



# City of San Leandro

Meeting Date: September 2, 2014

## Staff Report

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**File Number:** 14-347

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.C.

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Cynthia Battenberg  
Community Development Director

**FINANCE REVIEW:** Not Applicable

**TITLE:** Staff Report for a Resolution Authorizing the City Manager to Execute a 10-Year Lease Agreement with St. Leander Parish for the Installation of Artwork at 474 West Estudillo Avenue

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### SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a 10-year lease agreement with St. Leander Parish for the use of the exterior west facing wall on the gymnasium building for the installation of artwork at 474 West Estudillo Avenue.

#### Analysis

On November 16, 2013, the City held an Arts and Culture Town Hall meeting to present ongoing cultural and art programs in the City and to seek input on future programs. The format was interactive and offered multiple opportunities for participants to provide direction on the City's arts and cultural programs. One of the priorities coming out of the meeting was to promote art projects citywide and find spaces for these projects. The proposed lease space at St. Leander Parish will be used for artwork promoting the cultural heritage of San Leandro.

The following are the lease agreement terms between the City and St. Leander Parish:

- 10 year initial term at \$5,000, optional renewal for another 10 years at \$5,000, total of \$10,000.
- St. Leander Parish and the City must both agree on the proposed artwork design, which will be funded either by the City or through partnerships developed by the City.
- City will maintain the artwork and the wall clean, and graffiti and hazard free.
- City will maintain appropriate levels of commercial and general liability insurance.

Although planning is underway to determine the art that will be installed at this location, no

firm plans are in place at this time. Staff will provide an update to the City Council when more information is available.

**Legal Analysis**

The resolution and lease agreement have been reviewed as to form by the City Attorney's Office.

**Fiscal Impacts**

The lease will cost \$10,000 with an initial payment of \$5,000 at the execution of the lease agreement and another \$5,000 at year ten to be paid from the Office of Business Development's Commercial Incentive Program account 010-41-003.

**ATTACHMENT**

**Attachment to Related Resolution**

- Lease Agreement

**PREPARED BY:** Justin Proffitt, AICP, Development Specialist, Community Development Department



# City of San Leandro

Meeting Date: September 2, 2014

## Resolution - Council

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**File Number:** 14-354 **Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Cynthia Battenberg  
Community Development Director

**FINANCE REVIEW:** Not Applicable

**TITLE:** RESOLUTION Authorizing the City Manager to Execute a 10-Year Lease Agreement with St. Leander Parish for the Use of the Exterior West Facing Wall on the Gymnasium Building for the Installation of artwork at 474 West Estudillo Avenue (approves 10-year initial term at \$5,000, with optional renewal for another 10 years at \$5,000, for a total of \$10,000 to be paid from Office of Business Development's Commercial Incentive Program account)

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WHEREAS, a draft agreement between the City of San Leandro and St. Leander Parish has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement substantially in the form presented, for a 10 year initial term at \$5,000, with optional renewal for another 10 years at \$5,000, for a total of \$10,000, is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said agreement, subject to the approval of the City Attorney; and
3. That an original executed agreement shall be attached to and made a part of this resolution.

LEASE AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND ST.  
LEANDER PARISH FOR THE USE OF THE EXTERIOR WEST FACING  
WALL ON THE GYMNASIUM BUILDING FOR THE INSTALLATION OF  
ARTWORK

This Lease Agreement for use of a discrete portion of real property is made this 6th day of August, 2014 by the City of San Leandro ("Tenant"), a charter city formed under the laws of the State of California and St. Leander Parish ("Landlord"), a territorial division of the Roman Catholic Diocese of Oakland, together referred to as "Parties," for the use of the western facing exterior wall of the real property adjacent to San Leandro Boulevard, commonly known as the Saint Leander's Gymnasium building, and located at 575 West Estudillo Avenue (the "Wall") for the following defined term: **10 years, commencing August 6, 2014, with an automatic extension for an additional 10 years, for a total of 20 years.**

**Total Rent:** The total rent for the Term, and the extension defined above is \$10,000. The rent shall be paid on the first day of the Term as follows: One check for five thousand dollars (\$5,000) made payable to "St. Leander Parish" and sent to 474 West Estudillo Avenue, San Leandro, CA 94577 and one check for \$5,000 on the first day of the first and only automatic extension, made payable to St. Leander Parish.

**Premises:** Landlord agrees to lease to Tenant the Wall as more particularly described, and depicted in the attached Exhibit A, which is incorporated herein and made a part hereof. Tenant shall use the property only for lawful purposes.

**Tenant Agrees:** To use the Wall as indicated above. The parties shall mutually agree on the proposed artwork. Said Wall shall be kept clean, graffiti-free, and free of hazards. At its own expense, Tenant shall repair any damage to the exterior of the Wall caused by Tenant and its activities related to the use of the Wall. Tenant shall not be required to repair or replace the wall should it be damaged by any act of Landlord, or force majeure event, including but not limited to earthquake, fire, accident caused by a third party's collision with the Wall, or flood.

**Liability:** Tenant hereby releases, indemnifies and holds harmless the Landlord, including its officials, officers, directors, and employees from and against any and all claims or liability for bodily injury (including death), damage to property, personal injury, demands, losses, damages, costs and expenses (including any attorney's fees) of any kind, and lawsuits arising from, or alleged to arise from, Tenant's rental and use of the Wall, which is the subject of this Agreement.

Furthermore, Tenant shall procure and present to the Landlord through a certificate of insurance naming St. Leander Parish, its officials, officers, directors, and employees as additional insureds, comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and


property damage. Such coverage shall be primary coverage responding to any and all property and personal injury losses related to Tenant's use of the Wall. Tenant shall provide to Landlord a certificate of insurance evidencing the procurement of the insurance required herein, executed by an individual duly authorized to bind such coverage. Such insurance shall be with a company authorized by the California Department of Insurance. Such insurance shall provide for 10 days notice of any cancellation or other change in coverage.

**Breach:** Tenant's breach of any term or provision shall cause an automatic termination of this Agreement. Landlord shall retain all rent monies paid as damages for Tenant's breach, without affecting any rights Landlord may have to recover for other damages incurred because of Tenant's breach.

**Changes:** Any and all changes to this Agreement must be made in writing and signed by the Parties.

This Agreement is in effect when signed by the authorized signatories of both Parties.

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Date:  
Chris Zapata, City Manager  
City of San Leandro

  
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Date: 8/7/14  
Father Paul Vassar, Pastor  
St. Leander Parish

Approved as to Form

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Richard D. Pio Roda, City Attorney  
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