



CITY COUNCIL STAFF REPORT

DATE: October 7, 2015

CONSENT CALENDAR

SUBJECT: APPROVE LEASE AMENDMENT NO. 2 WITH THE AGUA CALIENTE BAND OF CAHUILLA INDIANS, FOR USE OF THE CITY OWNED VISITOR CENTER LOCATED AT 2901 NORTH PALM CANYON DRIVE FOR THE PURPOSE OF PROMOTING TOURISM

FROM: David H. Ready, Executive Director

BY: Community & Economic Development Department

SUMMARY

The Lease Agreement is for use of the City owned Visitor Center at 2901 North Palm Canyon Drive by the Agua Caliente Band of Cahuilla Indians. The approval of Lease Amendment No. 2 will allow the Tribe to use a portion of the facility for the purpose of operating a visitor information desk to promote the cultural and economic enterprises connected with the Agua Caliente Band of Cahuilla Indians. The Tribe operates this service to provide information to tourists and local residents.

RECOMMENDATION

1. Approve Lease Amendment No. 2 between the Agua Caliente Band of Cahuilla Indians and the City of Palm Springs for non-exclusive use of the City owned Visitor Center at 2901 North Palm Canyon Drive for the purpose of promoting tourism;
2. Authorize the City Manager or his designee to execute all the necessary documents.

BACKGROUND

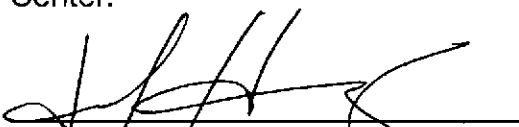
The Tribe has leased the counter space from the City since 1999 for the purpose of operating a visitor information desk at the City's Visitor Center. In November of 2003, upon completion of the new Visitor Center located at 2901 North Palm Canyon Drive, the Tribe relocated its staff to the current location. The information facility is used to promote the Agua Caliente Cultural Museum, Indian Canyons, Tahquitz Canyon and Spa Resort and Casino.

The Tribe desires to renew the Lease Agreement with the City, for use of a portion of the Visitor Center. The Tribe has continued to pay the City rent based on the amount established in the original agreement which expired on June 30, 2008. The prior lease had a monthly rental rate \$1,078.

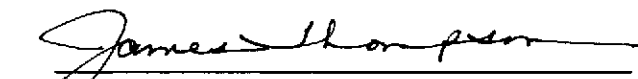
Staff recommends entering a new three (3) year lease agreement with a rental rate of \$1,078 per month (adjusted annually by the Consumer Price Indexes Pacific Cities and U.S. City Average Table) and an option to extend the lease term for a period of two (2) years. The new lease will allow the Tribe to continue to operate in an efficient manner promoting the cultural and economic enterprises that it offers to tourists and the local community.

FISCAL IMPACT

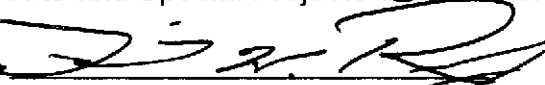
The Lease Agreement would provide the City revenue of \$1,078 per month to help offset costs it currently bears in utilities and water as a result of operating the Visitor Center.



Jennifer Henning
Arts and Special Projects Coordinator



James Thompson,
Chief of Staff



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

- Agua Caliente Band of Cahuilla Indians Lease Agreement
- Amendment No. 1 to Lease Agreement
- Draft Amendment No. 2 to Lease Agreement

LEASE

THIS LEASE ("Lease") is made and entered into this 29th day of Sept., 2010, by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS ("Agency"), and the AGUA CALIENTE BAND OF CAHUILLA INDIANS ("Tenant").

