

# **DEPARTMENT OF GENERAL SERVICES**

## **BUILDING OCCUPANCY POLICY**

### Section Number

1. USE OF COMMON AREAS
2. TERM
3. RENT
4. TERMINATION/BACKFILL REQUIREMENTS
5. EXPANDING, REDUCING OR RELOCATING WITHIN A PREMISES
6. NOTICES
7. SPACE PLANNING AND TENANT IMPROVEMENTS
8. EARLY OCCUPANCY
9. CODE COMPLIANCE
10. ALTERATIONS AND BUILDING SAFETY PROVISION
11. BUILDING PROTECTION
12. ACCIDENT AND FIRE PREVENTION
13. CORRECTION OF HAZARDOUS CONDITIONS
14. EMERGENCY EVACUATION PROCEDURES
15. PARKING
16. SERVICES, UTILITIES, AND SUPPLIES
17. REPAIR AND MAINTENANCE
18. SPECIAL REPAIRS
19. SIGNAGE
20. GENERAL RULES
21. ASSIGNMENT AND SUBLETTING
22. QUIET POSSESSION
23. INSPECTION
24. SURRENDER OF POSSESSION
25. DISPUTE RESOLUTION

The Department of General Services (DGS) controls and operates certain buildings owned and/or controlled by the State of California. Pursuant to the State Administrative Manual Management Memo 04-17, the following terms and conditions, known as the Building Occupancy Policy (Policy), pertain to state agencies (occupant agencies) that hire from DGS certain premises with the appurtenances situated in various cities within the State of California. Occupant agencies are assigned space subject to the terms contained herein, subject also to the Building Rules and Regulations, Space Assignment GS 4091, legislative mandates, and any and all applicable State of California statutes, policies and regulations.

### **1. USE OF COMMON AREAS**

Occupant agencies have the nonexclusive right to use in common with other agencies, employees, guests, or other persons conducting business or occupying or leasing space within any and all DGS-controlled Buildings (Building), the following common areas of the Building (collectively, the Common Areas), all of which shall be subject to DGS's sole management and control:

- A. Common entrances, hallways, sidewalks, landscaped areas, lobbies, public restrooms, public meeting rooms and auditoriums, elevators, stairways, loading docks, ramps, and the common pipes, conduits, wires and other equipment within the Building that serve the premises; and
- B. The parking facilities of the Building, including the loading and unloading areas, roadways, driveways, public parking spaces, and other appurtenances that are not reserved for the exclusive use of any particular Building occupant.
- C. The use of common area pipes, conduits, wires and other equipment mentioned in 1.A above, shall be subject to the prior written approval of DGS. Specifically, the use of these areas, as well as common area utility/service closets for telecommunications and data purposes, require approval of DGS to assure equitable and proper usage for the benefit of all occupant agencies within the Building.

## **2. TERM**

DGS shall issue Space Assignments to occupant agencies for each individual Building occupied. The term of occupancy shall commence on the date stipulated in each Space Assignment and shall continue indefinitely year after year, subject to the terms and conditions of this Policy including Section 5. The parties hereto acknowledge that this Policy covering each premises is governed by and subject to any existing and/ or successive provisions of the State Administrative Manual, as well as to all requirements of the Department of Finance (DOF), and any legislative mandates, propositions or the like that govern the expenditure of state funds and/or require alternative uses for the premises by another state agency. Unless and until such provisions mandate, the term of Space Assignments shall not expire and the obligations of the parties as outlined herein shall continue.

Unless and until such time as occupant agency's use of the premises is canceled subject to the terms of this Policy, then occupant agency shall pay rent to DGS pursuant to the established rental rates for each DGS-controlled Building in which occupant agency is allocated Space Assignments, subject to periodic adjustments of the Building Rental Account or provisions of the related bond act, whichever is applicable. Periodic rental adjustments may also be made for other changes including, but not limited to, cost fluctuations in operating and maintenance.

## **3. RENT**

Rental payments shall commence upon the earlier of Substantial Completion (which for the purposes of this Policy shall mean that the space is functional for its intended purpose and meets all fire and life safety and building code requirements) on the first day of the month of occupant agency's occupancy of the premises, and shall continue until termination of Space Assignment pursuant to the provisions of this Policy.

