

CITY OF VENTURA

ADMINISTRATIVE REPORT

Date: April 26, 2007

Agenda Item No.: 5

Council Action Date: May 7, 2007

To: RICK COLE, CITY MANAGER

From: RONALD J. CALKINS, PUBLIC WORKS DIRECTOR

Subject: CEMETERY MEMORIAL PARK CAPITAL ACTION PLAN

RECOMMENDED ACTION

Authorize the City Manager to execute a Professional Services Agreement with Katherine Spitz and Associates, Inc. for the Cemetery Memorial Park Action Plan at a not-to-exceed amount of \$74,000 including \$10,000 for potential additional services.

SUMMARY

Cemetery Memorial Park, located in the Catalina Community is a historic site situated on a hill overlooking the Pacific Ocean and Channel Islands. The seven-acre neighborhood park served as an active city cemetery until 1944 and is regarded as one of the treasures of the midtown area. Age and earth movement have deteriorated the park to the point that infrastructure improvements are required. It is recommended that City Council approve hiring Katherine Spitz and Associates, Inc. to develop the Cemetery Memorial Park Capital Action Plan.

ALTERNATIVES

- A. The City Council could choose not to accept the recommendation and direct staff to begin a new selection process. This would delay the master plan effort by six to eight months.
- B. The City Council could choose to not move forward with the Action Plan and future improvements; or make modifications to the Action Plan.

FISCAL IMPACTS

The current Cemetery Memorial Park Capital Improvement Project budget has appropriated \$425,000 for the planning and development of Cemetery Memorial Park improvements. Funding is from CIP General Fund 04. There are sufficient funds to proceed with the development of the Action Plan.

DISCUSSION

Project Initiated: July 25, 2005

Source Document: None

CIP Reference: Program No. 93014, Proposed 2007-2012 CIP Plan pages 7-26

Significant Previous City Council Action: Response to Grand Jury Report, September 10, 2005; Parks and Recreation Commission Recommendations, July 25, 2005.

As recommended by the Parks and Recreation Commission, City Council approved the following recommendations for the development of a Plan for Cemetery Memorial Park:

1. Develop a community consensus through a public survey and public meetings. (Completed 2005).
2. Select an experienced, professional team to develop a preliminary design, cost estimates and project phasing. (Selection completed June 2006, negotiations concluded March 2007).
3. Include process reviews throughout the planning process at the Parks and Recreation and Public Arts Commissions and forward the Plan and recommendations to the City Council.
4. Include project implementation and funding in the Plan.

A Steering Committee comprised of community members, and representatives from the Parks and Recreation Commission and public arts community has been established. The Committee is recommending that City Council approve hiring the architectural firm of Katherine Spitz to proceed with the Capital Action Plan. The scope of services is outlined in Exhibit A of the attached Professional Services Agreement. The scope includes data collection and analysis, opportunities for public engagement, concept development, cost estimates and public presentations.

The following is the proposed timeline:

- May 2007: Award of contract and kick off meeting
- June 2007 – July 2007: Data collection, two stakeholder meetings
- August 2007 – October 2007: Concept development, four stakeholder meetings
- November 2007 – Presentation to Parks and Recreation Commission and City Council on final design concept

Susan Narduli Studio has been selected to serve as the artist on the design team.

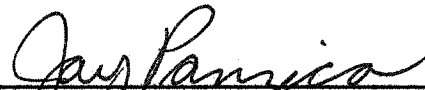
The City Attorney's office has reviewed the attached contract and approved as to form.

Prepared by: Mike Montoya for 



Ronald J. Calkins
Public Works Director

Reviewed as to fiscal impacts



Jay Panzica
Chief Financial Officer

FORWARDED TO THE CITY COUNCIL



Office of the City Manager

Attachment: Professional Services Agreement between the City of Ventura and Katherine Spitz and Associates.

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CITY OF VENTURA

PROFESSIONAL SERVICES AGREEMENT

**LANDSCAPE ARCHITECTURE SERVICES BETWEEN
THE CITY OF SAN BUENAVENTURA AND
KATHRINE SPITZ AND ASSOCIATES**

This Agreement is made and executed on ____, of _____, 2007 by and between the City of San Buenaventura, a municipal corporation of the state of California (hereafter "City") and Katherine Spitz Associates Inc., a California corporation (hereafter "Landscape Architect").