1. Tenant Premises. Agency operates a Visitor Center located on Agency-owned property commonly known as 2901 N. Palm Canyon Drive in Palm Springs, California, and as shown on Exhibit A attached hereto ("Visitor Center Premises"). The "Tenant Premises" shall refer to the interior building space as identified on the Plot Plan attached hereto as Exhibit B. Tenant shall also have access to an additional portion of the main building's interior space as shown on Exhibit B and identified as the "Interior Private Common Areas" which includes an employee break room and restroom which shall be available for use by Tenant on a non-exclusive basis during normal operating hours. Other portions of the Visitor Center Premises operated by the Agency include portions of the main building's interior space as shown on Exhibit B and identified as the "Interior Public Common Areas", as well as the parking lot, a separate restroom building, sidewalks and other exterior areas of general access which shall be open to the general public during normal business operations, such areas to be known collectively as the "Parking and Public Common Areas". The Parking and Public Common Areas will be non-exclusive in their use by Tenant's employees and guests when accessing the Tenant Premises and other public areas of the Visitor Center Premises.
2. Term. The term of this agreement shall be for a period of three (3) years. Tenant may renew the lease for a period of two years, subject to a mutually agreeable rent payment.
3. Rent/And Rent Offset (a) Basic Rent Structure. Tenant shall pay Agency \$1,000 ("Rent") per month as a monthly rental fee for its use of the Tenant Premises and the non-exclusive use of the Interior Private Common Areas and the Parking and Public Common Areas, the Rent represents the fair rental value of these areas. The Rent shall be paid in advance on a prorated monthly basis from the Commencement Date and in full on the first day of each calendar month thereafter. The Parties agree that Rent shall be increased on every anniversary of the Commencement Date by an amount equal to the percentage increase change [should there be a percentage increase] in the Consumer Price Index for Los Angeles and Riverside County ("CPI") published for the month that is three (3) months preceding the adjustment date. In addition to this increase, at any time that Tenant exercises an option-to extend the term, if any, the Tenant Premises shall be appraised to establish the current fair rental value, which amount shall be adopted as the Rent, subject to increases every year as set forth in this Section;
 - (b) Rent Offset. In consideration of the mutual covenants of this agreement, Agency agrees to reimburse Tenant for actual cost of interior modifications Tenant incurs, which modifications are further described in the attached site plan. The reimbursement shall be implemented through Agency's forgiveness for each month's rent due Agency so as to accumulate an amount to equal Tenant's cost of improvements, but in any case shall not exceed a total of \$30,000. "Actual costs" includes design, demolition, and reconstruction activity.
4. Use of Tenant Premises. Tenant may use the Tenant Premises to operate a visitor information facility to promote cultural and economic enterprises connected with the Agua Caliente Band

of Cahuilla Indians.

5. Tenant's Address for Notices.

Agua Caliente Band of Cahuilla Indians
Attn: Margaret Park, Director of Planning & Natural Resources
5401 Dinah Shore Drive
Palm Springs, CA 92264
Telephone: 760.883.1326

With a copy to:

Agua Caliente Band of Cahuilla Indians
Attn: Michelle Carr, In-House Counsel
5401 Dinah Shore Drive
Palm Springs, CA 92264
Telephone: 699.6900

6. Early Termination. (a) Either party may terminate this Lease by giving written notice to the other party thirty (30) days prior to the date of termination; (b) should the parties agree to terminate the lease prior to full reimbursement of tenant improvement costs, City shall reimburse Tenant for these remainder of non-reimbursed costs described in section 3.
7. Holding Over. Any holding over after the expiration of the term of this Lease, with the consent of Agency, express or implied, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice
8. Utilities. Agency shall provide utility services for water, gas, electricity, sewer (when applicable) and trash removal for the Visitor Center Premises during the term of this Lease; Tenant shall be responsible for, at its sole cost and expense, all other utilities to the Tenant Premises, including but not limited to telephone, cable, and Internet connection charges, if applicable, which shall be charged in the name of Tenant.
9. Compliance with Laws. Tenant shall comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the Tenant Premises, and shall faithfully observe in said use all municipal ordinances, as well as the covenants, conditions and restrictions contained in this Lease now in force or which shall hereinafter be in force. Tenant's violation of law shall constitute an incurable default under this Lease.
10. Signs. Tenant shall not place or permit to be placed any sign that is not in compliance with the City's Municipal Code and the Rules and Regulations incorporated into this Lease upon the exterior or in the windows of the Visitor Center Premises. Any sign not constructed in accordance therewith shall be immediately removed by Tenant. If a nonconforming sign is not removed by Tenant within ten (10) days of written notice from Agency to Tenant, then Agency may remove and destroy said sign without Tenant's approval.