#### **4. TERMINATION/BACKFILL REQUIREMENTS**

In the event the occupant agency requests to vacate the premises, DGS agrees, subject to the terms and conditions of Section 2, to grant such vacancy provided the following terms and conditions are satisfied (hereinafter referred to as the Backfill Requirements):

- A. The occupant agency shall immediately provide an electronic request Customer Requests Upgraded Information Sharing Environment (CRUISE) to DGS's Asset Management Branch (AMB). The request must identify the reasons for such vacancy and the required move-out date. DGS shall use reasonable efforts to secure a backfill agency to mitigate occupant agency's rental obligations.
- B. Prior to the procurement of a backfill agency, and continuing until such time as alterations to the vacated premises are substantially complete and/or ready for occupancy, and occupant agency has been noticed by DGS of the cessation of its rental obligation, the occupant agency will remain solely responsible for the entire rental payment.
- C. Upon DGS's securing of a backfill agency, hereinafter referred to as the Successive Agency, the occupant agency shall cooperate in good faith with DGS and the Successive Agency, to vacate the premises in a timely manner for the purposes of constructing improvements and/or relocation to the premises by the Successive Agency. Nothing in this Section shall prevent the occupant agency from vacating the premises provided that it abides by all the terms and conditions of this Policy, including but not limited to the continued payment of rent.
- D. When all terms and conditions of this Section are satisfied, including the commencement of rent paid to DGS from the Successive Agency for all of the premises, DGS shall send a Relinquishment of the Space Assignment and the occupant agency shall be released from all of its obligations related thereto. Notwithstanding the foregoing, occupant agency can be released from a portion of its rental obligation for that portion of the premises which is occupied, and for which rent is being paid to DGS, by the Successive Agency. However, in that event, all other terms and conditions of the Policy will remain in effect for the unoccupied portion of the premises.

#### **5. EXPANDING, REDUCING OR RELOCATING WITHIN A PREMISES**

In the event that the occupant agency requires expansion space, or should be required by DGS to either reduce the size of the Space Assignment or relocate from said assigned space, the agency requiring such movement shall submit a CRUISE request to DGS, indicating the required dates of occupancy or vacation as the case may be, and identifying the total square footage affected. Such expansion, reduction, or relocation shall be subject to the following:

- A. If the occupant agency desires to expand into premises assigned to another agency (and DGS and DOF approve of such expansion), then the occupant agency shall be entitled to such premises (the Expansion Premises), and occupant agency is required to reimburse the displaced agency, unless otherwise prohibited pursuant to

DOF or other governing body or any document having jurisdiction, its associated Moving Expenses (as herein defined) under any of the following conditions:

- (1) If the existing agency is required to relinquish all or a portion of the premises within the first five (5) years of its occupancy; and/or
- (2) If the existing agency is required to relinquish all or a portion of the premises with less than eighteen (18) months' notice from the requesting party.

In the event that the above conditions are not in existence, then the occupant agency shall have no obligation to reimburse the Moving Expenses of the existing agency of the Expansion Premises pursuant to this Policy.

Rent payable for the Expansion Premises shall be borne by the occupant agency from the period of time the existing agency vacates the space and DGS shall amend the Space Assignment to reflect the new total square footage occupied by the occupant agency, regardless of whether or not the Expansion Premises are ready for occupancy by the occupant agency. Any required improvements to the Expansion Premises shall be paid to DGS by occupant agency.

B. In the event the occupant agency is required to relinquish all or a portion of the premises in favor of a Successive Occupant, then the occupant agency shall be entitled to reimbursement by the Successive Occupant, unless otherwise prohibited by DOF or other governing body or any document having jurisdiction, its associated Moving Expenses under any of the following conditions:

- (1) If the occupant agency is required to relinquish all or a portion of the premises within first five (5) years of occupancy; and/ or
- (2) If the occupant agency is required to move or reduce the size of the premises with less than eighteen (18) months' notice by the requesting party.

In the event that the above conditions are not in existence, then the Successive Occupant shall have no obligation to reimburse the Moving Expenses of occupant agency pursuant to this Section.

Rent payable for the portion of the premises relinquished by occupant agency shall be borne by the Successive Occupant from the period of time occupant agency vacates the space. Upon occupant agency's vacation of the premises, the Space Assignment will be amended by DGS (in the case of a partial vacancy) or relinquishment (in the case of a full vacancy) and the occupant agency's obligations related thereto shall cease.

