

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of                     , 2026 (“Effective Date”), by and between the City of San Leandro, a municipal corporation (“San Leandro”), and the City of Oakland, a municipal corporation (“Oakland”). San Leandro and Oakland may each be referred to herein as a “Party” or collectively as the “Parties”.

**RECITALS**

- A. The property located at 1 East 14th Street/10701 International Boulevard (the “Property”) is comprised of four Alameda County Assessors Parcels Numbers (APN Nos. 75-204-1, 45-5196-4, 45-5196-1-1, and 45-5196-1-2) and straddles the border between the cities of San Leandro and Oakland. The Property is further depicted in Exhibit A, attached hereto and incorporated herein. The Property is generally bounded by 107<sup>th</sup> Avenue on the North, Bristol Boulevard on the South, two private residences on the West (1350 107<sup>th</sup> Avenue and 128 Bristol Boulevard), East 14<sup>th</sup> Street on the East. Approximately 42% of the Property is located in San Leandro, and approximately 58% of the Property is located in Oakland.
- B. An existing 28,813 square foot structure is located entirely on the portion of the Property within the City of San Leandro (the “Building”). An existing parking lot is located on the portion of the Property within the City of Oakland (the “Parking Lot”).
- C. Greater Grace Temple (“Applicant”) desires to make improvements to the Building and Parking Lot, as well as other site improvements to the Property as a whole (collectively, “Project”). The Project will not include the construction of any structures on the Parking Lot, and does not involve a change of use.
- D. In order to efficiently consider the Project, the cities desire to enter into this MOU to memorialize the designation of San Leandro as the lead agency for the entirety of the Project, for the purposes of both land use approvals and building inspection of the Project, including but not limited to issuance of building and occupancy permits, consistent with the terms and conditions contained in this MOU.
- E. Each city will remain responsible for the portion of the Property located within that city’s boundaries for the purposes of providing 911 and other municipal services.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**I. Lead Agency under CEQA**

San Leandro shall serve as Lead Agency for purposes of review under the California Environmental Quality Act (CEQA).

## **II. Planning Approval Process**

San Leandro will be the approval authority for all land use approvals regarding the proposed Project on the Property, including but not limited to zoning approvals, variances, design review, and issuance of conditional use permits or the like, to the extent that any such approvals may be necessary. San Leandro shall apply its land use regulations, except as may be otherwise stated in the MOU.

A. Applications. Applicant will submit a planning application to the City of San Leandro. A notice regarding the Project will be sent to the Oakland Bureau of Planning at the same time as the notices are sent to neighbors as required by the City of San Leandro Zoning Code and this MOU. Any staff reports will be sent to the Oakland Bureau of Planning prior to any public hearings regarding the application at the same time the report is made available to the public.

B. Noticing. In undertaking noticing for actions by the City of San Leandro, all property owners within a 500-foot radius of the Property will be notified to ensure that neighbors from both jurisdictions are notified of the Project.

C. Conditions of Approval. The San Leandro will provide to the Oakland a copy of the Conditions of Approval for the Project at the same time as the Applicant receives a copy, if the Project is approved.

D. Ongoing Jurisdiction. Both San Leandro and Oakland understand that, by virtue of the proposed location of this Project, a portion of the Project, if approved, will be constructed within the City of San Leandro, and a portion of the Project will be constructed within the City of Oakland. Except as otherwise provided in this MOU, the owners of the Project will be subject to the laws of both cities.

- i. Oakland acknowledges the continuing jurisdiction of San Leandro and its Charter and Municipal Code within those portions of the Project located within the City of San Leandro, and will not undertake any action or approval that will result in any violation of any of those laws. San Leandro acknowledges the continuing jurisdiction of the City of Oakland and its Charter and Municipal Code within those portions of the Project located within the City of Oakland and will not undertake any action or approval that will result in any violation of those laws, except as may regard planning or building approvals for buildings partially located in the City of San Leandro. The City of San Leandro shall have jurisdiction over planning and building approvals for those buildings partially and wholly in the City of San Leandro.
- ii. The Oakland and San Leandro both reserve the right to take such actions as necessary to enforce the laws, conditions or requirements within each city. Both cities agree to cooperate with the other city in any action undertaken to enforce any condition or requirement imposed on the Project.

