




SAN RAFAEL CITY COUNCIL AGENDA REPORT	
Department: Public Works	
Prepared by: Bill Guerin, Director of Public Works	City Manager Approval: 

TOPIC: MARIN HISTORY MUSEUM LEASE OF BOYD GATE HOUSE

SUBJECT: CONSIDERATION OF INTRODUCTION OF AN ORDINANCE APPROVING A LEASE OF REAL PROPERTY AT 1125 B STREET (BOYD GATE HOUSE) TO THE MARIN HISTORY MUSEUM

RECOMMENDATION: Pass Ordinance to Print Approving a Lease of Real Property at 1125 B Street, known as Boyd Gate House, to the Marin History Museum.

BACKGROUND: From 2002 to 2015, the City Leased the Boyd Gate House at 1125 B Street to the Marin History Museum. During that time, the Marin History Museum provided the public with art exhibitions and educational programs to celebrate the traditions, innovation and creativity of the people of Marin County.

For the last several years, the City has used the Boyd Gate House to house the Economic Development Department during the construction of the Public Safety Center. With the completion of the Public Safety Center and renovation of the lower floor of City Hall, the Economic Development Department is now situated at City Hall.

The City issued a request for proposals for rental of the Boyd Gate House. The Marin History Museum plans to reopen and applied to the City to again lease the Boyd Gate House for its exhibitions and programs.

ANALYSIS: The proposed Lease provides new terms and conditions to continue the relationship between the City and the Marin History Museum. In addition, the proposed use of the Premises provides increased public benefit and memorializes the public access to the property.

The term of the Lease is for three years with an option to renew for two additional one-year terms. The shorter term allows for both parties to adjust and modify the Lease as changing conditions in an around downtown San Rafael evolve.

The permitted use is for the operation of a History Museum. The Lease allows for other Museum-related uses as approved in advance by the City Manager.

The Lease requires the Museum to assume responsibility for all utilities and services furnished to the Premises or used by the Museum.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

The Lease assigns limited responsibility to the City to maintain the premises and allows the City to enter the Premises to provide regular pest control, periodic exterior painting, and other long-term maintenance, at its discretion.

Staff recommends approval of the Lease to encourage and promote the reopening of the Museum and to revitalize the San Rafael downtown area. Article III, section 12 of the City Charter requires this lease to be approved by ordinance.

FISCAL IMPACT: The proposed Lease agreement requires an annual payment to the City of \$14,400 (in monthly installments of \$1,200). Over the 3-year term the return to the City for the Museum's use of the property is \$43,200. The revenue will be collected and deposited to the General Fund.

OPTIONS:

1. Pass the Ordinance to print approving the Lease to the Marin History Museum
2. Reject the Ordinance with direction to staff for revision
3. Reject the Ordinance and do not rent the Boyd House to the Marin History Museum

RECOMMENDATION: Pass to print the ordinance approving the Lease of real property at 1125 B Street, Boyd Gate House, to the Marin History Museum

ATTACHMENTS:

1. An Ordinance of the City of San Rafael approving a Lease of real property at 1125 B street, Boyd Gate House, to the Marin History Museum
2. Proposed Lease agreement between the City of San Rafael and the Marin History Museum
3. City Council Public Hearing Notice

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SAN RAFAEL
APPROVING A LEASE OF REAL PROPERTY AT 1125 B STREET (BOYD
GATE HOUSE) TO THE MARIN HISTORY MUSEUM**

WHEREAS, the City of San Rafael owns real property located at 1125 B Street, commonly known as the Boyd Gate House; and

WHEREAS, between from 2002 and 2015 the Marin History Museum (“Museum”), a local nonprofit organization, rented the Boyd Gate House from the City for public exhibitions and educational programs celebrating the traditions, innovation and creativity of the people of Marin County; and

WHEREAS, the Museum wishes to reopen and resume its operations at the Boyd Gate House; and

WHEREAS, the City Council wishes to encourage and promote the reopening of the Museum to support its mission and to revitalize the San Rafael downtown area, and finds that leasing Boyd Gate House to the Museum for its operations would be in the best interests of the public and would benefit the public health and welfare; and

WHEREAS, the City Council finds that approval of a lease of an existing structure is categorically exempt from environmental review, pursuant to CEQA Guidelines Section 15301;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES
ORDAIN AS FOLLOWS:**

DIVISION 1.