For purposes of this Section, Moving Expense may include, but shall not be limited to, the following:

- cost for remaining balance of unamortized tenant improvements if any;
- cost to improve alternative space on a comparable basis;
- cost associated with the occupant agency's physical move into alternative space including professional movers, payment of after-hours building services during move times;
- cost to procure new furniture, workstations, telephone and data lines;
- cost to replace equipment which may not be relocated from the premises to the alternative space and for which occupant or displaced agency has already expended funds and cannot be reimbursed by DOF;
- reasonable cost of administrative time of in-house staff to coordinate and/ or plan for the move;
- cost associated with new space plans for alternative space;
- professional fees, including planners' fees and brokers' commissions that may be due and payable in connection with securing/designing alternative space.

## **6. NOTICES**

All notices and correspondence relating to rent, Space Assignments, and change of address herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To: Department of General Services  
Real Estate Services Division – AMB  
Attn: Asset Manager  
707 3rd Street  
West Sacramento, CA 95605  
Phone: (916) 376-1799  
FAX: (916) 376-1833

All other notices are to be addressed to the Building Manager:

To: Department of General Services  
Real Estate Services Division – Building and Property Management Branch  
Attn: Building Manager  
1304 O Street  
Sacramento, CA 95814  
Phone: (916) 322-8779  
FAX: (916) 323-0650

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE OCCUPANT AGENCY AND PREMISES ADDRESS**

The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

## **7. SPACE PLANNING AND TENANT IMPROVEMENTS**

DGS shall coordinate all of occupant agency's space planning requirements for existing, or expansion space, including the preparation of space plans and working drawings and specifications in accordance with established state standards and occupant agency's requirements, the selection of materials to be purchased and/or installed in the premises in accordance with the Space Plan and the coordination of the construction of the improvements pursuant to the Space Plan. The costs of the space planning work shall be borne by occupant agency.

Upon termination of the Space Assignment, and further provided that DGS has not required the occupant agency to relocate from the premises within the first five (5) years of its occupancy or with less than eighteen (18) months' notice, all improvements that are affixed to the premises shall, at the election of DGS, remain the property of the Building. It is also hereby understood and agreed that DGS has the option to require occupant agency at its sole cost and expense to remove certain improvements which may be considered unique to occupant agency's program (e.g. vaults, modular workstations, etc.) and for which no alternative tenant could reasonably benefit. In the event that occupant agency removes any improvements affixed to the Building's structure (e.g. exterior/interior walls, floors, ceilings, etc.), the affected surfaces shall be restored to a condition that matches existing adjacent areas.

## **8. EARLY OCCUPANCY**

DGS agrees that if the premises are ready for occupancy before prior agreed upon date, occupant agency may elect to occupy the premises on the earliest date practical after its receipt of a notice of completion. The rent payable for any such early occupancy by the occupant agency shall be as set forth in the Space Assignment.

## **9. CODE COMPLIANCE**

Occupant agency shall maintain the premises so it conforms to regulations and orders of the state Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), the American's with Disabilities Act, as well as regulations and orders of the State Fire Marshal. Failure to adjust the quarters to comply with local fire regulations or OSHA requirements, as appropriate, within the time prescribed by a citation or report may result in a monetary fine, and/ or DGS taking the initiative to correct the violation at the sole cost and expense of occupant agency.

## **10. ALTERATIONS AND BUILDING SAFETY PROVISION**

In order to maintain the highest safety and construction levels within each DGS-controlled building and for the protection of the occupant agency, other resident occupants, visitors to the building, and the state's property, the following language is included with regard to all alterations and improvements. After installation of the initial Tenant Improvements to the premises, occupant agency may at its sole cost and expense make subsequent alterations, additions, improvements and decorations to the premises (collectively, Alterations) subject to the following:

- A. No modifications shall be made to Buildings, or equipment which will exceed Building design loads or exceed the capacities of electrical, mechanical, and protection systems. No modifications which adversely alter the performance of Building systems, or which create safety and health hazards, as determined by DGS, shall be made.
- B. Occupant agency submits a CRUISE request to DGS for its approval. DGS will prepare and/or approve the plan.
- C. Such Alterations may not affect any area outside of the premises, or affect the Building's structure, equipment, services or systems, or the proper functioning thereof, or DGS's access or other occupants' access thereto. Such Alterations also may not affect the outside appearance, character or use of the Building or the Common Areas, nor violate or require a change in any occupancy certificate applicable to the premises and/or Building.
- D. The Alterations are constructed in a good and workmanlike manner using contractors approved by DGS (if required).
- E. The Alterations are in accordance with the plans, specifications and working drawings approved by DGS and in compliance with all rules, regulations, and orders now or hereafter in effect and with any authorities having jurisdiction over the Alterations.
- F. The Alterations are constructed in such a manner so as not to interfere unreasonably with the occupancy of any other tenant in the Building, nor impose any additional expense in the maintenance and operation of the Building.
- G. Any Alterations shall, at the election of DGS, be constructed by DGS or its contractor, provided the occupant agency reimburses DGS the actual cost of such Alterations. At the option of DGS, space planning or tenant improvements may be delegated to the occupant agency with certain restrictions.



## **11. BUILDING PROTECTION**

DGS will provide standard protection services by:

- A. Responding to criminal occurrences, incidents, and life threatening events through the use of California Highway Patrol officers and local law enforcement officers where a response agreement is in effect.
- B. Coordinating a comprehensive Occupant Emergency Program.

The degree of protection beyond standard levels required by the nature of an agency's activities or by unusual public reaction to an agency's programs will be determined jointly by DGS and the occupant agency. Special protection will be provided on a reimbursable basis. The level of special protection will be determined on a facility-by-facility basis, after the conducting of appropriate security surveys and crime prevention assessments. In such determinations, DGS and occupant agencies will consider:

- i. The characteristics of the facility, including size, configuration, exterior lighting, and presence of physical barriers;
- ii. The location of the facility and the history of criminal or disruptive incidents in the surrounding neighborhoods;
- iii. The reimbursable funding and resources available to DGS for provision of protective service and occupant agency's mission.

Occupants of facilities under the custody and control of DGS shall:

- i. Cooperate to the fullest extent with all pertinent facility procedures and regulations; and
- ii. Provide training to employees regarding protection and responses to emergency situations.

## **12. ACCIDENT AND FIRE PREVENTION**

- A. Each occupant agency shall maintain a neat and orderly facility to minimize the risk of accidental injuries and fires. All exits, accesses to exits, and accesses to emergency equipment shall be kept clear at all times.
- B. Hazardous, explosive or combustible materials shall not be brought into Buildings unless authorized by appropriate agency officials and by DGS and unless protective arrangements determined necessary by DGS have been provided.
- C. Occupant agencies shall cooperate with DGS to develop and maintain fire prevention programs. Such programs shall ensure the maximum safety of the occupants by:
  - (1) Training employees to use protective equipment and educating employees to take appropriate fire safety precautions in their work, including participating in at least one fire drill each year, and



- (2) Ensuring that facilities are kept in the safest condition practicable, and conducting periodic inspections.
- D. Accidents resulting from Building system, Building structure, occupant agency improvement or maintenance deficiencies which involve personal injury or property damage in DGS-assigned space will be reported immediately to the DGS Building Manager.
- E. Each occupant agency shall appoint a safety, health and fire protection liaison to represent the occupant agency with DGS.

### **13. CORRECTION OF HAZARDOUS CONDITIONS**

- A. DGS is responsible for correcting hazards associated with the condition of the space it assigns, including hazards related to Building features, fixtures, and systems. DGS is also responsible for correcting hazards in common, joint, and public use spaces. Occupant agencies are responsible for correcting hazards associated with their use of assigned space, including those related to the operation of their program equipment.
- B. Hazardous conditions within the occupant agency's responsibility to correct shall be corrected within 30 workdays when possible. Imminently dangerous conditions shall be corrected immediately upon their discovery. If more than 30 workdays are required for correction, an abatement plan shall be prepared. Corrective alteration measures may be undertaken by DGS and occupant agency shall be required to reimburse DGS for all costs associated with the corrective actions.
- C. Conditions within DGS's responsibility to correct shall be identified, documented and presented to the DGS Building Manager. Imminently dangerous conditions shall be corrected immediately upon their discovery. When an imminently dangerous condition exists, this report shall be made by telephone, with a written report submitted as soon as practicable thereafter. Upon receipt of a properly documented report of hazardous conditions, DGS will promptly investigate, determine a plan to resolve the problems, and inform the occupant agency.