11. Rules and Regulations. Tenant shall observe and comply with the rules and regulations that Agency shall from time to time promulgate and/or modify. The current rules and regulations are attached hereto as Exhibit C ("Rules and Regulations"). Any amendment or modification of the Rules and Regulations shall be binding upon the Tenant upon delivery of a copy of such amendment or modification to Tenant.
12. Parking and Public Common Areas. The term "Parking and Public Common Areas" as used herein shall mean those portions of the Visitor Center Premises shown on Exhibit B and established by City as vehicular parking areas, roadways, walkways, landscaped areas, service areas and the like. During the term of this Lease and any extension thereof, Agency gives to Tenant for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenant's a non-exclusive license in common with Agency and other present and future owners and tenants of the Property and their agents, employees, customers, licensees and subtenants, and others authorized by Agency to use the Parking and Public Common Areas of the Visitor Center Premises for ingress, egress, and vehicular parking, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such parking and public common areas shall not constitute a violation of this covenant. Nothing herein contained shall be deemed to prevent Agency from using or authorizing others to use said Parking and Public Common Areas.
13. Alterations and Fixtures. (a) Agency authorizes Tenant to make certain physical modifications to the information desks and other related layout changes necessary to Tenant's use of the demised premises, as more particularly set forth in the attached site plan. Agency and Tenant shall mutually agree upon the appropriate start date for construction; (b) Other than the site plan improvements authorized under subsection (a) above, Tenant shall not make, or suffer to be made, any alterations to the Tenant Premises or Visitor Center Premises, or any part thereof, without the prior written consent of Agency, and any alterations to the Tenant Premises or Visitor Center Premises, except movable furniture and trade fixtures installed by Tenant, shall become at once a part of the realty and shall at the expiration or earlier termination of this Lease belong to Agency. Tenant shall not make any changes to the exterior of the Visitor Center Premises. Any alterations to the Tenant Premises shall be in conformance with the requirements of all municipal, state, federal, and other governmental authorities, including requirements pertaining to the health, welfare or safety of employees or the public and in conformance with reasonable rules and regulations of City. Agency may require that any such alterations be removed at or after the expiration of the term hereof. Any removal of alterations or furniture and trade fixtures shall be at Tenant's expense and accomplished in a good and workmanlike manner. Any damage occasioned by such removal shall be repaired at Tenant's expense so that the Tenant Premises can be surrendered in a good, clean and sanitary condition as required by Section 15 hereof.
14. Maintenance In General. Tenant shall, subject to Agency's obligations hereunder, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain and repair the Tenant Premises, and other improvements within the Tenant Premises in good and sanitary order, condition, and repair (except as hereinafter provided). Tenant shall also, at its sole cost and expense, be responsible for any alterations or improvements to the Tenant Premises which Tenant believes are necessary or are necessary as a result of the requirement of any municipal, state or federal authority. All improvements must be approved by Agency in writing before

installation. Tenant hereby waives all right to make repairs, at the expense of Agency, and Tenant hereby waives all rights provided for by the Civil Code of the State of California to make said repairs. By entering into the Tenant Premises, Tenant shall be deemed to have accepted the Tenant Premises as being in good and sanitary order, condition and repair, and Tenant agrees as of the last day of the Term or sooner termination of this Lease to surrender the Tenant Premises with appurtenances, in the same condition as when received and in a good, dean, and sanitary condition, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted.

15. Maintenance and Repair of Visitors Center Premises and Parking and Public Common Areas. Agency shall keep the Visitor Center Premises, including the Parking and Public Common Areas, in a good, neat, clean and orderly condition, including without limitation, the exterior walls and roofs of all buildings included within the Visitor Center Premises.
16. Free From Liens. Tenant shall keep the Tenant Premises, the building containing the Tenant Premises, and the property on which the Tenant Premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant, or alleged to have been incurred by Tenant.
17. Insurance Provided by Agency. Agency shall maintain fire and extended coverage insurance throughout the term of this Lease together with such other insurance, coverages and endorsements as Agency may determine in its sole discretion. Tenant hereby waives any right of recovery from Agency, its officers and employees, and Agency hereby waives any right of loss or damage (including consequential loss) resulting from any of the perils insured against as a result of said insurance.
18. Insurance Provided by Tenant.
 - a) Tenant to Provide Personal Property Insurance. During the entire term of this Lease, Tenant shall, at its sole cost and expense, maintain fire and extended coverage insurance written on a per occurrence basis on its trade fixtures, equipment, personal property and inventory within the Tenant Premises from loss or damage to the extent of their full replacement value.
 - b) Tenant to Provide General Liability Insurance. Comprehensive general liability insurance, including, but not limited to, owned and non-owned vehicle liability, personal injury, blanket contractual, broad form property damage, and product/completed operations liability coverage shall be on a per occurrence basis and shall have limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage liability.
 - c) Tenant to Provide Worker's Compensation Insurance. If applicable, Tenant shall, at the Tenant's sole cost and expense, maintain a policy of worker's compensation insurance which shall indemnify, insure and provide legal defense for both the Tenant and the Agency against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Tenant in the course of conducting Tenant's business in the Visitor Center Premises.

