



CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 22, 2010 Consent Calendar

SUBJECT: REQUEST BY DESERT VALLEYS BUILDERS ASSOCIATION TO PROVIDE INSTALLATION AND MAINTENANCE SERVICES ON DIRECTIONAL REAL ESTATE SIGNS

FROM: David H. Ready, City Manager

BY: The Planning Department

SUMMARY

The City has received a request from the Desert Valleys Builders Association (DVBA) to enter into a contract for DVBA to install and maintain directional real estate signs in the City. Presently the City contracts with the Building Industry Association for this service.

STAFF RECOMMENDATION

1. Direct staff to provide the required 30-day notice of termination to the Building Industry Association on its contract to install and maintain directional real estate signs.
2. Direct staff to execute a contract with the Desert Valleys Builders Association to install and maintain direction real estate signs based on the draft contract provided by the DVBA, made effective upon termination of the current contract with the BIA and subject to approval by the City Attorney.

PROJECT DESCRIPTION

On October 14, 1997, the City Council approved an agreement with the Building Industry Association to install and maintain off-site directional real estate signs throughout the City. On April 3, 2002, March 15, 2006, and again on March 3, 2010, the City granted four-year extensions contract such the contract would now expire March 31, 2014.

Since the latest contract extension, the BIA has undergone significant change at the local level, resulting in consolidation of offices. The Coachella Valley Chapter of the BIA no longer exists, and the most local offices are now located in Orange County.

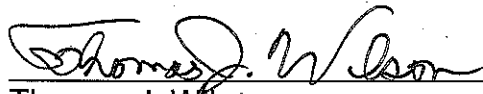
At the local level, a new organization has formed called the Desert Valleys Builders Association. Made up of many former BIA members, the DVBA seeks to provide local representation to the Coachella Valley construction industry. The City has received DVBA's request to take over the contract for the installation and maintenance of directional real estate signs.

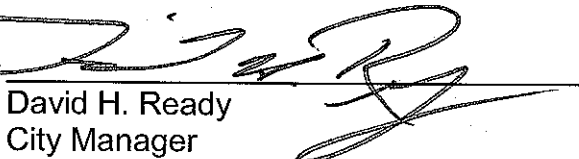
The Council may contract with any responsible party for the maintenance and installation of directional real estate signs.

FISCAL IMPACT:

No fiscal impact.

for 
Craig A. Ewing, AICP
Director of Planning Services


Thomas J. Wilson
Assistant City Manager, Dev't Svcs


David H. Ready
City Manager

ATTACHMENTS

1. Proposed draft contract
2. Letter from Desert Valleys Builders Association

**AGREEMENT FOR THE INSTALLATION AND MAINTENANCE
OF COMMUNITY DIRECTIONAL SIGNS
IN THE CITY OF PALM SPRINGS**

This Agreement is entered into by and between the City of Palm Springs, California, hereinafter the "City", and the Desert Valleys Builders Association, a California nonprofit mutual benefit corporation, hereinafter "DVBA", located at 34500 Gateway Drive, Suite 100, Palm Desert, CA 92211, with reference to the following:

- A. The City has determined that there is a current and continuing need for the construction of directional kiosks ("Sign Kiosks") at such locations throughout the City as may be authorized by the Director of Community Development.
- B. DVBA desires to manufacture, erect, maintain, repair as needed, and replace the authorized Sign Kiosks as well as the directional panels to be mounted on them. Following receipt of the herein requested approval by the City, DVBA will [*use commercially reasonable efforts to*] enter into agreements to provide individual panels to its members as well as to other developers and builders of housing developments.
- C. City desires that DVBA encourage its members and others in the building industry to use the Sign Kiosks contemplated herein as the primary method of directional advertising for housing developments within the City.

NOW, THEREFORE, the parties agree as follows:

- 1. DVBA shall, within 45 days of issuance of a permit by the City, erect the authorized number of Sign Kiosks and complete the installation of said signs at such locations as approved by the City. The Sign Kiosks shall be manufactured in accordance with the following specifications:
 - A. Each Sign Kiosk structure shall not exceed six feet in width and ten feet in height. Individual directional panels shall be constructed so as to conform to the size and design of the Sign Kiosk. In no event shall individual panels exceed 12 inches by 72 inches.
 - B. All directional panels mounted on a Sign Kiosk shall be of the same design and shall match artwork approved by the Director of Community Development.
 - C. Each directional panel content shall be limited to a directional arrow and the name of the Builder or Developer and/or the name of the community or subdivision.
 - D. Each Sign Kiosk shall provide space for one directional sign panel indicating the location of public buildings, public facilities or public services if so requested by the City, including but not limited to such facilities as parks, schools and public buildings. The City agrees to reimburse DVBA for its actual costs of producing and maintaining such panels.