### **14. EMERGENCY EVACUATION PROCEDURES**

The decision to activate the Occupant Evacuations shall be made by the Safety Coordinator or Designated Official, or by the designated Alternate Official. Decisions to activate shall be based upon the best available information, including an understanding of local tensions, the sensitivity of target agency(ies), and previous experience with similar situations. Advice shall be solicited, when possible, from the DGS Building Manager, from the appropriate State Protective Service official, and from federal, state, and local law enforcement agencies.

- A. When there is immediate danger to persons or property, such as fire, explosion, or the discovery of an explosive device (not including a bomb threat), occupants shall be evacuated or relocated in accordance with the plan without consultation. This

shall be accomplished by sounding the fire alarm system or by other appropriate means.

- B. When there is advance notice of an emergency, the Designated Official shall initiate appropriate action according to the Occupancy Emergency Program cited in Section 11.B above.
- C. After normal duty hours, the senior state official present shall represent the Designated Official or his/her alternates and shall initiate action to cope with emergencies in accordance with the Occupancy Emergency Program.

## **15. PARKING**

In addition to any assigned parking spaces, occupant agency and its invitees shall have the non-exclusive right to use common spaces provided to all occupants, invited guests, and/or the public on a first-come, first-served basis, subject to the terms and conditions of any transportation mitigation programs in effect during the term hereof. Occupant agency shall cooperate with DGS to ensure its invited guests and employees abide by the Parking Rules and Regulations established for the Building, as may be modified from time to time.

## **16. SERVICES, UTILITIES, AND SUPPLIES**

The following standards for utilities and services are in effect for the premises and common areas of the Building. Collectively, these are referred to as the Building Services. Unless otherwise specified, all Building Services are provided at no additional cost to the occupant agency. DGS reserves the right to adopt nondiscriminatory modifications and additions/deletions thereto. Such services shall be subject to the provisions of the State Administrative Manual, and all other governing bodies (i.e. DOF, Legislature, etc.), directives, mandates or the like having jurisdiction hereof. Building Services above and beyond those provided per this Policy shall be listed in writing under a separate negotiated agreement with Building and Property Management Branch. DGS shall be reimbursed for these additional services according to the terms of that agreement.

- A. Elevator Facilities: Non-attended automatic elevator facilities.
- B. Heating, Ventilating, and Air Conditioning (HVAC): HVAC services shall be provided during normal Building Hours. Thermostats within the Building will be programmed within limits established for energy conservation by State of California. Upon occupant agency's written request, and provided such requests are deemed reasonable, DGS shall provide supplemental HVAC to the occupant agency for the hours/days requested at the rate established by each Building (subject to periodic review and adjustment) and occupant agency shall be required to pay DGS for any additional charges or fees. Any supplemental heating or cooling units required by the occupant agency for its special equipment (i.e. computer rooms) shall be provided, installed, maintained, and paid by the occupant agency at its sole cost and expense and installed only upon approval of DGS.

- C. Electricity: Electricity in such amounts seven days a week, 24 hours a day, to power occupant agency's standard office machines, personal computers and word processing equipment (subject to such utilities general availability).
- D. Lighting: Overhead and emergency lighting, including the replacement of building standard lighting on an as-needed basis. Specialized lighting supplies necessary for occupant agency's modular furniture, or other unique lighting supplies, shall be replaced by DGS and DGS shall be reimbursed by occupant agency.
- E. Water: Water is made available in the public areas for drinking, as well as in private kitchens, break rooms, and bathrooms as needed.
- F. Janitorial Service: Furnish all services and supplies necessary to clean the premises and common areas of the Building pursuant to normal Building levels of services as may be established from time to time.
- G. Pest Control: Standard pest services as needed to control pest population. Further, occupant agency shall abide by all pest management practices utilized by DGS to manage the pest population.
- H. Sewer and Waste Refuse: Sewer service to all kitchen and restroom facilities. Trash removal associated with normal office cleaning. Occupant agency shall abide by all trash removal policies as may be established from time to time by DGS including but not limited to recycling.