The City Council hereby approves, and authorizes the Mayor to execute, a lease of the Boyd Gate House to the Marin History Museum for a term of three (3) years, with an option to renew for two additional one-year terms, at a base rental of One Thousand Two Hundred Dollars (\$1,200) per month and on the other terms set forth in the “Lease Agreement Between the City of San Rafael and the Marin History Museum” included with the staff report for this Ordinance, subject to final approval as to form by the City Attorney.

DIVISION 2:

This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published, and circulated in the City of San Rafael, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

KATE COLIN, Mayor

ATTEST:

LINDSAY LARA, City Clerk

The foregoing Ordinance No. _____ was introduced at a Regular Meeting of the City Council of the City of San Rafael, held on the 3rd day of May 2021 and ordered passed to print by the following vote, to wit:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

and will come up for adoption as an Ordinance of the City of San Rafael at a Regular Meeting of the Council to be held on the _____ day of _____, 2021.

LINDSAY LARA, City Clerk

LEASE AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL
AND THE MARIN HISTORY MUSEUM
_____ , 2021

**LEASE AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL
AND THE MARIN HISTORY MUSEUM**

_____, 2021

THIS LEASE is made as of _____, 2021, by and between the CITY OF SAN RAFAEL, a California municipal corporation duly chartered under the laws of the State of California (hereafter "City" or "Lessor"), and the MARIN HISTORY MUSEUM, a California not-for-profit corporation (hereafter sometimes referred to as "Museum" or "Lessee").

RECITALS

A. The City owns that certain real property in the City of San Rafael, County of Marin, State of California, commonly known as Assessor's Parcel No. 011-131-03 (the "City Parcel").

B. From 2002 to 2015, City leased to Marin History Museum a portion of the City Parcel commonly known as the Boyd Gate House at 1125 B Street, San Rafael, California, and more particularly described as set forth in Exhibit "A" attached hereto and incorporated herein by reference ("the Premises"). During that time, the Marin History Museum provided the public with exhibitions and educational programs.

D. City wishes to encourage and promote the reopening of the Museum to continue to celebrate the traditions, innovation and creativity of the people of Marin County and to revitalize the San Rafael downtown area.

E. Operations of the Museum on the Premises would be in the best interests of the public and would benefit the public health and welfare.

F. To continue the mutual benefits provided by the Museum's use of the Premises, the parties desire to enter into a new lease of the Premises on the terms set out in this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENTAL OF PREMISES.

For valuable consideration, the City leases to Marin History Museum and Marin History Museum leases from City the Premises described in Exhibit "A" hereto, including any improvements located thereon, on the terms, covenants and conditions set out in this Lease. The Museum acknowledges that it is taking possession of Premises on an "as-is" basis without warranty of any type.

2. TERM.

2.1. Term. The term of the Lease ("Term") shall be for three (3) years. The Term shall commence on _____, 2021 (the "Commencement Date") and shall expire on _____, 2024 ("Expiration Date").

2.2. Option. The Museum shall have the option to renew this Lease on the same terms, subject to Section 3.2, for two additional periods of one (1) year, upon written notice to renew the Lease provided to City not less than six (6) months prior to the Expiration Date or the end of the renewal term, as the case may be.

3. RENT.

3.1. Rent. The Museum shall pay the City rent in the sum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) per month, payable on the Commencement Date of the Lease and on the first day of each month thereafter throughout the term.

3.2. Rent Adjustment.

a. The monthly rent shall be increased at the commencement of any renewal term pursuant to the option granted under Section 2.2 ("adjustment date" herein) to the lesser of: a) the monthly rent in effect immediately preceding the adjustment date plus five per cent (5%); or b) the monthly rent in effect immediately preceding the adjustment date as adjusted for the change in the Consumer Price Index (CPI), as calculated in Section 3.2.b; provided that in no event will the monthly rent be lower than the monthly rent in effect immediately preceding the adjustment date.

b. The base for computing the CPI adjustment is the Consumer Price Index for all Urban Consumers (base years 1982-1984=100) for San Francisco-Oakland-Hayward, published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index" herein), which is in effect on the date of the commencement of the term ("Beginning Index" herein). The Index published most immediately preceding the adjustment date in question ("Extension Index" herein) is to be used in determining the amount of the CPI adjustment. If the Extension Index has increased over the Beginning Index, the CPI adjustment shall be calculated by multiplying the monthly rent by a fraction consisting of the Extension Index as the numerator and the Beginning Index as the denominator. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used to obtain substantially the same result as would have been obtained if the index had not been discontinued or revised.