d) General Provisions Applicable to Tenant's Insurance. All of the policies of insurance required to be procured by Tenant pursuant to this Section 18 shall be primary insurance and shall name the Agency, its officers, employees and agents as additional insureds. The insurers shall waive all rights of contribution they may have against the Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing 30 days prior written notice by registered mail to the Agency. Prior to the Commencement Date or such earlier date as Tenant takes possession of the Tenant Premises for any purpose, and at least 30 days prior to the expiration of any insurance policy, Tenant shall provide Agency with certificates of insurance or appropriate insurance binders evidencing the above insurance coverages written by insurance companies acceptable to Agency, licensed to do business in the state where the Tenant Premises are located and rated A or better by Bests Insurance Guide.

19. Indemnification of Agency. Tenant hereby waives all claims against Agency for damage to equipment or other personal property, in, upon, or about the Tenant Premises and for injuries to persons in or about the Tenant Premises, from any cause relating to the activities and use of the Tenant Premises by Tenant, its officers, agents, employees and invitees. Tenant agrees to indemnify Agency, its officers, agents, and employees against, and shall hold and save them and each of them harmless from any and all claims or liabilities that may be asserted or claimed by any persons, firm, or entity arising out of or in connection with the negligent acts or omissions of Tenant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the use of the Tenant Premises, or arising from the failure of Tenant to keep the Tenant Premises in good condition and repair, or arising from Tenant's negligent performance of or failure to perform any provision of this Lease.

20. Indemnification of Tenant. Agency hereby waives all claims against Tenant for damage to equipment or other personal property, in, upon, or about the Visitor Center Premises and for injuries to persons in or about the Visitor Center Premises, from any cause relating to the activities and use of the Visitor Center Premises by Agency, its officers, agents, employees and invitees. Agency agrees to indemnify Tenant, its officers, agents, and employees against, and shall hold and save them and each of them harmless from any and all claims or liabilities that may be asserted or claimed by any persons, firm., or entity arising out of or in connection with the negligent acts or omissions of Agency, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the use of the Visitor Center Premises, or arising from the failure of Agency to keep the Visitor Center Premises in good condition and repair, or arising from Agency's negligent performance of or failure to perform any term of this Lease.

21. Assignment and Subletting. Tenant shall not assign this Lease or sublet the Tenant Premises, or any interest therein, without the prior written consent of Agency, which consent shall not be unreasonably withheld.

22. Default. Notwithstanding any of the foregoing, the breach of this Lease by Tenant, or an abandonment of the Tenant Premises by Tenant, shall not constitute a termination of this

Lease, or of Tenant's right of possession hereunder, unless and until Agency elects to do so, and until such time Agency shall have the right to enforce all of its rights and remedies under this Lease, including the right to recover rent, and all other payments to be made by Tenant hereunder, as they become due. Failure of Agency to terminate this Lease shall not prevent Agency from later terminating this Lease or constitute a waiver of Agency's right to do so.

23. Condemnation. In the event a condemnation or a transfer in lieu thereof results in a taking of any portion of the Tenant Premises, Agency shall be entitled to the entire award, including, but not limited to, the compensation damages and interest, if any.
24. Entry and Inspection. Tenant shall permit Agency and its agents to enter into and upon the Tenant Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Visitor Center.
25. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
26. Successors in Interest. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
27. Sole Agreement. This Lease contains the entire understanding between the parties as to the specific subject matter hereof, and shall be deemed to replace the lease agreement approved by the Agency on November 18, 2009.
28. Authority. The persons executing this Lease on behalf of the parties hereto warrant that: (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Lease on behalf of said party, (iii) by so executing this Lease, such party is formally bound to the provisions of this Lease, and (iv) entering into this Lease does not violate any provisions of any other agreement to which said party is bound. The rights and obligations of Tenant shall inure to and be binding upon all heirs, successors and assignees.
29. Nondiscrimination. Tenant herein covenants by and for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions; that there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin, ancestry or sexual orientation, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Tenant Premises herein leased, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Tenant Premises provided, however, that nothing in this paragraph prohibits Tenant from exercising Indian Preference with respect to hiring or selection of vendors.

30. Notices. Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served in writing and shall not be deemed to have been duly given or served unless in writing, and personally served or forwarded by certified , mail, postage prepaid, addressed, if to:

Community Redevelopment Agency
City of Palm Springs
David H. Ready, Esq., Ph.D., Executive Director
3200 East Tahquitz Canyon Way
Palm Springs, CA 92264

With a copy to: Douglas C. Holland,
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626

and if to Tenant, as specified in Section 5. Either party may change the address set forth herein by written notice by certified mail to the other. Any notice or demand given by certified mail shall be effective one (1) day subsequent to mailing.

31. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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 this Lease.

32. Exhibits and Addenda. The Exhibits and Addenda attached to this Lease are made a part hereof as if fully set forth herein. In the event of a conflict between the terms and provisions of an Addenda and the terms and provisions of this Lease, the terms and provisions of the Addenda shall prevail.

33. Choice of Law. This Lease is to be construed in accordance with the laws of the State of California.

34. Waiver of Sovereign Immunity. Except as stated herein, the Tenant does not waive, limit, or alter its tribal sovereign immunity from unconsented suit or other proceedings. The Tenant hereby does waive its tribal sovereign immunity from unconsented suit by only the Agency, and by no other party whatsoever, if the Agency seeks, in a court of competent jurisdiction located in Riverside County, California, monetary damages for breach of the specific payment obligations undertaken by the Tenant toward the Agency in this Lease, with such relief limited to the amounts which the Tenant has expressly promised to pay to the Agency in this Lease. As a pre-condition to any such suit, the Agency must first attempt an informal resolution of any such dispute regarding the Tenant's performance of its express obligations under this Lease by (1) presenting to the Tenant, in the manner specified regarding notices herein, a simple and concise written statement of the specific obligations of the Tenant under this Lease that the Agency believes that Tenant has not fulfilled, and (2) meeting in person with authorized representatives of the Tenant within thirty (30) days of the Tenant's receipt of

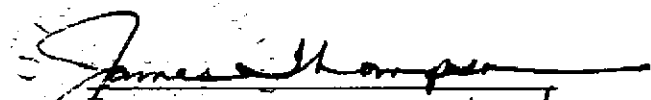
such notice to discuss the Agency's claim. This meeting will be excused if the Tenant does not make its representatives reasonably available during such 30-day period after receipt of such a notice of an in-person meeting.

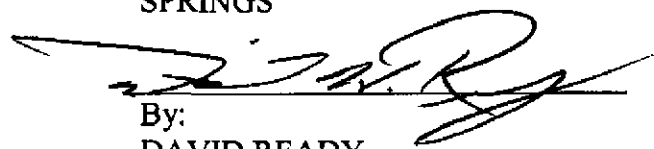
IN WITNESS WHEREOF, the parties have duly executed this Lease together with the herein referred to Exhibits which are attached hereto, on the day and year first above written in Palm Springs, California.

ATTEST:

"AGENCY"

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PALM
SPRINGS


By: JAMES THOMPSON 09/29/2010
Secretary


By: DAVID READY
Executive Director

Approved as to Form:


By: DOUG HOLLAND
Agency Counsel

11-18-09 & 5-5-10
23 & 26 AS917

Approved as to Form:


MICHELLE CARR, In House Counsel

"TENANT"

AGUA CALIENTE BAND OF
CAHUILLA INDIANS



By: THOMAS J. DAVIS, Chief Planning
And Development Officer

EXHIBIT "A"
 ("Visitor Center Premises")