- E. Attached hereto as Exhibit A is a diagram of the Sign Kiosk structure and individual directional panels. All structures erected hereunder shall conform to this diagram.
- F. Sign Kiosks shall be located in such manner as to not obscure vehicular sight-distance at street intersections as determined by the Director of Community Development.
2. DVBA shall obtain Sign Kiosk right-of-way permits from the City as may be required. Whenever possible, the City shall allow several sign locations to be combined on a single permit.
 3. In the event any Sign Kiosk is to be erected on private property, DVBA shall obtain the written consent from the landowner for the installation and maintenance of the structure including a provision giving the City the right to enter the property and remove the sign for noncompliance with any City code. A copy of said consent shall be filed with the Director of Community Development prior to City approval of the Sign Kiosk. Any private property rental or license fees required shall be paid by DVBA.
 4. DVBA agrees to reimburse the City for any costs reasonably incurred in administering this Agreement.
 5. It shall be the sole responsibility and liability of the DVBA to maintain, repair and/or replace each Sign Kiosk or panel as necessary so that they remain in good condition and repair. Additionally, at any time as the City may notify DVBA in writing that repairs are needed to a particular Sign Kiosk or panel, DVBA agrees that it shall repair or replace said Sign Kiosk or panel within five business days of its receipt of such written notice.
 6. It is the intent of both parties that all off-site directional Sign Kiosks are to be installed and maintained in accordance with the City's zoning ordinance and this Agreement. DVBA further recognizes the City's desire to limit use of outdoor advertising for housing developments, and agrees to use good faith efforts to discourage the use by DVBA's members and other builders and developers of temporary signs, A-frame signs and any other outdoor advertising devices erected, installed or maintained contrary to the City's ordinances. DVBA agrees to use its best efforts with its members and others in the building industry to secure maximum compliance with the City's ordinances and to avoid proliferation of temporary or otherwise prohibited signs.
 7. In the event that the Sign Kiosk program herein described is deemed to be prohibited by any applicable law, all Sign Kiosks within the City shall be promptly removed and this Agreement shall terminate without liability to the City. In the event that the City is made a party to any suit seeking damages as a result of the removal of said Sign Kiosks and the termination of the Agreement, DVBA shall indemnify and hold the City, its officials and employees free and harmless of all costs, claims, and damages that may result there from.

8. DVBA agrees that it will not allow any third party to make addition to, or attach any tag, sign, streamer, device, display board or other appurtenance to either Sign Kiosks or panels.
9. Throughout the term of this Agreement, DVBA agrees to maintain in full force and effect property damage and public liability insurance covering the Sign Kiosks and panels attached thereto in the amount of \$1 million and shall name the City as an additional insured on said policy.
10. In the event that it becomes necessary to physically move one or more of the Sign Kiosk structures, DVBA agrees to promptly move said Sign Kiosk(s) at its sole cost and expense and to reinstall it as such new location as directed and authorized by the City.
11. This Agreement shall automatically renew on a year-to-year basis, subject to the right of either party to terminate this Agreement upon giving the other party at least 30 days written notice of termination prior to the renewal date. In the event of a termination, the City shall have a 30-day right to purchase from DVBA all of the Sign Kiosk structures and panels for an amount equal to DVBA's cost(s) thereof. If the City does not exercise this right, DVBA agrees to forthwith remove any and all such structures upon written notice from the City. If DVBA fails to remove such structures within 30 days after the mailing of such notice, the City may remove any and all such structures left in place and destroy them and the City shall not be liable for damages therefor.
12. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.
13. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given or delivered shall be deemed served when personally delivered to the party to whom it is addressed or in lieu of such personal service two days after deposited in the United States mail, first class, postage prepaid, addressed as follows:

To the City: City of Palm Springs
 3200 East Tahquitz Canyon Way
 Palm Springs, CA 92262
 Attn: Director of Community Development

To DVBA: Desert Valleys Builders Association
 34500 Gateway Drive, Suite 100
 Palm Desert, CA 92211
 Attn: Executive Officer

Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided for above.

14. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
15. The invalidity of any portion of this Agreement will not affect the validity of any other provision or portion of this Agreement. If any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, provision or part hereof shall be valid and enforceable to the full extent permitted by law.
16. This Agreement shall be construed in accordance with the laws of the State of California.

Dated: _____

City of Palm Springs

By: _____

Its: _____

Dated: _____

Desert Valleys Builders Association

By: _____

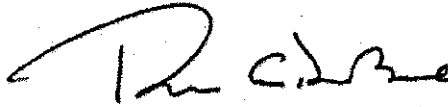
July 14, 2010

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accomplishing this will be for the City to exercise its right to cancel the existing sign program contract by giving the requisite thirty (30) days written notice and, after that cancellation is effective, enter into a new agreement with DVBA. Enclosed please find a draft agreement for your review and comment.

Thank you for your attention to this request. Please feel free to contact us with any questions or comments that you may have.

Very Truly Yours,
Desert Valleys Builders Association

A handwritten signature in black ink, appearing to read "Tom Dubose". The signature is fluid and cursive, with a large initial "T" and "D".

Tom Dubose
President



GHA COMMUNITIES LEADING YOU HOME

September 9, 2010

sent to: Craig Ewing

(Via: US mail and email)

RECEIVED
CITY OF PALM SPRINGS
2010 SEP 13 AM 10:47
JAMES THOMPSON
CITY CLERK

Mayor and City Council Members
James Thompson, City Clerk Department
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

RE: City Council's Consideration; Community Directional Sign Program

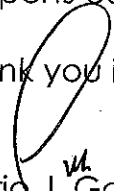
Honorable Mayor and City Council Members:

GHA Companies has been an active Builder and Developer in the City for the past twenty years. We have had the honor of working with all the fine local people who managed and ran the local Building Industry here in our Valley for over a decade.

These fine folks now have formed our own local organization Desert Valleys Builders Association (DVBA) to service the interest of all of our local Builders and Developers, and for the benefit of all companies involved in the Building Industry. Although we at GHA Companies do not have any plans for new construction in the City until start of Q-1 2011, the past community directional sign program was a huge asset to our company and the success of home sales.

I fully support the action that scheduled to take place Tuesday, September 22, 2010 at your scheduled City Council meeting, I emphatically support that DVBA be awarded the contract to install and maintain these signs. I have the upmost trust in their ability and management team. Please vote "YES" and award DVBA the contract to take over the Community Directional Sign program in your city, this not only keeps this locally but supports our local economy.

Thank you in advance and kind regards.


Maria J. Gonzales
GHA Companies
President/ CEO