By this Agreement, City agrees to engage the services of Landscape Architect, and Landscape Architect agrees to perform services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Landscape Architect's Services

(a) Landscape Architect agrees to perform the tasks and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A" (hereinafter "the Project").

(b) Landscape Architect will perform tasks and services required by the Scope of Services in a professional manner and in accordance with the standards of Landscape Architect's profession. Except as otherwise specifically provided in this Agreement, Landscape Architect will provide all of the administrative, professional and other personnel necessary to perform such services, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities required for the services, and all tests, test analyses, calculations, and all other means whatsoever to complete the services in the manner and within the time provided herein.

2. Landscape Architect's Familiarity with Required Services.

(a) By executing this Agreement, Landscape Architect agrees that Landscape Architect has investigated and considered the scope of services to be performed, and considered how the services should be performed.

(b) If Landscape Architect's services involve work upon any site, Landscape Architect agrees that Landscape Architect has or will investigate the site, and is or will be fully acquainted with the conditions existing at the site before commencing the services required by this Agreement. Should Landscape Architect discover any latent or unknown conditions that may materially affect the performance of the services, Landscape Architect will immediately inform the Parks Manager of such fact, and will not proceed except at Landscape Architect's own risk until written instructions are received from the Parks Manager.

3. Changes to Landscape Architect's Services

The Parks Manager may order changes in the services to be performed by Landscape Architect pursuant to this Agreement, consisting either of additions, deletions, or other modifications to the services. All changes will be ordered by a written notice executed by the Parks Manager. In addition to describing the changes to Landscape Architect's services, the notice will set forth an extension of the term of this Agreement and/or the time to perform one or more Project tasks required by this Agreement if necessary to complete any additional or modified services, and will include any adjustment to the compensation to be paid to Landscape Architect resulting from the changed services. Where the changes required by the notice result in adjustment in the amount of compensation to be paid to Landscape Architect that increases the amount of such compensation in the manner authorized by Section 5(b) of this Agreement, the notice must be approved the City Director of Public Works.

4. Landscape Architect's Personnel

(a) Landscape Architect's Project services will actually be performed by, or immediately supervised by professional Landscape Architect(s) employed by Landscape Architect and licensed to practice their profession by the State of California.

(b) Anne Boyd will be assigned as Landscape Architect's Project Manager and provide the coordination of the project on a day-to-day basis, and will maintain direct communication with the City's designated representative for the Project.

Landscape Architect will not change the professional landscape architect assigned as Landscape Architect's Project Manager without the prior written approval of the Parks Manager.

5. Landscape Architect's Compensation.

(a) *As compensation for Landscape Architect's services on the Project, City agrees to pay Landscape Architect a sum not to exceed sixty-four thousand (\$64,000). City will pay this sum to Landscape Architect as work is completed based on the hourly rates and fees set forth in the "Compensation Schedule" attached to and incorporated into this Agreement as Exhibit "B."*

(b) The City Director of Public Works may authorize additional compensation up to ten thousand dollars (\$10,000) for any changes in the services to be performed by Landscape Architect pursuant to this Agreement that are ordered by the Parks Manager in the manner provided for by this Agreement.

(c) Landscape Architect will bill City monthly for services on the Project. All bills or invoices for such services will list the hours worked and hourly rates for each personnel category, all reimbursable costs, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

(d) Landscape Architect agrees to attach a completed IRS Form W-9 to this Agreement to facilitate tax reporting for payments made by City to Landscape Architect pursuant to this Agreement.

6. Independent Contractor

City and Landscape Architect agree that Landscape Architect will act as an independent contractor in performing the services required by this Agreement, and will have control of all work and the manner in which it is performed. Landscape Architect will be free to contract for the performance of similar services for other employers while this Agreement remains in effect. Landscape Architect is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance or other benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Landscape Architect as to the details of doing the work required by this Agreement, or to exercise a measure of control over the work means that Landscape Architect will follow the direction of City as to the end results of the work only.

7. Subcontracts and Other Assignments.

(a) Except as otherwise authorized in this Section, Landscape Architect shall not subcontract with any other person or firm to perform any part of the services required by this Agreement without the prior consent of the Parks Manager. All such subcontracts or any other assignments of Landscape Architect's obligations under this Agreement without the consent of the Parks Manager will be null and void and of no effect whatsoever.

