

CITY OF ALAMEDA ORDINANCE NO. _____
New Series

APPROVING A LEASE AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO IMPLEMENT THE TERMS OF THE LEASE WITH DELPHI PRODUCTIONS, INC. FOR TEN YEARS WITH ONE FIVE-YEAR ~~EXTENSION~~RENEWAL OPTION IN BUILDING 39 AT ALAMEDA POINT, 950 WEST TOWER AVENUE

WHEREAS, Delphi Productions Inc. (Delphi) has been a tenant in Building 39 at Alameda Point since 1998; and

WHEREAS, Delphi currently occupies Building 39 on a lease which is set to expire March 31, 2017; and

WHEREAS, Delphi's current lease for Building 39 will be terminated and replaced by this new proposed lease once approved and executed; and

WHEREAS, Delphi provides comprehensive solutions for trade shows, events, museums and retail environments throughout the world; and

WHEREAS, Delphi's capabilities range from creative development, design, fabrication, production to project management, and total program support, as well as in-house media and event production and extensive custom rental exhibit programs; and

WHEREAS, in October 2011, Delphi merged with GGE which created an organization with deeper expertise, broader capabilities and increased services for tradeshow, event, museum, media and retail customers; and

WHEREAS, Building 39 is a large hangar of 106,000 square feet with land and parking area; and

WHEREAS, The monthly base rent over the ten years is \$55,120.00 for year one, \$56,773.60 for year two, \$58,476.81 for year three, \$60,231.11 for year four \$62,038.05 for year five, \$63,899.19 for year six, \$65,816.17 for year seven, \$67,790.65 for year eight, \$69,824.37 for year nine, and \$71,919.10 for year ten; and

WHEREAS, there is one ~~extension~~renewal option which would extend the Term for a period of five years; and

WHEREAS, the tenant will be required to provide a security deposit equal to \$~~471,919~~~~492~~ and the lease contains the standard insurance, indemnity, assignment and termination clauses the ARRA required in its leases and compliant with the Lease in Furtherance of Conveyance (LIFOC) with the United States Navy.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Alameda that by four affirmative votes that:

Section 1. The City Manager of the City of Alameda or his designee is hereby authorized to negotiate, execute, for and on behalf of the City of Alameda, a lease with Delphi Productions Inc. for Building 39 located at 950 West Tower Avenue at Alameda Point for ~~ten five~~-years with one five-year renewal option, subject to such technical or clarifying revisions as are reasonably determined necessary by the City Manager and approved by the City Attorney, and the City Clerk is hereby authorized and directed to attest to the same.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance if, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council of the City of Alameda hereby declares that it would have passed this ordinance, and each section, subsections, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases are declared to be invalid and unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

Presiding Officer of the City Council

Attest:

Lara Weisiger, City Clerk

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the _____ day of _____, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this _____ day of _____, 2017.

Lara Weisiger, City Clerk City of
Alameda

Approved as to form:

Janet C. Kern, City Attorney
City of Alameda