4. USE OF PREMISES.

4.1 Permitted Uses. The Premises shall be used for the following uses:

a. Operation and maintenance of a history museum, including providing a Collections Facility and Research Library, educational programs and exhibits to the public.

- b. Other Museum-related uses approved in advance by the City Manager, which approval shall not be unreasonably withheld.

4.2 Limits on Use. Museum shall not use the Premises for any purpose, other than as set forth in this Lease, nor in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties.

5. Intentionally not used.

6. UTILITIES.

Museum shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Museum, including, without limitation, gas, electricity, water, telephone service, and garbage collection, and for all connection charges. City represents and warrants that all utilities are currently provided to the Premises and that all utilities are separately metered.

7. IMPROVEMENTS.

No improvements to the Premises shall be undertaken without prior written approval of the City, which approval shall not unreasonably be withheld. Title to all improvements constructed by the Museum shall be owned by the Museum until expiration of the Term or any renewal thereof, or the earlier termination of this Lease. All improvements to the Premises at the expiration of the Term or any renewal thereof, or the earlier termination of this Lease shall, without compensation to the Museum, then automatically and without any act of the Museum or any third party become the property of the City. The Museum agrees to execute, acknowledge, and deliver to the City any instrument reasonably requested by the City as necessary in the City's opinion to perfect the City's right, title, and interest to the improvements and the Premises, at such time and in such form as the City may request and the City Attorney shall approve. Improvements shall not be interpreted to include any display cases or casework installed to display historical artifacts or educational materials.

8. MAINTENANCE AND REPAIRS.

8.1. Lessee's Duty to Maintain Premises. At all times during the term, Museum shall, at its cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto in good order and repair and safe condition, and the whole of the Premises in a clean, sanitary, orderly, and attractive condition. The Museum shall make any and all repairs in and about the Premises and the improvements that may be required and shall otherwise observe and comply with all public laws, ordinances, and regulations from time to time applicable to the Premises; and Museum shall indemnify and save harmless the City against all actions, claims, costs and damages incurred by reason of Museum's failure to comply with and perform the provisions of this section.

8.2. City's Limited Responsibility to Maintain Premises. At all times during the term, City may in its discretion, at its cost and expense, enter the Premises to provide regular pest and management control, cyclical exterior painting, roof and slab maintenance, structural repairs not considered maintenance in nature and other long-term building maintenance. City shall also maintain all sewer and water lines from the property line to the point of entry into the Premises.

8.3. No Responsibility of City. Other than as outlined in Paragraph 8.2 above, City shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the Term or extended term of this Lease.

8.4. Mechanic's Liens. Marin History Museum shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any work of construction, repair, restoration, replacement or improvement, or any other claim or demand; the Museum shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. The Museum agrees to indemnify and hold harmless the City and the Premises from all liability for all such liens, claims, and demands, together with City's reasonable attorney's fees and costs and expenses in connection therewith.

9. INSURANCE.

9.1. Insurance. During the term of this Lease and any renewal thereof, the Museum shall maintain, at its sole cost and expense: (a) Commercial General Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate, insuring against all liability of the Museum and its authorized representatives arising out of or in connection with the Museum's use or occupancy of the Premises; and (b) Worker's Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, endorsed to waive any right of subrogation against the City. Upon the Museum's exercise of any option provided for in Section 2, if, in the reasonable opinion of the City, the amount of insurance coverage at the time is not adequate, the Marin History Museum shall increase the insurance coverage as reasonably required by the City.

9.2. The Marin History Museum's Fire Insurance for Personal Property. The Museum shall, at its sole cost and expense, maintain on all the personal property located within the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of their actual cash value. The proceeds from any such policy shall be used by the Museum for the replacement of said personal property or for the restoration of the Museum's improvements or alterations.