### **III. Building and Permit Issues**

A. Building Permit and Plan Check. San Leandro will be responsible for building permit issuance, plan check, issuance of certificates of occupancy, building inspections and similar activities for the entire Project consistent with the appropriate procedures, fees, and standards of San Leandro. Except as set forth elsewhere in the MOU, inspections of the Project will be conducted by the San Leandro. Prior to the issuance of a building permit, Alameda County Fire Department shall, on behalf of San Leandro, review and approve the fire and life safety systems including, but not limited to, fire hydrants, fire sprinkler systems, fire alarm systems, fire department access, and water distribution systems. In addition, prior to the issuance of a building permit, the San Leandro Building Department shall review the building permit plans to ensure compliance with the approved Conditions of Approval. San Leandro retains the authority to issue future building permits for buildings on the Property located either partially or wholly within its jurisdiction.

B. Building Address. The existing structure will retain the address of 1 East 14<sup>th</sup> Street, San Leandro, and the Project will have a San Leandro address on East 14<sup>th</sup> Street, if a new address is required for the Project.

### **IV. Emergency Service**

The Alameda County Fire District, who provides fire protection and prevention services within the City of San Leandro, shall be responsible for the provision of emergency and public safety services to the Project, including those portions located in the City of Oakland.

### **V. Fees**

A. Public Improvement Fees. The Applicant shall be responsible for paying any public improvement fees required for the Project in San Leandro, including sewer connection fees and sewer user fees as applicable. The Applicant shall be responsible for paying sewer connection fees to the City of San Leandro for those structures in the Project that discharge to the City of San Leandro sewer system. The sewer user fees are collected by East Bay Municipal Utility District as a part of monthly water bills.

B. Other Fees. The Applicant shall be responsible for paying any fees required by San Leandro for staff review of encroachment permits, building permit plans, public improvement plans, and subdivision maps for consistency with Project approvals and city design standards.

C. Not Comprehensive. The listing of specified fees in this Section V is not intended to serve as a comprehensive list of applicable fees from either jurisdiction.

### **VI. Indemnification**

A. No Liability To Third Parties. Nothing in this MOU shall be deemed to create rights or obligations in the Applicant or third parties not signatories to this MOU.

B. Indemnification.

- i. Oakland. Oakland shall defend, indemnify and hold harmless San Leandro from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOU or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of Oakland, its officers, agents or employees.
- ii. San Leandro. San Leandro shall defend, indemnify and hold harmless Oakland from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damage arising out of the performance of this MOU or arising from or connected to the approval process or relating to the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or the result of the negligent or intentional acts or omissions of San Leandro, its officers, agents or employees.

**VII. Miscellaneous Provisions**

A. Notice. For any action related to this MOU, each City shall be sent notices at the following addresses:

**To San Leandro:**

City of San Leandro  
Community Development Department  
835 E 14th St, San Leandro, CA 94577  
Attention: Director Tom Liao  
Phone: (510) 577-6003  
Email: [tliao@sanleandro.org](mailto:tliao@sanleandro.org)

With a copy to:

City of San Leandro  
City Attorney  
835 E 14th St, San Leandro, CA 94577  
Attention: Richard Pio Roda  
Phone: (510) 808-2000  
Email: [richard@redwoodpubliclaw.com](mailto:richard@redwoodpubliclaw.com)

**To Oakland:**

City of Oakland  
Dept. of Planning and Building  
250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612

Attention: Robert Merkamp  
Phone: (510) 381-5312  
Email: rmerkamp@oaklandca.gov

With a copy to:

Office of the City Attorney  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612  
Attention: Jordan Flanders  
Phone: (510) 238-3837  
Email: jflanders@oaklandcityattorney.org

B. Headings. The headings in this MOU are for reference and convenience of the parties and do not represent substantive provisions of this MOU.

C. Governing Law. This MOU shall be governed by the laws of the State of California.

D. Modifications. Any modification of or amendment to this MOU will be effective only if it is signed in writings by all parties.

E. Counterparts. This MOU may be executed in any number of counterparts (including by fax, PDF, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. Project Permit File. This MOU shall be kept and maintained at all times in the Property's Planning Permit file with the City of San Leandro Planning Department. The City of Oakland shall be provided a copy of this MOU upon request.

IN WITNESS WHEREOF, San Leandro and Oakland have each caused this MOU to be duly executed on its behalf as of the Effective Date.

City of San Leandro

City of Oakland

Authorized by Resolution No. \_\_\_\_\_

Adopted \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_