

AGREEMENT BETWEEN
CENTER FOR ENVIRONMENTAL STRUCTURE, DANIEL SOLOMON &
ASSOCIATES, AND PHOEBE WALL REGARDING SERVICES TO BE PERFORMED IN
CONNECTION WITH CITY OF PASADENA AGREEMENT NO. 13,065

This Agreement is made and entered into by and between the CENTER FOR ENVIRONMENTAL STRUCTURE ("CES"), DANIEL SOLOMON & ASSOCIATES ("DS"), and PHOEBE WALL ("PW") for the purpose of setting forth their relationship to each other in connection with services to be performed by them in connection with a related agreement, described generally as City of Pasadena Agreement No. 13,065, a copy of which is attached hereto and incorporated herein by this reference.

This Agreement is based upon the following facts:

(a) The City of Pasadena ("the City") wishes to review its zoning ordinance with respect to coverage of multi-family housing included in RM-16, RM-32 and RM-48 zones and desires expert advice on the impact of its present ordinance and recommendations for revisions thereto, criteria for improvements of existing multi-family housing, and case study designs for selected sites.

(b) CES, DS, and PW are skilled and experienced in providing the services desired by the City and CES and DS have, concurrently with the execution of this document, executed an agreement with the City of Pasadena, designated as Agreement No. 13,065, whereby CES and DS have agreed to perform the services desired by the City for agreed upon compensation.

(c) CES, DS, and PW desire to work together pursuant to the relationship set forth herein so that the services contracted by CES and DS can be carried out in a proper and efficient manner.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS SET FORTH BELOW, THE PARTIES TO THIS JOINT VENTURE AGREEMENT HEREBY AGREE AS FOLLOWS:

1. The work to be done in connection with Agreement No. 13,065 (hereinafter referred to simply as "the Pasadena Agreement") shall be

carried out equally by CES and DS.

(a) PW shall serve as a consultant to CES and DS and shall provide CES and DS the Basic Services A ("BSA") of administration, research and coordination in conjunction with the Pasadena Agreement. PW shall act as a representative of CES and DS in Pasadena as set forth below. A directive from either CES or DS to PW for performance of BSA shall be construed as a directive from both members. PW shall spend no less than 82 hours and no more than 175 hours providing BSA, and will reserve the time necessary to attend the meetings listed in article 1, paragraph (c) below, within this amount of time. Effective starting date for BSA is January 16, 1987.

(b) PW shall provide DS separate Basic Services B ("BSB") of administration, research, coordination and design in conjunction with the Pasadena Agreement. PW shall act as a representative of DS in Pasadena as set forth below. PW shall spend no less than 71 hours and no more than 150 hours providing BSB. Effective starting date for BSB is January 16, 1987.

(c) As part of BSA and BSB, PW shall attend fourteen meetings as described in Section I., E., 1(a) and (b) of the Pasadena Agreement.

(d) Additional Services shall be provided if authorized in writing by CES and or DS and shall be paid for by the authorizing party(ies). Additional Services shall include attendance at meetings or workshops other than the fourteen meetings described above and for any services beyond the maximum number of hours allotted for BSA and or BSB.

2. All payments made by the City for services under the Pasadena Agreement shall be split evenly between CES and DS. Of the base fee of \$124,00, CES shall receive \$62,000 and DS shall receive \$62,000.

(a) Compensation to PW for BSA shall be \$7,000, \$3,500 of which shall be paid by CES and \$3,500 shall be paid by DS according to the payment schedule set forth below.

(b) Compensation to PW for BSB shall be \$6,000 to be paid by DS according to the payment schedule set forth below.

(c) Additional Services by PW shall be paid for on an hourly basis of \$55 per hour, by the authorizing party(ies).

(d) The payment schedule for Basic Services A and B shall be as follows:

	CES	DS
(1) Payments recieved to date	\$1,580.60	\$5,592.65
(2) Payments upon execution of this Contract:	479.85	-----
(3) August 1	479.85	1,302.45
(4) September 1	479.85	1,302.45
(5) October 1, or upon delivery of documents	<u>479.85</u>	<u>1,302.45</u>
	TOTAL: \$3,500	\$9,500

(e) Progress payments and payments for reimbursables are due five days after CES and or DS's payments are recieved from the City. CES and or DS shall exert all reasonable and diligent effort to collect payment from the City until PW has been paid in full, and shall notify PW immediately of any payments recieved from the City.