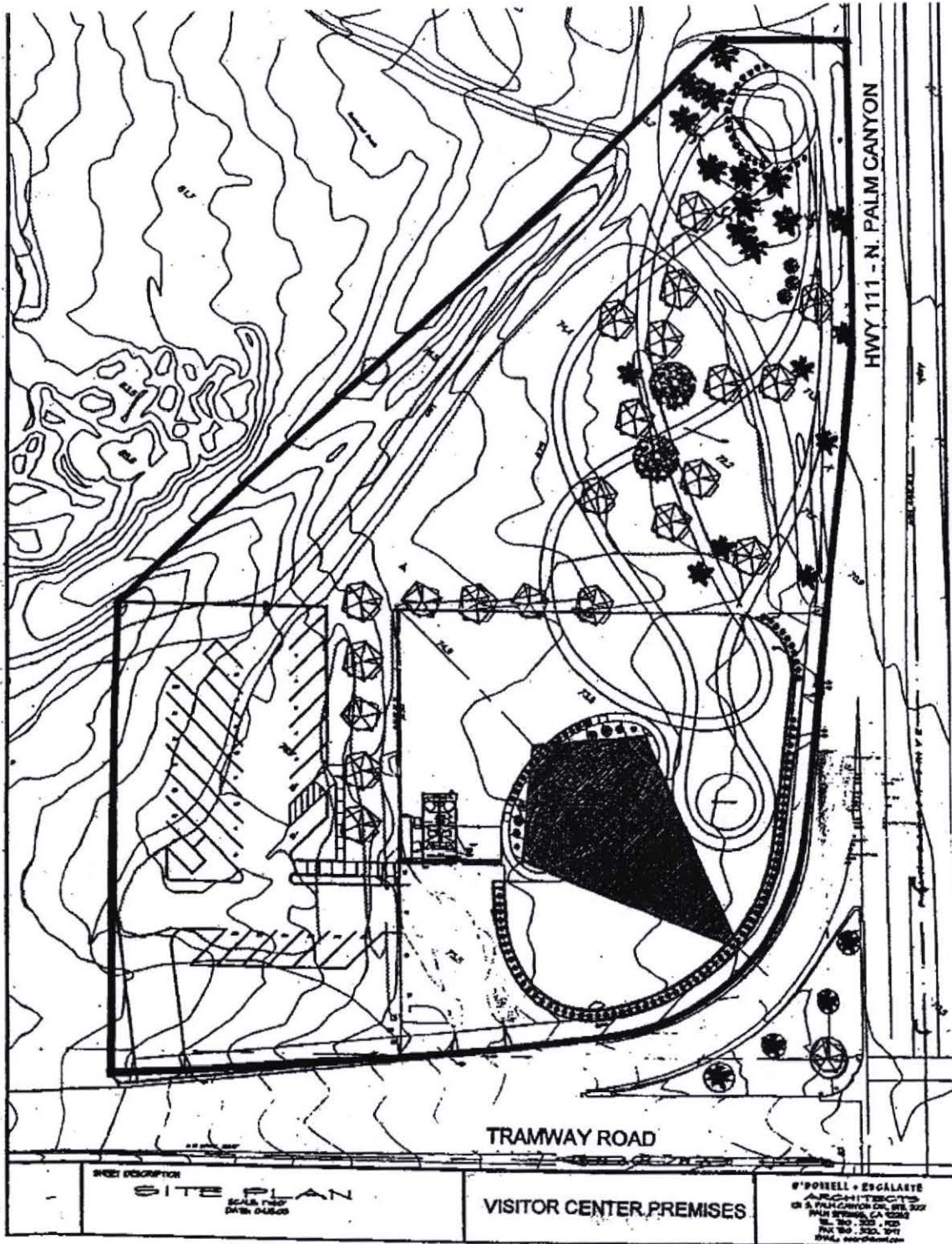


EXHIBIT A

EXHIBIT "B"
("Plot Plan")

