



City of La Quinta

CITY / SA / HA / FA MEETING DATE: January 21, 2014

AGENDA CATEGORY:

ITEM TITLE: APPROVE AMENDMENT NO. 2 TO THE DESERT SANDS UNIFIED SCHOOL DISTRICT JOINT USE LEASE AGREEMENT FOR LIGHTING

BUSINESS SESSION:

CONSENT CALENDAR: 3

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve Amendment No. 2 to the Joint Use Lease Agreement with Desert Sands Unified School District and authorize the City Manager to execute an Amendment.

EXECUTIVE SUMMARY:

- The Joint Use Lease Agreement with Desert Sands Unified School District (DSUSD) provides La Quinta sports associations the use of the La Quinta Sports Complex for baseball, softball, and football. Over 1,000 youth play sports at the facility each year. The Sports Complex is owned by DSUSD and is one of their school properties.
- The Sports Complex is not fully utilized due to limited lighting on the north side of the facility.
- Amendment No. 2 to the Joint Use Lease Agreement (Attachment 1) is for the Sports Complex Lighting Expansion project, scheduled for installation this summer. This project improves the efficiency of the existing lighting system and adds 11 sports field light poles to increase the available field use in the evenings.
- It is necessary to amend the Joint Use Lease with the school district to allow the City to make these improvements on school property.

FISCAL IMPACT:

None for this action. This Capital Improvement Program has been budgeted and approved by the City using Quimby Funds estimated at \$888,875. The work will be bid out this spring and this project will come back to the City Council for approval of a contract to complete the work.

**AMENDMENT NO. 2 TO
DESERT SANDS UNIFIED SCHOOL DISTRICT
LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX)**

This AMENDMENT NO. 2 ("Amendment") is to the certain lease entitled "Desert Sands Unified School District La Quinta Joint-Use Lease (Sports Complex)" (the "Lease") is made and entered into this _____ day of _____, 2013, by and between the Desert Sands Unified School District ("Lessor") and the City of La Quinta, a municipal corporation of the State of California ("Lessee").

R E C I T A L S

WHEREAS, Lessee and the Lessor entered into the Lease on or about November 3, 1987, for the joint use of certain premises (the "Premises") owned by Lessor which a sports complex is located (the "Sports Complex") as more particularly described in Exhibit "A" to the Lease; and

WHEREAS, the parties hereto mutually desire to make improvements to and renovate and expand the sports lighting at the Sports Complex to address the recreational needs of the community; and

WHEREAS, the parties further mutually desire to amend the Lease to make certain additional administrative amendments to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated by this reference as though set forth in full and are expressly made a part of this Amendment.
2. Renovation and Expansion of the Sports Complex Lighting. The parties desire to renovate the existing sports field lighting at the Sports Complex to improve the use of the fields. The improvements will add 11 additional light poles on the north side of the Sports Complex to light two baseball fields and one multipurpose field as depicted in Attachment 2 attached hereto and expressly made a part of this Amendment by this reference.

A. Lessee shall be responsible for the following:

- 1). Lessee, employing and utilizing competent professionals, shall develop an updated sports lighting plan for the Complex which shall, to the greatest extent possible, identify needed improvements to the existing Sports Complex which shall not adversely affect the functioning of the adjacent schools. The plan shall comply with the Division of the State Architect (DSA) guidelines and have an approval stamp prior to any construction. The plan shall also be approved by Lessor in writing prior to the commencement of any construction. If, in the sole and absolute

discretion of the Lessee, the requirements imposed by the DSA render the project too expensive, the Lessee shall have the right not to proceed with the subject improvements. In such case, the Lessor or Lessee shall request the DSA to void or cancel the DSA application number assigned to the project. The Lessee shall pay all costs associated with voiding or cancelling the DSA application number assigned to the project.