9.3. Other Insurance Requirements. All the insurance required under this Lease shall meet the following requirements:

a. All policies shall be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A+ by A.M. Best as rated in the most recent edition of Best's Insurance Reports and a Standard & Poor's rating of AAA.

b. General Commercial Liability insurance shall provide, or be endorsed to provide that the City, its officers, agents, employees, and volunteers are additional insureds under the policy.

c. General Commercial Liability insurance shall provide, or be endorsed to provide, that the Museum's insurance shall be primary and noncontributory with respect to any insurance or coverage maintained by the City.

d. All policies shall be endorsed to waive against the City any right to subrogation which any insurer of Museum may acquire against City by virtue of the payment of any loss under such insurance, and Museum agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

e. Within thirty (30) days after the Commencement Date of this Lease, the Museum shall submit to the City Attorney for approval as to form and sufficiency as requested: (1) Certificates of Insurance evidencing the insurance coverages required in this Lease; (2) a copy of the policy declaration page and endorsement page listing all policy endorsements for the general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Lease. The City shall additionally have the right to obtain a full certified copy of any insurance policy and endorsements upon reasonable request.

9.4 Broader Insurance Proceeds Available to Lessor. It shall be a requirement under this Lease that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Lease; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

10. INDEMNIFICATION.

Museum shall defend, protect, indemnify and hold harmless the City against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) (collectively "Claims") arising in any way out of the Museum's operations on or use of the Premises under this Lease, regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City. However, to the extent that liability is caused by the active negligence or willful misconduct of the City, Marin History Museum's indemnification obligation shall be reduced in proportion to the City's share of liability for the active negligence or willful misconduct. The defense and indemnification obligations of this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this

Lease, and shall survive the termination or completion of this Lease for the full period allowed by law.

11. DESTRUCTION.

If, during the term, the Premises are totally or partially destroyed or damaged, rendering the Premises totally or partially inaccessible or unusable, either party may terminate the Lease by giving the other party at least 30 days' notice.

12. ASSIGNMENT.

The Museum shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without first obtaining the City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment, encumbrance or sublease without the City's consent shall be void and shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute consent to a subsequent assignment, encumbrance or sublease.

13. DEFAULT.

13.1. Marin History Museum 's Default. The occurrence of any of the following shall constitute a default by the Museum:

a. Failure to pay any amount under this Lease when due if such failure continues for thirty (30) days.

b. Failure to perform any other provision of this Lease if such failure to perform is not cured within thirty (30) days after notice of such failure has been given by the City to the Museum. If the default is curable but cannot reasonably be cured within thirty (30) days, the Museum shall not be in default of this Lease if the Museum commences to cure the default within the thirty (30)-day period and diligently and in good faith continues to pursue the cure of such default.

c. An assignment, encumbrance, or sublease without obtaining the City's written consent pursuant to Section 12.

d. Abandonment or surrender of Premises by the Museum.

f. Any attachment, execution, levy, or seizure under legal process, of the Museum's interest in Premises.

g. Appointment of a receiver to take possession of the Museum's interest in the Premises, for any reason.

h. Filing of a petition in bankruptcy by or against the Museum.

- i. Any other event designated by this Lease as an event of default.

13.2. Notice of Marin History Museum Default. Notices of default given under this section shall specify the alleged default and the applicable lease provisions and shall demand that the Museum perform the provisions of this Lease, within thirty (30) days, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless the City so elects in the notice. The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California. Such notices are the only notices required to be given by the City to the Museum in the event of a default and are not in addition to any statutory notices required under the unlawful detainer statutes of California.

13.3. City's Remedies.

a. **Nature of Remedies.** The City shall have the following remedies if the Marin History Museum commits a default. These remedies are not exclusive; they are cumulative and in addition to any other remedies now or later allowed by this Lease or by law.

b. **Termination of the Marin History Museum's Right to Possession.** The City may terminate the Museum's right to possession of the Premises at any time if the Museum fails to cure a default within any applicable cure period. No act by the City other than giving specific written notice to the Museum of the City's intent to terminate the Museum's right to possession of the Premises shall be necessary to terminate this Lease. Acts of maintenance by City to protect the City's interest under this Lease shall not constitute a termination of the Museum's right to possession of the Premises.

c. **City's Right to Cure the Marin History Museum's Default.** The City, at any time after the Museum commits a default, may, but need not cure the default at the Museum's cost. If the City at any time, by reason of the Museum's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the City shall be due immediately from the Museum to the City at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by the City until the City is reimbursed by the Museum .