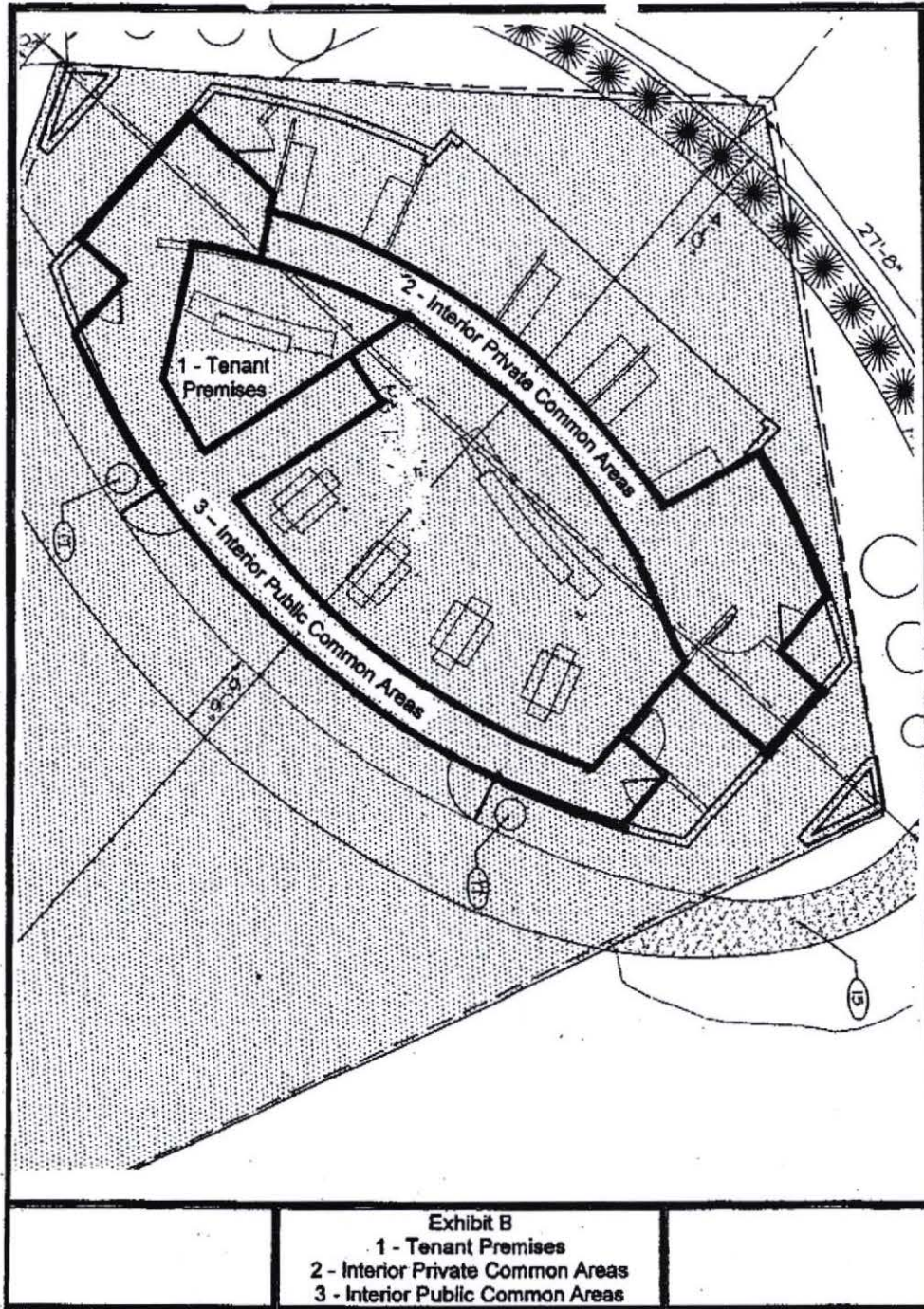


EXHIBIT "C"
RULES AND REGULATIONS

All loading and unloading of goods shall be done only at the times, in the areas and through the entrances reasonably designated for such purposes by the Agency.

The delivery or shipping of merchandise, supplies and fixtures to and from the Tenant Premises shall be subject to such rules and regulations as in the reasonable judgment of Agency are necessary for the proper operation of the Tenant Premises or of the Visitor Center Premises generally.

All of Tenant's refuse and rubbish shall be removed on a daily basis to central trash bins located in the Visitor Center Premises.

No audible radio, television, loudspeakers, stereos or other similar devices shall be installed or used in a manner so as to be heard or seen either inside or outside the main building of the Visitor Center Premises without obtaining in each instance the written consent of the Agency. No aerial, satellite dish, or other similar devices shall be erected on the roof of any building, exterior walls or on the grounds of the Visitor Center Premises without first obtaining in each instance the written consent of Agency. Any such devices so installed without such written consent shall be subject to removal without notice at any time.

In cooperation with other Visitor Center staff, the outside sidewalks and loading areas of the Visitor Center Premises shall be kept clean and free from dirt and rubbish by Tenant to the reasonable satisfaction of Agency, and Tenant shall not place or permit any obstructions or merchandise in such areas, except to the extent specifically permitted by the provisions of Tenant's Lease.

Tenant shall not burn any trash or garbage of any kind in or about the Visitor Center Premises.

Tenant will not allow animals, except seeing-eye dogs, in, about or upon the Tenant Premises.

Tenant shall not use, and shall not allow anyone else to use, the Visitor Center Premises as a habitation. Such prohibition shall include, without limitation, sleeping, eating or bathing.

Tenant shall not place any rubbish or other matter outside any building within the Visitor Center Premises, except in such containers as are authorized from time to time by Agency.

**AMENDMENT NO. 1 TO LEASE FOR
VISITOR CENTER PREMISES**

This Amendment No. 1 ("Amendment") to Lease Agreement for Visitor Center Premises is hereby entered into this 9th day of April, 2014, by and between the City of Palm Springs, a California charter city and municipal corporation, ("City"), and the Agua Caliente Band of Cahuilla Indians ("Tenant").

Recitals

1. On September 29, 2010 the Community Redevelopment Agency of the City of Palm Springs ("Agency") and Tenant entered into a Lease ("Lease") by which the Tenant leased from the Agency certain spaces in and around the Agency's Visitor Center at 2901 North Palm Canyon Drive ("Visitor Center Premises"), for a term of 3 years, ending on September 30, 2013, on terms and conditions specified therein, including an option for the Tenant to renew the term for an additional 2 years.