2). Lessee shall be responsible for all expenses associated with the sports lighting renovation and expansion of the Sports Complex, all of which shall be included in the updated sports lighting plan approved by Lessor and Lessee. Such plans shall be prepared pursuant to the Updated Master Plan designed for the Sports Complex and shall provide for the first class quality construction, to the satisfaction of Lessor and Lessee, of all amenities proposed for the renovation on the premises. These improvements are intended to mitigate safety issues and provide for an optimal recreational experience for the users utilizing the facility. The improvements include but are not limited to:

- a. Upgrade the existing lighting and equipment to allow the existing lighting system to be controlled and managed on a field by field basis. The project will expand the lighting system to include one new light pole at the batting cages, six new light poles at baseball field #5 and four new light poles at the small football field, as approved by DSA.
- b. All costs for lighting upgrades and any other improvement as required by DSA shall be solely borne by the Lessee, subject to the right of the Lessee not to proceed with the improvements if they are too expensive in the opinion of the Lessee.
- c. Lessee shall pay for all operational costs related to the lighting upgrades and use of facilities.
- d. Lessee shall be responsible for all bidding and construction, and for meeting the requirements of DSA for full certification of the project. This includes DSA inspection services, special inspections, architect and engineering services and compliance with DSA regulations for achieving full certification upon the completion of the project. The Lessor shall recover from the Lessee any costs that are paid by the Lessor to DSA or any consultants as necessary to comply with DSA requirements upon written receipt of documentation from DSA indicating non-compliance by the Lessee provided that the Lessor has obtained written pre-approval of the costs from the Lessee. The Lessee shall have five working days from the date of notification to respond to any DSA non-compliance item received by the Lessor. If no response or pre-approval is received within five

working days, the Lessor has the right to take action to remediate any issues with the DSA related to the project.

- e. Hours of operation for the newly lighted fields will be no later than 8 p.m. for the multipurpose football field and 9 p.m. for the north baseball field. It is anticipated that younger children will play on these fields and therefore finish earlier than the other fields at the complex.

3. Section 12 of the original Lease shall be replaced in its entirety with the following language:

Section 12. **Insurance.** The Parties agree to provide insurance in accordance with the provisions of this Section.

12.1 Lessee's Insurance Obligation. Without limiting the indemnification provisions provided herein, the Lessee, at its sole expense, shall obtain and keep in force during the term of this Agreement and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the Premises resulting from any actions or omissions of the Lessee or any use of the Premises by the Lessee or its invitees in accordance with the terms of this Agreement. The policy or policies evidencing such insurance shall name the Lessor and its officials, officers, employees and volunteers as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior notice to Lessor, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence. Prior to the commencement date of this Agreement, and upon renewal of such policies, the Lessee shall submit to the Lessor a certificate of insurance and additional insured endorsement evidencing that the foregoing policy or policies are in effect. At Lessee's option, Lessee shall be allowed to self-insure the insurance coverage as required above.

12.2 Lessor's Insurance Obligation. Without limiting the indemnification provisions provided herein, the Lessor, at its sole expense, shall obtain and keep in force during the term of this Agreement and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the Premises resulting from any actions or omissions of the Lessor or any use of the Premises by the Lessor or its invitees in accordance with the terms of this Agreement. The policy or policies evidencing such insurance shall name the Lessee and its officials, officers, and employees as additional insureds, shall provide that same may not be cancelled or amended without thirty (30) days prior notice to Lessor, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence. Prior to the commencement date of this Agreement, and upon renewal of such policies, the Lessor shall submit to the Lessee a certificate of insurance and additional insured endorsement evidencing that the foregoing policy or policies are in effect. At the Lessor's option, Lessor shall be allowed to self-insure the insurance coverage as required above.

4. Except as specifically amended herein, the Lease and Amendment No. 1 shall remain in full force and effect in accordance with the terms contained therein.

IN WITNESS WHEREOF, CITY and DISTRICT each hereby represents that it has read this SECOND AMENDMENT, and hereby executes this SECOND AMENDMENT to be effective as of the day and year first written above.

"CITY"
CITY OF LA QUINTA, a municipal corporation

Date

Frank J. Spevacek, City Manager

ATTEST:

Susan Maysels
City Clerk

APPROVED AS TO FORM:

M. Katherine Jenson
City Attorney

"DISTRICT"
DESERT SANDS UNIFIED SCHOOL
DISTRICT

By: Cindy McDaniel
Cindy McDaniel

Its: Assistant Superintendent Business Services

ATTEST:

ATTACHMENT NO. 1

CONSTRUCTION SCHEDULE

Construction is expected to begin on June 14, 2014 and be completed August 31, 2014. Should the construction be delayed for any reason, Lessee will contact the Lessor to outline the changes to the project schedule and agree on the appropriate facility use by both parties.