(f) PW shall issue monthly statements on the number of hours spent on Basic Services A and Basic Services B. If the maximum number of hours allocated for either BSA or BSB has been exhausted at any time before the delivery of the document to the City, any authorized Additional Services shall be billed for monthly and shall be due 14 days after the billing date.

(g) If CES and or DS fails to make payments when due, PW, after giving written notice, reserves the right to suspend services.

(h) A separate finders fee of \$3,000 shall be paid by DS to PW upon signing of the contract with the City. \$1,500 shall be paid upon receipt of the first payment by the City and \$1,500 is due upon receipt by DS of second payment by the city.

3(a) For reimbursable expenses in connection with the Pasadena agreement, CES and DS may each bill the city to a maximum of \$13,700 for each respective firm. Neither firm may exceed these sums unless by mutual written agreement.

(b) Final pasteup expenses in connection with the Pasadena Agreement (estimated to be \$10,000) will be allocated by mutual agreement upon the parties, but the allocation will be agreed upon before the work is performed so that the parties hereto can allocate their reproduction costs accordingly. At present, the parties anticipate the final pasteup expenses will be shared equally between CES and DS.

4. CES and DS shall reimburse PW for Reimbursable Expenses in connection with this agreement in the following manner:

a) DS shall reimburse PW for all of her reimbursable expenses.

b) For authorized travel, PW shall be reimbursed by the approving party. (For example, if CES and DS jointly request PW to travel the San Francisco Bay Area for a meeting, both CES and DS shall jointly reimburse PW for her travel expenses, regardless of whether their expenses are reimbursed to them by the City. If the travel is requested by DS only, he alone shall be responsible for reimbursement thereof.)

c) CES and or DS shall reimburse PW for any and all Reimbursable Expenses in connection with Additional Services.

d) Reimbursable Expenses are those expenses listed as such in the Pasadena Agreement.

5. The working group described in this Agreement shall be known as:

Center for Environmental Structure
Christopher Alexander
Artemis Anninou

Daniel Solomon and Associates
Daniel Solomon
Kathryn Clarke

with Phoebe Wall

This designation shall be used on all correspondence, drawings and representations in connection with the Pasadena Agreement, regardless of whether said documents originate at CES, DS or elsewhere. The parties hereto shall have appropriate letterhead and stamps prepared to reflect this designation and the same shall be used in connection with all communications and on all drawings prepared by, for and through them in connection with the Pasadena Agreement.

6. The final project documents prepared pursuant to the Pasadena Agreement, and any books or major articles that emerge from them, shall either have the authors shown precisely in the format specified in article 5, or they shall be listed in the following order: (1) Christopher Alexander; (2) Daniel Solomon; (3) Phoebe Wall; (4) Artemis Anninou; (5) Katheryn Clarke. In any public presentations about the project (i.e., lectures and the like) the three principals shall be mentioned as co-authors, the three principals being Christopher Alexander, Daniel Solomon and Phoebe Wall.

7. CES, DS and PW may fully use any and all materials produced in connection with or pursuant to the Pasadena Agreement, and they may do so in any form they wish, provided they assign proper credit to the material in the manner agreed above in article 6.

8. (a) The parties understand and agree that the responsibility for the intellectual content of the materials to be prepared pursuant to the Pasadena agreement shall be divided evenly between CES and DS. To the extent that PW participates in this work, she shall be assisting DS in carrying out his half of the intellectual and substantive content development of the various materials to be produced pursuant to the Pasadena Agreement. PW shall in no way combine with DS to give DS a "majority" voice in the development of ideas and materials under the Pasadena Agreement.

(b) The reason for the even sharing between CES and DS as to the development of substantive work under the Pasadena Agreement is to make certain that the project achieves a fair balance of what CES and DS bring to it. Although CES and DS acknowledge that there may be some disagreements of substance and philosophy during the work that is to be performed, both CES and DS pledge to use their best efforts in good faith to resolve disagreements and present a balanced and fair presentation of their views.