14. CITY'S ENTRY ON PREMISES.

The City, its officers, employees, agents & volunteers shall have the right to enter the Premises at all reasonable times and on reasonable notice for any of the following purposes:

a. To determine whether the Premises are in good condition and whether the Museum is complying with its obligations under this Lease.

b. To perform any necessary construction or maintenance and to make any restoration to the Premises that the City has the right or obligation to perform.

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease or required by law.

15. NOTICE.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other party; or (2) three (3) business days after the same has been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below. A courtesy copy will be sent by email to the email addresses shown below.

The City: City of San Rafael
Attention: City Clerk
1400 Fifth Avenue, Room 209
San Rafael, CA 94901
City.clerk@cityofsanrafael.org

with copy to: City of San Rafael, Office of the City Attorney
1400 Fifth Avenue, Room 292
San Rafael, CA 94901
City.attorney@cityofsanrafael.org

The Marin History Museum:
Marin History Museum
Attention: Gary Ragghianti
45 Leveroni Court
Novato, CA 94949
gtraggs@rflawllp.com

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above by giving the other party written notice of the new address in the manner set forth above.

16. NONWAIVER.

No delay or omission in the exercise of any right or remedy of either party shall impair such a right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

17. ATTORNEYS' FEES.

If either party commences an action or suit against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

18. SURRENDER OF PREMISES, HOLDING OVER.

18.1. Surrender of Premises. On expiration of the Term or any extension, or on earlier termination thereof as provided in the Lease, the Museum shall surrender to the City the Premises and all improvements thereon in good condition, except for ordinary wear and tear. The Museum shall remove all its personal property within thirty (30) days following expiration or termination of the Lease. The Museum shall perform all restoration to the Premises made necessary by the removal of any alterations or the Museum's personal property within the time periods stated in this section. The City may elect to retain, or dispose of in any manner, any alterations or the Museum's personal property that the Museum does not remove from the Premises prior to expiration or termination of the Term as allowed or required by this Lease by giving at least ten (10) days' written notice to the Museum. Title to any such alterations, or the Museum's personal property that the City elects to retain or dispose of on expiration of the ten (10)-day period, shall vest in the City. The Museum waives all claims against the City for any damage to the Museum resulting from the City's retention or disposition of any such alterations or the Museum's personal property. The Museum shall be liable to the City for the City's costs for storing, removing, and disposing of any alterations or the Museum's personal property. If the Museum fails to surrender the Premises to the City on expiration of the Term or extension as required by this section, the Museum shall defend, indemnify, protect, and hold the City harmless from all damages, claims, or liabilities resulting from the Museum's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from the Museum's failure to surrender the Premises.

18.2. Holding Over. If the Museum, with the City's prior consent, remains in possession of the Premises after expiration or termination of the Term or extension thereof, or after the date in any notice given by the City to the Museum terminating this Lease, such possession by the Museum shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy. Monthly rental during any such holding over may be increased as provided in Section 3.2 at the beginning of the holding over period and not more frequently than annually thereafter.

19. MISCELLANEOUS PROVISIONS.

19.1. General Conditions.

- a. **Time of Essence.** Time is of the essence of each provision of this Lease.
- b. **Consent of Parties.** Whenever consent or approval of either party is required and no standard for that approval is specified herein, that party shall not unreasonably withhold or delay such consent or approval.
- c. **Successors.** This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

d. **Non-Discrimination.** The Museum shall not discriminate, in any way, against any person on the basis of age, sex, sexual orientation, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Lease.

19.2. Interpretation of Lease.

a. **California Law; Venue.** This Lease shall be construed and interpreted in accordance with the laws of the State of California. Any and all actions to enforce this agreement shall be conducted in the County of Marin, California.

b. **Integrated Agreement; Modification.** This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties.

c. **Captions; Table of Contents.** The captions and the table of contents of this Lease shall have no effect on its interpretation.

d. **Singular and Plural.** When required by the context of this Lease, the singular shall include the plural.

e. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

19.3. Taxes. Museum is advised that this Lease may create a possessory interest, or some other interest subject to taxation or assessment. The Museum understands, acknowledges, and agrees that it is solely responsible for payment of all applicable taxes.

19.4. Compliance with all Laws. Museum shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of its duties and obligations under this Agreement. The Museum shall perform all services under this Lease in accordance with these laws, ordinances, codes and regulations.