(b) Landscape Architect is authorized to enter into subcontracts with the following persons or firms providing for the performance of a portion of the services required by this Agreement in consideration of the payment by Landscape Architect to such subcontractor(s) of an amount not exceeding the maximum compensation set forth in the Compensation Schedule attached to this Agreement as Exhibit "B", based on the hourly rates, costs and other fees to be charged by the subcontractor, also as set forth in Exhibit "B":

Susan Narduli Studio
2330 Pontius Ave., Ste 103
Los Angeles, CA 90064

CP O'Halloran, Inc.
Construction Cost Management
2659 Townsgate Road, Suite 213
Westlake Village, CA 91361

(c) Landscape Architect will obtain license to artwork product from subcontractor artist Susan Narduli in conformance to Exhibit "D" attached hereto and incorporated herein.

8. Permits and Licenses

Landscape Architect, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

9. Term of Agreement

The term of this Agreement will be from May 7, 2007 to May 7, 2008, unless the term of this Agreement is extended or the Agreement terminated in the manner provided herein.

10. Agreement Extensions

Should Landscape Architect be delayed in performing the services required by this Agreement by causes beyond Landscape Architect's control, the Parks Manager may extend the term of this Agreement, and/ or the time to perform one or more Project tasks for a period of time sufficient to complete the services. If delay occurs, Landscape Architect must provide the Parks Manager with notice of the delay within 48 hours of the time Landscape Architect, or the agents or employees of Landscape Architect first become aware of the facts giving rise to the delay. Such notice shall be in writing and set forth cause of the delay, the extent of the delay, and how the delay interferes with completion of the Project within the time required by this Agreement.

11. Agreement Termination.

(a) City may terminate this Agreement at any time, with or without cause, upon giving Landscape Architect a written notice of termination. Such termination will become effective immediately upon Landscape Architect's receipt of the notice, or such other date as specified in the notice.

(b) Landscape Architect may also terminate this Agreement by reason of a material breach by City in the performance of any duty or obligation of this Agreement, after giving City notice of the breach in the manner hereinafter required by this Agreement.

(c) Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Landscape Architect will, at City's option, become City's property, and Landscape Architect will receive compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total compensation provided for under Section 5 of this Agreement.

(d) Should this Agreement be terminated pursuant to this Section, City may procure services similar to those terminated from other service providers.

(e) By executing this document, Landscape Architect waives any and all claims for damages that might otherwise arise from City's termination under this Section.

12. Commencement of Performance.

(a) Landscape Architect will not commence or perform any work under this Agreement until:

(i) Landscape Architect furnishes proof of insurance as required under Section 18 of this Agreement; and,

(ii) The Parks Manager gives landscape architect a written notice to proceed.

(b) Should Landscape Architect begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at Landscape Architect's own risk.

13. Notice of Breach and Opportunity to Cure

Neither party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other party. The party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other party within fifteen (15) days from the date on which the party received notice of breach, the non-breaching party may terminate this Agreement.

14. Waiver of Breaches

City's review or acceptance of, or payment for, work product prepared by Landscape Architect under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Landscape Architect's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. Ownership of Documents.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by Landscape Architect under this Agreement are City's property. Landscape Architect may retain copies of said documents and materials as desired, but will deliver all original materials to City upon City's written notice. City agrees that use of Landscape Architect's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk.

16. Publication of Documents

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic artwork, prepared pursuant to this Agreement, will be released by Landscape Architect to any other person or other city without City's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by City, unless otherwise provided by written agreement between the parties. Landscape Architect may use its work product in its own marketing materials, Web site and similar advertisements.

17. Hold Harmless and Indemnification Requirements

Landscape Architect shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, copyright or patent infringement claims or causes, including attorney's fees, caused by any negligent act, negligent omission, or wrongful conduct related in any way to Landscape Architect's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise caused by such negligent act, negligent omission or wrongful conduct, Landscape Architect shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees, to the extent caused by the negligence of the Landscape Architect.

Landscape Architect also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Landscape Architect's

professed expertise and experience in performing such services. In addition Landscape Architect understands and agrees that while City or City's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor or supervise the work performed by Landscape Architect pursuant to this Agreement except as otherwise expressly provided for by this Agreement, including specified city review and approvals at the milestones listed in Exhibit "A", Scope of Services As a consequence, Landscape Architect waives any right of contribution against City or any of City's officers, employees, agents or volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by Landscape Architect pursuant to this Agreement.