9. As a general matter, there will be one representative of CES and

one representative of DS (which may be PW) present at Task Force and City Board meetings. In situations where both Daniel Solomon and PW are present at a meeting, it is agreed between the parties hereto that PW's role will be mainly as an observer and not as a substantive participant; this provision is necessary to make certain that there is a clear understanding between the parties hereto that in situations where Cristopher Alexander ("Alexander"), Daniel Solomon ("Solomon") and PW are present, PW and Solomon will be representing one half of the project and Alexander will be representing the other half.

10. In connection with PW's providing BSA, she is authorized to act as follows:

(a) When CES and DS have reached an agreement as to a particular matter or matters, those items may be represented by PW to Task Force or City Board Meetings, if she is so directed by CES and or DS.

(b) If CES and DS have internally differing viewpoints about an issue or issues, and PW feels she can fairly represent both viewpoints in an even handed way, and CES instructs her to proceed on that basis, she may do so without CES being present.

(c) If CES has not authorized PW to represent CES and DS jointly on a particular issue or issues, or if PW feels she cannot do so fairly, CES shall be notified and shall have the opportunity to send a representative to the meeting in question so that a fair presentation of CES's viewpoint can be made and in order to balance the presentation to be made by PW.

11. As a matter of courtesy, PW shall be given credit as a principal in connection with work done under the Pasadena Agreement. This, however, shall not alter the fact that on substantive matters PW is working with DS in connection with his half of the work contemplated under the Pasadena Agreement. At no time shall PW's work supplement DS's work so that DS and PW combine to have a majority vote or majority influence on the direction of the substantive development of work done under the Pasadena

Agreement.

12. Whenever PW represents CES and DS in connection with BSA, it is understood that she will give equal and fair attention to the points of view represented by CES and DS.

13. As stated in the Pasadena Agreement, there shall be established an Official Spokesman for the project. The Official Spokesman shall represent the project to the media, to public officials, and the like. The Official Spokesman shall be Paul Gleye, whose obligation shall be to meet and confer with Christopher Alexander and Daniel Solomon or their representatives to obtain their guidance on all issues relating to the project. This paragraph shall not govern or restrict informal communication between the parties hereto.

14. Within the meaning of article 16 of the Pasadena Agreement, Phoebe Wall is considered as an agent of the consultants and is therefore entitled to the same indemnification specified in article 16, paragraph B of the Pasadena Agreement.

15. This Agreement shall be interpreted according to California law.

16. If it is necessary for a party to commence a legal proceeding (including arbitration) to enforce this Agreement or to claim damages for the breach thereof, the prevailing party shall be entitled to recover a reasonable attorney fee in addition to other costs of the proceedings.

17. Any disputes under this Agreement shall be resolved by way of arbitration before the American Arbitration Association at its San Francisco, California office. The American Arbitration Association's rules for commercial arbitration then in force shall apply and govern all arbitration proceedings.

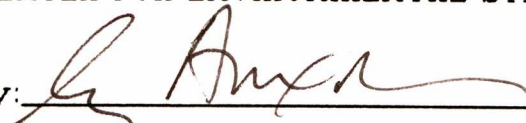
18. This Agreement represents the complete understanding of the

parties and all previous agreements, statements, promises, understandings, and the like, are merged into this Agreement. Each party herto represents (a) that he/she/it is not relying upon any statements other than those set forth in this Agreement and (b) that there have been no inducements to enter this Agreement other than the terms set forth herein.

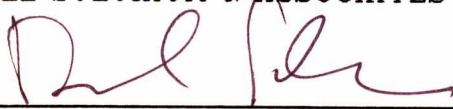
19. Each party signing below represents that he/she has the capacity to sign on his/her own behalf and on behalf of the organization or firm that he/she is representing.

DATED: September 22, 1987.

CENTER FOR ENVIRONMENTAL STRUCTURE

By: 
Christopher W.J. Alexander

DANIEL SOLOMON & ASSOCIATES

By: 
Daniel Solomon

PHOEBE WALL

By: 
Phoebe Wall

September 11, 1987