## **17. REPAIR AND MAINTENANCE**

During the term of this Space Assignment, DGS shall maintain the premises in good repair and tenantable condition subject to the terms of this Policy and specifically, Section 12 above, so as to minimize breakdowns and loss of the occupant agency's use of the premises caused by deferred or inadequate maintenance, including, but not limited to: general maintenance of the Building's structure, the common areas and premises, including all appurtenances installed by DGS thereto; preventative maintenance of all systems in accordance with manufacturer's specifications; maintaining landscaped areas and walkways; and minor remedial repairs to painted, carpeted and tiled surfaces. Occupant agency in turn shall use its best efforts to ensure that its employees, guests, contractors and the like cooperate with DGS's maintenance program and do not cause such damage, other than normal wear and tear, that would increase the extent of repairs and/or associated costs required to the Building, the premises and the common areas. Items considered to be non-Building Standard Repair and Maintenance include specialized hardware (i.e. locks, card access readers), non-standard flooring in the premises, specialized HVAC equipment (i.e. supplemental air conditioning units for computer/conference rooms), specialized fire life safety systems (i.e. halon), Uninterrupted Power Supply (UPS) systems for occupant agency's computers, private restroom facilities within the office area of the premises, damage caused by occupant agency or its guests or invitees, etc. Such items will be repaired and maintained by DGS upon occupant agency's request and shall be subject to reimbursement of DGS' costs incurred.

## **18. SPECIAL REPAIRS**

DGS shall pursue on behalf of all occupants of its Buildings additional funding to provide modernization, code compliance, major repairs, and aesthetic and functional changes (collectively, Special Repairs) deemed necessary to ensure the Building and its Common Areas are maintained in a safe manner, comply with all applicable codes, and provide sufficient Base Building system capabilities (i.e. HVAC, lighting, electrical, plumbing, water, sewer, roofing, fire life safety) to allow occupant agency's program (s) to safely and effectively function. However, nothing in this Section shall require DGS to make any Special Repairs when funding is not made available in whole or in part for the purposes thereof.

## **19. SIGNAGE**

DGS will designate the location, quantity, type, size and design of signage for building occupants to be installed on the Building, the premises and/or the Common Areas. Occupant agency shall submit its request detailing its signage requirements to DGS. At DGS's election, such signage may be fabricated and/or installed by DGS or its approved contractor, and occupant agency shall reimburse all associated costs therewith.

## **20. GENERAL RULES**

- A. Posting or affixing materials, such as pamphlets, handbills, or flyers on bulletin boards or elsewhere on DGS-controlled property, and distributing of such materials are prohibited unless conducted as part of authorized state activities, or approval has been obtained by permit from the Building Manager. This section is also subject to the BPM Operations Manual.
- B. Dogs and other animals, except seeing eye dogs, other guide dogs, and animals used to guide or assist persons with disabilities, shall not be brought upon property for other than official purposes.
- C. Prior written approval from Building Manager is required to reserve public spaces for any temporary or occasional use or event, state-sponsored or otherwise.
- D. The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a Building or the climbing upon statues, fountains, or any part of the Building is prohibited.
- E. Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of a California Highway Patrol officer and other authorized individuals.

- F. Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise or a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by state employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

## **21. ASSIGNMENT AND SUBLETTING**

The occupant agency shall not reassign space without prior written consent of DGS, which shall not be unreasonably withheld, but occupant agency shall in any event have the right to sublet the premises to another state agency. Occupant agency shall be responsible for the rental payment continuously and without interruption until such time as superceded by another Space Assignment.

## **22. QUIET POSSESSION**

DGS agrees that the occupant agency, while keeping and performing the covenants herein contained, shall at all times during the existence of this Policy, peaceably and quietly have, hold, and enjoy the premises without suit, trouble, or hindrance from DGS or any person claiming under DGS.

## **23. INSPECTION**

DGS reserves the right to enter and inspect the premises at reasonable times and to render services and make any necessary repairs to the premises.

## **24. SURRENDER OF POSSESSION**

Upon termination or expiration of a Space Assignment, the occupant agency will surrender to DGS the premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which occupant agency has no control or for which DGS may be responsible pursuant to this Policy.

## **25. DISPUTE RESOLUTION**

Any dispute regarding either parties obligations and/or performance under the terms of this Policy that is not disposed of within a reasonable period of time by DGS and occupant agency representative shall be brought to the attention of DGS and occupant agency's Contract Administrators (or designated representative) for joint resolution. At the request of either party, a forum for discussion of the disputed item(s) will be held with high-level management personnel. Both parties agree to act in good faith in resolving any performance dispute.

If consensus cannot be reached through the application of high-level management personnel, such unresolved disputes shall be referred to each respective director, or his/her designee, to work together to reach mutual agreement.