18. Insurance

Landscape Architect will procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

(a) Landscape Architect will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with Landscape Architect's performance in the amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

(b) During performance of this Agreement, Landscape Architect will maintain Workers Compensation and Employers Liability insurance for all of its employees who are in any way connected with performance of these services. The Workers Compensation insurance will comply with all applicable State laws. Employers Liability coverage will be for a minimum of \$250,000.

(c) Landscape Architect will provide Errors and Omissions Liability insurance coverage, in an amount of not less than \$1,000,000, which includes coverage for professional malpractice. Errors and Omissions Liability coverage will be provided on a "claims made" basis. Landscape Architect will continue to maintain in effect for a period of at least three (3) years after this Agreement expires or is terminated (the "extended Reporting Period"), a policy of Errors and Omissions Liability insurance (with the same limits and coverage as the policy that was in effect during the term of this Agreement) that provides coverage for claims made during the term of the Agreement or during the Extended Reporting Period arising out of any negligent acts, errors, and omissions of the Landscape Architect, its officers, employees or agents which took place during the time that this Agreement was in effect.

(d) Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name City, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other

insurance that may be carried by City will be excess thereto, and to state that the policy (ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

(e) Landscape Architect will furnish to City a certificate of insurance, in the standard form required by City, duly authenticated, evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time, except that City will not request Landscape Architect's insurance policy application. Insurance is to be placed with insurers with a current Best's Rating at least equivalent to a 1987 Best's Rating of A:VII and be a California Admitted Insurance Company.

(f) Any other contractor or subcontractor utilized by Landscape Architect in connection with the services called for under this Agreement will meet the insurance requirements set forth above for Landscape Architect. Landscape Architect will provide certificates of insurance, endorsements, and other evidence of insurance or copies of policies, as required above as to any such contractor or subcontractor, if requested by City.

(g) The requirements as to the types and limits of any insurance coverage to be maintained by Landscape Architect pursuant to this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Landscape Architect pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. Audit of Records

Landscape Architect will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Landscape Architect will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement. City shall give Landscape Architect at least ten (10) days notice before such audit is to take place.

20. Status Reports

Landscape Architect's Project Manager will provide the Parks Manager the status on a project status report monthly, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

21. Notices

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

City

Mike Montoya, Parks Manager
City of San Buenaventura
P. O. Box 99
Ventura, CA 93002-0099
Fax: (805) 641-2775

Architect

Katherine Spitz
Katherine Spitz and Associates, Inc.
4212 _ Glencoe Avenue
Marina Del Rey, CA
Fax: (310) 574-4462

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. Solicitation

Landscape Architect's represents that it has not employed nor retained any company or person, other than Landscape Architect's bona fide employee, to solicit or secure this Agreement. Further, Landscape Architect represents that it has not paid nor has it agreed to pay any company or person, other than Landscape Architect's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Architect breach or violate this representation, City may rescind this Agreement without liability.

23. Interpretation

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

24. Entire Agreement/Modification by Amendment

This Agreement and the four exhibits attached to this agreement sets forth the entire understanding of the parties in regard to the services to be provided by Architect to City as provided for herein. There are no other understandings, terms or other agreements expressed or implied, oral or written. Except as otherwise specifically provided herein, this Agreement may be modified only by a written amendment to this Agreement that has been approved and executed by both parties hereto.

25. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

26. Time is of the Essence.

Time is of the essence for each and every provision of this Agreement.

27. Statement of Qualifications and Experience

By executing this Agreement, Architect represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Architect represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Architects, and experience in dealing with public agencies all suggest that Architect is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

28. Acceptance of Facsimile Signatures

The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

29. Living Wages

Consultant understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, "Living Wages and Benefits for City Services," a copy of which has been provided to Consultant. By reason thereof, during the term of this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Consultant will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Consultant and any of its successors, assigns and sub-Consultants who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other

information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section.

Consultant also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

By initialing this Section, Consultant agrees that it has been provided with and read a copy of Chapter 2.525 of the San Buenaventura Municipal Code as well as this Section, and that Consultant understands Chapter 2.525 and this Section.

Consultant's initials:

A handwritten signature in black ink, consisting of a stylized 'H' followed by a long horizontal stroke.

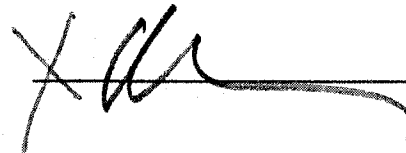
In witness whereof the parties hereto have executed this contract the day and year first hereinabove written.