20. PROCEDURE FOR DISPUTES.

20.1. Mediation. Any dispute between the parties relating to the interpretation of the Lease and/or enforcement of their rights and obligations under this Lease shall be referred to mediation within thirty (30) days written notice of one party to the other. Mediation shall be conducted by a mediator mutually agreed upon by the parties. If the parties cannot agree within ten (10) calendar days of receipt of the Notice to Mediate, the parties may apply to the presiding judge of the Marin Superior Court to appoint a mediator. The mediation shall be conducted within ninety (90) days of appointment of the mediator. Costs of mediation shall be divided equally between the two parties.

20.2. Judicial Action. Should mediation not resolve the dispute between the parties, either party may pursue judicial remedies in the appropriate court. The prevailing party in any judicial action shall recover their reasonable attorneys' fees and costs.

Initials: **The City** _____ **The Marin History Museum** _____

21. COUNTERPARTS.

This Lease may be executed by the parties by electronic signature and in counterparts, each of which shall be deemed to be an original copy.

IN WITNESS WHEREOF, this Lease is hereby executed as of the date first above written.

CITY OF SAN RAFAEL
A California municipal corporation

MARIN HISTORY MUSEUM
A California non-profit corporation

KATE COLIN, Mayor

By: _____

Title: _____

Dated: _____

Dated: _____

By _____

And (add signature of second corporate officer)

ATTEST:

LINDSAY LARA, City Clerk

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

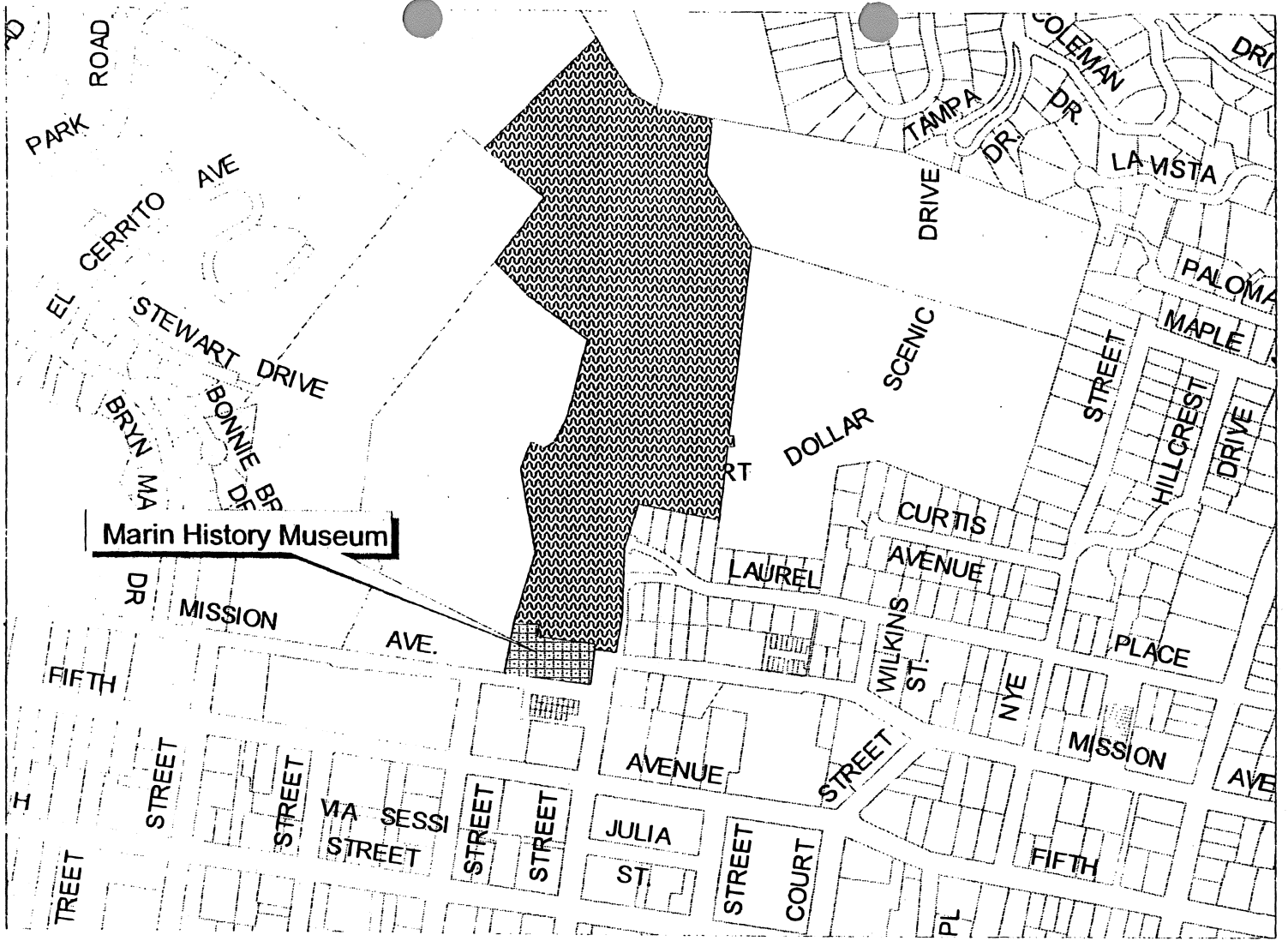
ROBERT F. EPSTEIN, City Attorney

LEGAL DESCRIPTION

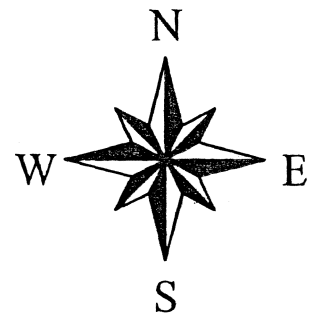
Real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

Beginning at the Northwest corner of Hanson Street (now Mission Street) and B Street as said streets are shown on the plat of the Townsite of the Town of San Rafael, filed in the office of the County Recorder of Marin County on the 14th day of October A.D. 1873: thence along the Westerly line of said B Street, north 7° 13' East, 93.8 feet to the Northerly line of Sixth Street (now Mission Street); thence along the prolongation of said Westerly line of B Street, north 7° 13' East, 23.201 feet; thence North 83° 03' West, 164.945 feet; thence North 6° 57' East, 26.00 feet; thence North 83° 03' West, 84.00 feet to a point on the Westerly line of the lands conveyed to the City of San Rafael by John F. Boyd et ux, by deed dated May 1, 1905, and recorded in Volume 92 of Deeds, Page 369, Marin County Records; thence along said Westerly line, south 6° 57' West, 143.00 feet to the Northerly line of said Hanson Street (now Mission Street); thence along the said Northerly line of Hanson Street (now Mission Street), South 83° 03' East, 248.4 feet to the point of beginning.

Containing 31, 278.7 square feet.



1125 "B" Street
 GPA00-5 / ZC01-11 / ED00-116
 Marin History Museum



City of San Rafael

EXHIBIT "A"

CITY OF SAN RAFAEL

NOTICE OF PUBLIC HEARING

The City Council of the City of San Rafael will hold a public hearing:

- PURPOSE:** Public Hearing: To consider adoption of an ordinance approving a Lease of real property at 1125 B Street, Boyd Gatehouse, to the Marin History Museum for a term of three years with an option to renew for two additional one-year terms.
- DATE/TIME/PLACE:** Monday, May 3, at 7:00 p.m.
Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and the Marin County Shelter in Place Order, the San Rafael City Council hearing of May 3, 2021 will not be physically open to the public and the meeting will be streamed live to YouTube at www.youtube.com/cityofsanrafael. Instructions on how to participate online will be available on the YouTube channel. You will also be able to listen/speak by telephone. The number will be provided on agenda.
- WHAT WILL HAPPEN:** You may comment on the proposed Lease Agreement ordinance. The City Council will consider all public testimony and will then decide whether to pass the Lease to print.
- IF YOU CANNOT ATTEND:** You may send a letter to City Clerk, City of San Rafael, 1400 Fifth Avenue, Room 209, San Rafael, CA 94903 or by email LindsayL@cityofsanrafael.org.
- FOR MORE INFORMATION:** You may contact Faby Guillen, Public Works Sr. Project Manager, at (415) 485-3435 or faiolag@cityofsanrafael.org. Office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m.

SAN RAFAEL CITY COUNCIL

/s/ LINDSAY LARA
LINDSAY LARA, City Clerk