipe tables and counter tops and clean sinks.
- Remove scuff marks on floor as needed.

Weekly Services

- Empty large recycling material container when container is full (*small desk side containers will be emptied into the larger bins by the tenant*).

- Vacuum all carpeted areas completely, private offices and cubicle interiors, desk area spaces and under waste containers.
- Dust and wipe clean with damp or treated cloth all office furniture, files, and cubicle partition tops, picture frames, window sills, mullions, frames, etc. *(DO NOT MOVE PAPERS OR OTHER ITEMS ON DESK TOPS OR SHELVES)*.
- Remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass, and partitions.
- Damp wipe and polish all glass furniture tops.
- Damp mop hard surfaced floors and/or uncarpeted surface floors.
- Sweep uncarpeted floors employing dust control techniques with exception of lunchroom/break area *(which is to be performed nightly)*.

Monthly Services

- Dust, wipe and clean chair bases and arms, telephone receivers, cubicle, shelves, window sills, ledges and all other horizontal surfaces as needed to maintain a clean appearance *(DO NOT MOVE PAPERS OR OTHER ITEMS ON DESK TOPS OR SHELVES)*.
- Edge vacuum all carpeted areas, as needed.
- Dust ceiling vents, air diffusers and surfaces above 7 feet.

Quarterly Services

- Scrub and Wax all hard surface floors, *(carpet shampooing will be completed upon request and billed separately)*

Annual Services

- Strip and Wax all hard surface floors

RESTROOMS

Nightly Services (Five (5) nights per week)

- Clean and sanitize all mirrors, bright work, countertops and enameled surfaces.
- Wash and disinfect all basins, urinals, bowls *(cleaning underside of rim)* and fixtures using scouring powder to remove stains.
- Wash both sides of all toilet seats with soap and/or disinfectant.
- Clean all bright work, piping, toilet seat hinges, and other metal.
- Empty, clean, and damp wipe all waste receptacles.
- Sweep, wet mop, and sanitize entire floor, including around toilet seats and under urinals.

- Damp wipe/dust all walls, partitions, doors, and outside surfaces of all dispensers, as needed.
- Fill toilet paper, soap, towels, and sanitary napkin dispensers *(if applicable)*.
- Wash and disinfect all showers including shower walls, floors, bright work, and doors *(if applicable)*.
- Replace trash liner.

Weekly Services

- Flush water through drain P-trap weekly to ensure elimination of odor.

Monthly Services

- Machine scrub all hard surface floors.
- Dust ceiling vents, air diffusers and surfaces above 7 feet.

LOBBY, ELEVATOR, CORRIDOR, INTERIOR STAIRWAYS (EXCLUDING EMERGENCY EXIT STAIRWAYS) AND ENTRANCE AREAS

Nightly Service (Five (5) nights per week)

- Sweep and spot mop all stone, vinyl or composition lobby floors.
- Vacuum and spot clean all carpeted floor and mats.
- Dust and polish all bright work, including mirrors and elevator call buttons.
- Dust and polish all metal surfaces in elevators, including tracks, and elevator doors.
- Vacuum and spot clean all carpet in elevators.
- Clean and polish all trash receptacles.
- Dust all fire extinguisher cabinets and/or units.
- Spot clean all doors.
- All furniture should be cleaned as necessary *(including directories)*.
- Wash, disinfect and dry polish water coolers *(if applicable)*.
- Clean glass entrance doors, and tracks *(if applicable)*.
- Spot sweep and/or spot vacuum all interior stairways *(excluding emergency exit stairways)* and landings *(if applicable)*.

Weekly Services

- Wet mop all stone, vinyl or composition lobby floors (daily spot mopping may satisfy this need).
- Sweep and/or vacuum all interior stairways (excluding emergency exit stairways) and landings *(if applicable)*.

-
- Dust all surfaces up to 7 feet

Monthly Services

- Dust ceiling vents, air diffusers and surfaces above 7 feet.

EXIT STAIRWELLS

- Sweep and spot mop weekly or upon request,

Quarterly Services

- Clean/Shampoo common area multi tenant carpeted areas outside office space within common hallways

JANITORIAL ITEMS/AREAS

Nightly Services (Five (5) nights per week)

- Keep janitorial rooms in a clean, neat and orderly condition.
- Maintain all janitorial carts and equipments in safe and clean condition.

FITNESS CENTER (if applicable) (will break out cost as separate bid)

Nightly Services

- Vacuum all exposed carpeted floors.
- Spot clean all mirrors and walls.
- Spray and disinfect fitness center equipment nightly.

Weekly Services

- Edge vacuum all carpeted areas, as needed.
- Dust all ledges, as needed.
- Clean mirrors completely.
- Stock supplies and towels.

LOCKER ROOMS (if applicable)

Nightly Services (Five (5) nights per week)

- Perform complete building restroom cleaning specifications to restroom and locker room areas.
 - Clean and disinfect showers completely, including walls, doors, floors, and floor drains.
-

LOADING DOCK, VAN PARKING AREAS, TRASH RECYCLING AREAS

- Empty and reline all waste receptacles.
- Sweep ramps, loading bays and parking areas for trash and cigarette butts and dust to 7 feet as needed.

GENERAL BUILDING COMMON AREA SERVICES

Nightly Service (Five (5) nights per week)

- Spot clean and restock supplies as needed in all janitorial service closets.
- Pick up and compact all recycle trash, including boxes in accordance with tenants recycle specifications.
- Vacuum all garage lobbies and elevator carpets.