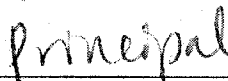
CITY OF SAN BUENAVENTURA,
Aa charter city and Municipal Corporation,

Katherine Spitz Associates, Inc.

Rick Cole, City Manager

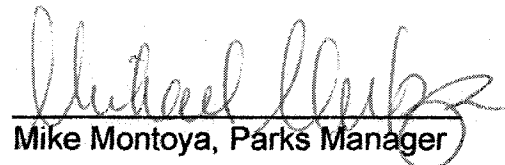
Title





Title

APPROVE AS TO CONTENT:


Mike Montoya, Parks Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
Robert G. Boehm, City Attorney

By: _____
Sonia A. Hehir, Assistant City Attorney

4/6/07

Exhibit A
Landscape Architectural Services Agreement
The City of San Buenaventura and Katherine Spitz and Associates Inc.

Cemetery Memorial Park

SCOPE OF SERVICES

PROJECT SUMMARY

The consultant will develop a master plan to guide future improvements for the City of Ventura's Cemetery Memorial Park. Work shall include an evaluation of existing facilities, data, historic documents, cultural resources and public, community commissions and Steering Committee input. A public artist shall be part of the design team.

Phase 1 - Data Collection/Pre-Design Analysis

1. Attend an initial meeting with Cemetery Memorial Park Steering Committee to include the participation of key representative stakeholders identified and invited by the Committee. At this meeting we will ascertain and document program objectives to be achieved by the Landscape Master Plan.
2. Review documents and materials supplied by City relating to the historic layout of the park, burial records, and other pertinent information, including records of previous community meetings.
3. Review applicable code requirements and other relevant governmental guidelines as provided by City.
4. Review conditions at project site and photo document the site.
5. Prepare site analysis studies including slope, solar, view, vegetation, and wind studies, circulation diagrams, and accessibility analysis.

Phase 2 - Public Stakeholder/Community Meeting

1. Facilitate a meeting of stakeholders and community members to hear public discussion and input.
2. Preparatory meeting with City to discuss community-meeting arrangements.

3. Preparation of PowerPoint presentation with site background and some images for possible inspiration.
4. Attending community meeting, give presentation (jointly between KSA and Narduli).
5. Facilitating breakout groups at community meeting (minimum 4 people team) and record comments on flip chart.
6. Compiling notes after the meeting for distribution to City and for use in developing design.

Note: Preparation of design concepts or drawings is not included in this phase.

Phase 3 - Concept Development

1. Based upon initial meeting and data gathering, prepare initial concept development sketches for the landscape and potential memorial design.
2. Meet with City and/or Steering Committee to review sketches and determine a design direction.
3. Based on approval of initial sketches, further develop the concept development sketches focusing on specific concerns.
4. Prepare image boards and preliminary plant palette.
5. Meet with City and/or Steering Committee to review and approve sketches, image boards, and plant palette.

Up to two meetings or presentations with the City and/or the Steering Committee are included. Meetings above this specified number would be considered an additional service.

Phase 4 - Cost Estimates

1. Based upon final approved concept development, prepare a conceptual cost estimate for planning purposes.

No meetings are included in this phase of work.

Phase 5 - Public Presentation – Joint Commissions

1. Attend one joint meeting of the City Parks and Recreation Commission and the Public Art Commission to present concepts. Presentation material should be in an electronic Word file, a PowerPoint, and 15 hard copies.

2. Prepare meeting notes for distribution.

Note: Revisions requiring more than eight hours of work by Landscape Architect and/or design staff requested by City after final approval of Concept Development in the previous phase will be considered additional services.

Phase 6 - Public Presentations – City Council

1. Based upon feedback received at joint commissions meeting, make revisions and prepare final presentation materials including a power point presentation, imagery boards, and 15 briefing books for presentation.
2. Attend one City Council meeting to present final Master Plan concept as selected and approved in previous phases.
3. Prepare meeting notes for distribution.

Note: Revisions to design requested by City after final approval of Concept Development will be considered additional services.

ADDITIONAL SERVICES

Additional Services shall be provided only upon City's request and approval, and will be billed on a time and materials basis. Additional services may include, but are not limited to:

- Preparation of revisions to approved drawings or documents after final approval of Concept Design.
- Additional meetings or presentations not listed in the Scope of Services.
- CEQA/NEPA documentation
- Any other service not described within the Scope of Services.