2. On March 16, 2011, the Visitor Center Premises was transferred from the Agency to the City, subject to the terms of the Lease.

3. The City and Tenant desire to extend the term of the Lease for an additional two year period to expire September 30, 2015.

NOW, THEREFORE, the City and Tenant hereby agree as follows:

Agreement

1. The term "Agency" as it appears throughout the Lease shall mean the City of Palm Springs.

2. Section 2 of the Lease shall be revised to read as follows:

Term. This agreement shall continue in full force and effect until September 30, 2015."

3. Section 3(a) of the Lease shall be revised to read as follows:

"Basic Rent Structure. Tenant shall pay Agency ONE THOUSAND DOLLARS (\$1000.00) ("Rent") per month as monthly rental fee for its use of the Tenant Premises and the non-exclusive use of the Interior Private Common Areas and the Parking and Public Common Areas; the Rent represents fair rental value of these areas. The Rent shall be paid in advance on a prorated monthly basis from the Commencement Date and in full on the first day of each calendar month thereafter. The Parties agree that Rent shall be increased on every anniversary of the Commencement Date by an amount equal to the percentage increase change [should there be a percentage increase] in the Consumer Price Index for Los Angeles and Riverside County ("CPI") published for the month that is three (3) months preceding the adjustment date."

4. All other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date first set forth above.

AGUA CALIENTE BAND OF
CAHUILLA INDIANS ("Tenant")

By: 

Max Ross
Chief Executive Officer

THE CITY OF PALM SPRINGS
("City")

By: 

David Ready, Esq., Ph.D
City Manager

APPROVED BY CITY COUNCIL


11-18-09 2L AB917
Amend!

Approved as to Form:



Douglas C. Holland
City Attorney

ATTEST:


City Clerk

**AMENDMENT NO. 2 TO LEASE FOR
VISITOR CENTER PREMISES**

This Amendment No. 2 ("Amendment") to Lease Agreement for Visitor Center Premises is hereby entered into this 1st day of October, 2015, by and between the City of Palm Springs, a California charter city and municipal corporation, ("City"), and the Agua Caliente Band of Cahuilla Indians ("Tenant").

Recitals

1. On September 29, 2010 the Community Redevelopment Agency of the City of Palm Springs ("Agency") and Tenant entered into a Lease ("Lease") by which the Tenant leased from the Agency certain spaces in and around the Agency's Visitor Center at 2901 North Palm Canyon Drive ("Visitor Center Premises"), for a term of 3 years, ending on September 30, 2013, on terms and conditions specified therein, including an option for the Tenant to renew the term for an additional 2 years.

2. On March 16, 2011, the Visitor Center Premises was transferred from the Agency to the City, subject to the terms of the Lease.

3. On April 9, 2014, the City and Tribe approved Amendment No. 1 extending the lease to September 30, 2015.

4. The City and Tenant desire to extend the term of the Lease for an additional three year period to expire September 30, 2018, with an option for two additional years, subject to rent adjustment.

NOW, THEREFORE, the City and Tenant hereby agree as follows:

Agreement

1. Section 2 of the Lease shall be revised to read as follows:

"**Term.** This agreement shall continue in full force and effect for a period of three (3) years commencing on October 1, 2015. Tenant may renew the lease for a period of two years, subject to a mutually agreeable rent payment."

2. Section 3(a) of the Lease shall be revised to read as follows:

"**Basic Rent Structure.** Tenant shall pay Agency ONE THOUSAND SEVENTY EIGHT DOLLARS (\$1,078.00) ("Rent") per month as monthly rental fee for its use of the Tenant Premises and the non-exclusive use of the Interior Private Common Areas and the Parking and Public Common Areas; the Rent represents fair rental value of these areas. The Rent shall be paid in advance on a prorated monthly basis from the Commencement Date and in full on the first day of each calendar month thereafter. The Parties agree that Rent shall be increased on every anniversary of the Commencement Date by an amount equal to the percentage increase change [should there be a percentage increase] in the Consumer Price Index for Los Angeles and Riverside County ("CPI") published for the month that is three (3) months preceding the adjustment date."

3. All other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date first set forth above.

AGUA CALIENTE BAND OF
CAHUILLA INDIANS ("Tenant")

THE CITY OF PALM SPRINGS
("City")

By: _____
Max Ross
Chief Financial and Executive Officer

By: _____
David Ready, Esq., Ph.D
City Manager

Approved as to Form:

Douglas C. Holland
City Attorney