

REQUEST FOR PROPOSAL



Request for Proposals for:

Use of Antioch Marina Building

THE CITY OF ANTIOCH



RFP Release May 27th, 2025

RFP response due by June 24th, 2025 no later than 4:00 PM
Economic Development Department

City of Antioch

REQUEST FOR PROPOSAL

Request for Proposal

**Use of Antioch Marina Building
7 Marina Plaza
Antioch, California 94509**

Bret A. Sweet
Economic Development Program Manager

Gaby Seltzer
Economic Recovery Corps Fellow

May 27th, 2025

For more information concerning this opportunity contact:
Bret A. Sweet, Economic Development Program Manager at (925) 779-6168
Email at bsweet@antiochca.gov

REQUEST FOR PROPOSAL

About the city of Antioch

The city of Antioch has a burgeoning population of professionals, a variety of housing, endless outdoor activities and thriving business hubs. Antioch is not only the second largest city in Contra Costa County with a population of over 115,000 residents, but also one of the oldest cities in California. The area was originally settled in the late summer of 1850 and incorporated as a city in 1872. Antioch has a long rich history that continues to be filled with *Opportunity* for those fortunate to call it home.

Antioch is one of the most diverse cities in the Bay Area. Residents are attracted to Antioch for its open space, market rate housing, water recreation, and schools.

- Population: 115,000 +
- Number of Households: 36,400 +
- Average Household Income: \$90,709
- Education: 26.45% of residents have Bachelors, Graduate, Doctoral or Professional degrees

Presenting a prime commercial opportunity at 7 Marina Plaza, located within the scenic Antioch Marina on the banks of the San Joaquin River. This property boasts a strategic position in a vibrant area known for its recreational boating and fishing activities, making it an ideal spot for businesses targeting both locals and tourists. The building features spacious interiors that can be tailored to various commercial uses, from retail to office spaces, with stunning waterfront views that enhance its appeal.

Surrounded by amenities such as dining options and recreational facilities, this location benefits from high visibility and accessibility. With ample parking available and a family-friendly atmosphere, 7 Marina Plaza is not just a space for business; it's an opportunity to be part of a thriving community that embraces outdoor activities and leisure. Don't miss out on this chance to establish your business in one of California's hidden gems!



REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

- A. The CITY OF ANTIOCH (hereinafter "City") hereby requests Proposals from organizations or companies that have a need for a space and are an allowable use in historic downtown Antioch. Proposals will be received in the Economic Development Department, located at 200 H Street, 3rd, Antioch, CA 94509, due June 24th, 2025 by 4:00 p.m.
- B. SCOPE OF SERVICES. The City intends to enter into a lease agreement for the use of the Marina Plaza Building located at 7 Marina Plaza, Antioch, CA. The Marina Plaza Building is owned by the City of Antioch. The selected proposal will enter into negotiated lease agreement for a specific period of time.
- C. REQUESTS FOR CLARIFICATION OF THE RFP. If any Respondent has any questions regarding the meaning of any part of this RFP, the Respondent shall submit to the **Economic Development Department**, Bret Sweet, Economic Development Program Manager at (925) 779-6168, bsweet@antiochca.gov, by 4:00 p.m., June 10th, 2025. A proposal (bid) walk will be scheduled a week prior to the clarification deadline.
- D. SUBMITTAL OF PROPOSALS. Each Proposal shall be submitted with:
A signed cover letter by an authorized representative of the Respondents firm and will include: (1) this project by name; (2) the full legal name of the Respondent, along with name of contact person, address, phone number, fax number, and e-mail address; and (3) indicates Respondent's willingness to comply with the procedures identified in this RFP.
- (A) A description of how the Scope of Services will be met (how you plan on using the Marina Plaza Building),
 - (B) Rent Structure,
 - (C) Statement of Qualifications and Experience,
 - (D) Terms of Lease Agreement,
 - (E) Business Plan including price structure
 - (E) References

Respondents shall submit (3) copies and (1) USB flash drive of their proposal in a sealed envelope clearly marked on the outside: **"SEALED PROPOSALS FOR – RFP USE OF MARINA PLAZA BUILDING – DO NOT OPEN WITH REGULAR MAIL."**

- E. CITY'S REVIEW OF PROPOSALS. After the Proposals are received and opened by the City, the City shall review and evaluate all Proposals for responsiveness to the Request for Proposals in order to determine whether the Respondent possesses the qualifications necessary for the services required. The City may also investigate qualifications of all Respondents to whom the award is contemplated, and the City may request clarifications of Proposals directly from one or more Respondents. In reviewing the Proposals, the City may consider the following:

REQUEST FOR PROPOSAL

1. Qualifications (including training, experience, creativity, references, and past performance) and experience of the Respondent and its agents, employees, and sub-consultants in completing projects of a similar type, size, and scope.
 2. The feasibility of the Proposals based upon the methodology of the proposed scope of services, reasonableness of the proposed use.
 3. City of Antioch's Lease Agreement *Example* (Attached as "Exhibit 2").
 4. The business (non-residential) must be an allowable use within the Downtown Specific Plan zoning area. Link to: [Downtown Specific Plan](#)
- F. AWARD OF AGREEMENT. Upon completion of the City's review, staff will notify those Respondents who will be considered for further evaluation and negotiation. Interviews *may* be conducted with Respondents; no date has been set for interviews at this time.
1. If the City determines, after further evaluation and negotiation, to award the Agreement, an official Lease Agreement shall be sent to the successful Respondent for the Respondent's signature. No Proposals shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both Consultant and the City.
 2. The City reserves the right to reject any or all Proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each Proposal and projected costs.
- G. PROPOSALS ARE PUBLIC RECORDS. Each Respondent is hereby informed that, upon submittal of its Proposal to the City in accordance with this RFP, the Proposal is the property of the City.
1. Unless otherwise compelled by a court order, the City will not disclose any Proposals while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Respondent, or the City rejects all Proposals, the City shall consider each Proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, et seq.), unless there is a legal exception to public disclosure.
 2. If a Respondent believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Respondent shall: (1) clearly mark the relevant portions of its Proposal "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Respondent shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

REQUEST FOR PROPOSAL

TERMS

The initial term of Agreement is to be determined by proposals submitted and approval of the City.

SCHEDULE

Estimated schedule for firm selection:

Issuance of RFP	May 27th, 2025
Bid Walkthrough Meeting (Zoom)	June 3rd, 2025 at 4pm PST Register at https://us02web.zoom.us/meeting/register/43Xc70VWQiew6NPiRJyP8Q
Request for Clarification of the RFP	June 10th, 2025
Proposals Due 4:00 PM 200 H Street, 3 rd floor, Antioch, CA 94531	June 24th, 2025

REQUEST FOR PROPOSAL

Exhibit 1

SCOPE OF SERVICES

The City of Antioch is seeking an experienced firm that can enter into a Lease Agreement for the use of the Marina Plaza Building located at 7 Marina Plaza, Antioch, CA. The City is looking for a business that has a need for a waterfront space in historic downtown Antioch. The selected proposal will enter into negotiated lease agreement for a specific period of time.

The scope shall include but shall not be limited to:

- Conduct and maintain a successful business in Downtown Antioch
- Business must be an allowable (non-residential) use per City zoning
- Maintain a City owned building
- Pay rent and other fees in a timely manner
- Maintain an active business license
- Follow terms of lease agreement
- Maintain a successful Business Plan and show an expense report
- Be part of the Antioch Community and maintain an active presence
- Show how the City of Antioch and its downtown will prosper with your company/firm

REQUEST FOR PROPOSAL

Exhibit 2

CITY OF ANTIOCH LEASE AGREEMENT 7 Marina Plaza, Antioch, California

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the City of Antioch (“**Landlord**”) and <insert tenant name>. (“**Tenant**”), for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the following terms and conditions:

1. Description of the Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property commonly known as 7 Marina Plaza, Antioch, CA, referred to herein as the “**Premises**” and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference.
2. Term, Occupancy, Renewal, Termination and Holdover.
 - a. Term. The term of this Lease shall commence on <insert month> <insert day #>, <insert year #> (“**Commencement Date**”), and shall continue in effect for ten (10) years, ending on <insert month> <insert day #>, <insert year #>, unless earlier terminated as provided herein.
 - b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Premises on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 15 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate, Landlord shall deliver possession to Tenant.
 - c. Option to Renew. Provided Tenant is not in default of any term of this Lease, Tenant is hereby granted an option to renew this Lease, under the same terms and conditions set forth in this Lease, for one additional term of ten (10) years from and after the expiration of the initial term set forth under Section 2.a. If Tenant desires to exercise this option, it shall provide written notice to Landlord at least sixty (60) prior to the expiration of the initial term.
 - d. Termination. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days’ written notice if Landlord requires the Premises for a public purpose or if the Premises are closed for the purposes of renovation or other construction of improvements. Tenant agrees it shall not assert any claims for compensation in the event of termination of this Lease and Landlord shall have no obligation to provide any alternate location for Tenant’s use.
 - e. Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Should Tenant fail to vacate the Premises prior to expiration, tenancy shall continue on a month-to-month basis, under the same terms and conditions under this Lease, until Tenant has vacated the Premises.
3. Rent. Rent shall be the sum of <insert spelled out> <insert number> per year, payable in advance in one lump sum, which shall be paid on the Commencement Date.

