

OFFICE OF THE
COUNTY ADMINISTRATOR

Matthew H. Hymel
COUNTY ADMINISTRATOR

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August 7, 2023

Marin City Community Services District (MCCSD)
630 Drake Ave.
Marin City, CA 94965
Attn.: Juanita Edwards, Interim General Manager
jedwards@marincitycsd.com

RE: Proposal for new Lease Agreement for office space at 630 Drake Ave,
Annex Suite, Marin City, CA for the County of Marin's Health & Human
Services Department

Dear Ms. Edwards:

The County of Marin is pleased to submit the following proposal for a new lease agreement to lease space in the above referenced building incorporating the terms and conditions outlined below. Any items not specifically addressed in this document shall be addressed and mutually agreed upon by all parties in a lease agreement. Note a major assumption of the terms as outlined below is that the County, and not the MCCSD shall make all the legally required upgrades within the Annex Suite at County's cost in order for the County to have staff and visitors occupy the space. This may include upgrades of the legal path-of-travel from the nearest public transit location to the Annex Suite.

- Building:** 630 Drake Ave., Annex Suite
Marin City, CA 94965
- Premises:** The County would occupy a separate portion of 630 Drake Ave., Annex Suite (the "Premises"). The Premises consist of approximately 2,500 rentable square feet (RSF), subject to final BOMA measurements. Please see attached Exhibit A below for further description.
- Use:** General office, clinical and interview rooms primarily for County of Marin's Health & Human Services Department, but may include other County departments. Premise will be used for seeing the general public and any other use allowed by law.
- Term:** The Lease Term will be for sixty (60) months, commencing January 1, 2024.

Commencement of Rent:	The Commence of Rent by County to MCCSD shall be abated while the County makes the legally required improvements within the Premises and including the legal path-of-travel. The rent shall commence upon substantial completion of all work and receipt of Certificate of Occupancy from the appropriate building officials having oversight. The Commencement of Rent date shall be formalized in a Notice of Commencement of Rent Date signed by both parties, and any rent for a partial month shall be will be a prorated based upon a thirty (30) day month.
Options:	County requests three (3) options for renewal at twenty-four (24) months each option at same Monthly Base Rent. County will provide written notice of option not less than four (4) months in advance of lease expiration.
Early Termination:	County will have option to terminate lease upon six (6) month written notice.
Monthly Base Rent:	The initial base monthly rental rate shall be \$2.00 per RSF at \$5,000.00 per month, subject to final BOMA measurement of space. On each anniversary of the Commencement of Rent the base rent will be increased by 2.0% flat rate.
Identity:	Exterior signage hung on façade at entry as well as interior signage.
Parking:	Non-exclusive and undesignated parking for County staff, vendors, invitees and patrons.
Building Hours:	County will have access to the Premises 24 hours per day, 7 days per week. County's operating hours are within 7am-6pm Monday through Friday, subject to County holidays.
Operating Expenses and Real Estate Taxes:	Lessor shall pay for Operating Expenses. Operating expenses shall include real property taxes, insurance, electrical, plumbing, fire sprinkler, janitorial, maintenance, management fees, building security, sidewalks, parking lot, driveways, signage, HVAC, pest control, PG&E, roof, utilities, exterior work and all cost for common area maintenance and repairs.

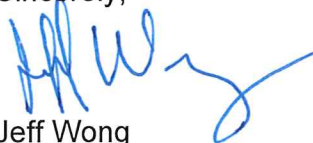
Tenant Improvements: Upon availability to perform work within the Annex space, approximately starting in the January 2024 timeframe, County will provide tenant improvements to Premises to modernize space, provide functionality for users and provide accessibility. Should MCCSD have the legal ability to offer the County early access to the Premises to perform the Tenant Improvements, MCCSD shall inform County and the Term Commencement shall not be adjust for such early access.

Hazardous Substances: Lessor represents that there are no environmental hazards or violations in or around the Building that pose a present danger to health, life or safety. To the extent that there are any environmental hazards or violations in the future, Lessor will correct at its own cost.

Subject to Lease Execution: The proposal is an outline of the major lease provisions only and is neither a binding legal agreement nor should it be construed as a legal offer to lease. Neither Owner nor County will have any obligations resulting from the proposal made hereby nor will any obligation or liability be incurred by either party until and unless a lease is executed by both parties.

Thank you in advance for your response. Please submit your acceptance or response to Jeff Wong via email at Jewong@marincounty.org within ten (10) business days of receipt of this Proposal. **Please submit your response in the same form as this proposal, with any changes shown in redline format.** In the meantime, please call if you are in need of any clarification or additional information.

Sincerely,



Jeff Wong
Senior Project Manager
415-473-6277
Jewong@marincounty.org

Agreed and Accepted:

MARIN CITY COMMUNITY SERVICES DISTRICT

By: _____

Print Name: _____

Date: _____

Title: _____

Exhibit A – Ground Floor Plan