REQUEST FOR PROPOSAL

4. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease shall be payable by hand delivery or mail at the office of the Landlord located at City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.
5. Condition of, and Improvements to, Premises.
 - a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.
 - b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that Landlord shall have no responsibility for any repairs or improvements to the Premises, prior to, or as a condition of, Tenant's occupation of the Premises. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.
 - c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.
6. Use. The Premises shall be used only for Tenant's nonprofit clerical or business operations or for storage space related to Tenant's nonprofit operations, and not for events, and for no other purpose. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord.
7. Compliance with Laws; Non-Discrimination; Hazardous Materials.
 - a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises, or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").
 - b. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Premises.
 - c. Tenant shall not cause or permit any hazardous materials to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises.

REQUEST FOR PROPOSAL

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant, occupant or user of the Premises or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be responsible for all damage to the Premises or any other portion of the Premises caused by Tenant or its employees, agents, invitees, contractors or assignees (individually, a "**Tenant Party**" and collectively "**Tenant Parties**").
9. Repairs and Maintenance.
 - a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Premises is located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense.
 - b. Tenant shall, at Tenant's sole cost and expense, maintain the Premises except as noted under Section 8(a), above, in good, clean condition and repair.
10. Utility Charges. Tenant shall pay, during the term hereof and prior to delinquency, all electric, water, gas, telecommunications charges, and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, and all business taxes and all taxes upon the property and fixtures of the Tenant. Landlord shall not be responsible for any interruptions or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord.
11. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.
12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord
13. Assignment and Subletting; Encumbrances. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Premises including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.
 - a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Premises, or any portion thereof, without Landlord's prior written consent, which may be granted or refused in Landlord's sole discretion.
 - b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.
14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.
15. Indemnification.

REQUEST FOR PROPOSAL

a. Waiver of Claims. Landlord shall in no way be liable for any loss of property in the Premises, however occurring, or for any damage done to the effects of Tenant by any employee, consultant, tenant, member of the public, or other outside person, and Landlord shall have no obligation whatsoever to provide security measures for the benefit of the Premises. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.

b. General Indemnity. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Premises or any other portion of the Premises, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Premises except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 15(b) shall survive the termination or earlier expiration of this Lease.

c. Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Premises and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Premises, arising from any cause.

16. Insurance. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be construed in any way as a limitation on liability under this Lease.

a. Property Insurance. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);

b. Liability Insurance. Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;

c. Worker's Compensation. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the

REQUEST FOR PROPOSAL

Premises including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

d. Umbrella/Excess Liability Insurance. Umbrella or excess liability insurance may be used to satisfy the limits required in Section 15(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.

e. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

f. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises, unless otherwise allowed by Landlord. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.

g. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

17. Damage or Destruction of Premises. In the event that repairs are necessary to alleviate structural hazards because the Premises are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall inform Landlord in writing of such necessity. Landlord shall then have the option, in

REQUEST FOR PROPOSAL

its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs.

18. Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.

c. Institution of voluntary bankruptcy proceedings by Tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

d. The abandonment of the Premises by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

19. Landlord's Remedies. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:

a. Terminate the Lease on written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any.

b. Maintain Tenant's right to possession in which case this Lease shall continue in effect, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease.

c. Pursue any other remedy available to Landlord at law or in equity.

20. Signs. All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Premises, whether inside or outside the Premises, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws, including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.

21. Relocation Benefits. Tenant agrees that its use of the Premises or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

22. Condemnation. If the Premises is taken by condemnation, the Lease shall terminate on the date of the acquisition.

REQUEST FOR PROPOSAL

23. No Dedication. Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Premises to or for the general public or for any public purpose whatsoever.
24. Reservations. Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.
25. No Personal Liability. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.
26. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.
27. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver.
28. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.
29. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
30. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.
31. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.
32. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.
33. Authority. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.
34. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.
35. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.
36. Counterparts. This Lease may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

**SIGNATURE PAGE TO
CITY OF ANTIOCH
LEASE AGREEMENT
7 Marina Plaza, Antioch, California**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT

<insert tenant name>

Date: _____

By: _____

—

Name: _____

Its:

By:

Date: _____

—

Name: _____

Its:

LANDLORD

CITY OF ANTIOCH

Date: _____

I

By: _____

Bessie M. Scott, City Manager

ATTEST:

By: _____

Melissa Rhodes, City Clerk

APPROVED AS TO FORM:

By: _____

Derek Cole, Interim City Attorney

REQUEST FOR PROPOSAL

EXHIBIT "A"

*****ATTACH OR INSERT DESCRIPTION OF PROPERTY*****

Exhibit A

Site Map

APN # 066-010-017-3 City Property Description



General Description of the Premises:

The leased Premises for the Marina Plaza Building only will be limited to the area within the City Property, for a total area of approximately 1,400 square feet interior. The 4,807 square feet perimeter is not available for rent. The general location of the Premises will be approximately within the outlined area shown on the above site map. The Premises include the right of reasonable ingress and egress over the City Property to access, operation, maintenance, and removal purposes.