Exhibit B
Landscape Architectural Services Agreement
The City of San Buenaventura and Katherine Spitz and Associates Inc.

Cemetery Memorial Park

COMPENSATION SCHEDULE

- A. **AMOUNT OF COMPENSATION.** For completing all work and services described in Exhibit A, and for providing all materials required therefore, City shall pay CONSULTANT the total amount that does not exceed \$64,000 which amount includes all out of pocket expenses.

Phase 1	Data Collection Pre-Design Analyst	\$ 8,000.00
Phase 2	Public Meeting	6,500.00
Phase 3	Concept Development	27,000.00
Phase 4	Conceptual Cost Estimate	3,300.00
Phase 5	Presentations – Commissions and Steering Committee	4,200.00
Phase 6	Presentation – City Council	<u>5,000.00</u>
	Subtotal	\$54,000.00
	Reimbursable expenses	<u>\$10,000.00</u>
	TOTAL NOT TO EXCEED	\$64,000.00

- B. **BILLING:** At the end of each month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, CONSULTANT shall submit an invoice to the CITY at the following address:

City of San Buenaventura
Department of Public Works
Parks Division
Attention: Mike Montoya
P.O. Box 99
Ventura, CA 93001
Fax No. (805) 653-6655

The invoice submitted pursuant to this paragraph shall show the City of Ventura Purchase Order number and City of Ventura Agreement number, hours worked by each person who performed services during the billing period, the hourly rate of pay of each person who performed services, the dates on which the services were performed, a description of the services performed, actual out of pocket expenses occurred in the performance of services and such information as City may reasonably require.

- C. TIME OF PAYMENT. Payment to CONSULTANT shall be made within (30) days after submittal of CONSULTANTS invoice and approval by CITY.

REIMBURSABLE FEE SCHEDULE

Reimbursable expenses are costs incurred by the Consultant in the interest of the project and will be billed at cost times 1.15. Reimbursable expenses include, but are not limited to, the following items:

- 1) Printing, reproductions and photography.
- 2) Postage, messenger and delivery services.
- 3) Mileage and travel expenses.

ADDITIONAL SERVICES FEE SCHEDULE

Katherine Spitz and Associates

\$175.00 per hour for Principal Landscape Architect
\$95.00 per hour for Project Architect and Project Designer
\$75.00 - \$95.00 per hour for Technical Staff

Katherine Spitz and Associates facilitated meetings

\$6,500.00 per meeting and includes:

- Preparatory meeting with City to discuss community-meeting arrangements.
- Preparation of PowerPoint presentation with site background and some images for possible inspiration.
- Attending community meeting, give presentation (jointly between KSA and Narduli).
- Facilitating breakout groups at community meeting (minimum 4 people team) and record comments on flip chart.

- Compiling notes after the meeting for distribution to City and for use in developing design.

Susan Narduli Studio

\$150.00 per hour for Susan Narduli

\$100.00 per hour for Project Architect

\$45.00 - \$65.00 per hour for Draftsperson

Exhibit C
Landscape Architectural Services Agreement
The City of San Buenaventura and Katherine Spitz and Associates Inc.

Cemetery Memorial Park

SEE ATTACHED PROJECT SCHEDULE

Exhibit D
Landscape Architectural Services Agreement
The City of San Buenaventura and Katherine Spitz and Associates Inc.

Cemetery Memorial Park

ARTIST AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

I, Susan Narduli (ARTIST), hereby agree to the following:

1. That the art concepts and art components recommended by ARTIST ("WORK PRODUCT"), to be integrated into the overall design concept of the Cemetery Memorial Park Master Plan pursuant to the Agreement between ARCHITECT and CITY attached hereto, is the result of ARTIST'S sole artistic effort unless otherwise stipulated as collaboration.
2. Except as otherwise disclosed to ARCHITECT and CITY, the WORK PRODUCT is unique and original and does not infringe on any copyright or other proprietary rights.
3. The WORK PRODUCT is free and clear of any lien.
4. ARTIST will attend one (1) Public Arts Commission meeting and present the WORK PRODUCT to be integrated into the overall design concept of the Cemetery Memorial Park Master Plan.
 - A. Should the Commission recommend changes, the ARTIST has 30 calendar days from the initial presentation, to submit a revised design proposal. The Commission may either approve or reject the design proposal.
5. RIGHT AND USE OF WORK PRODUCT

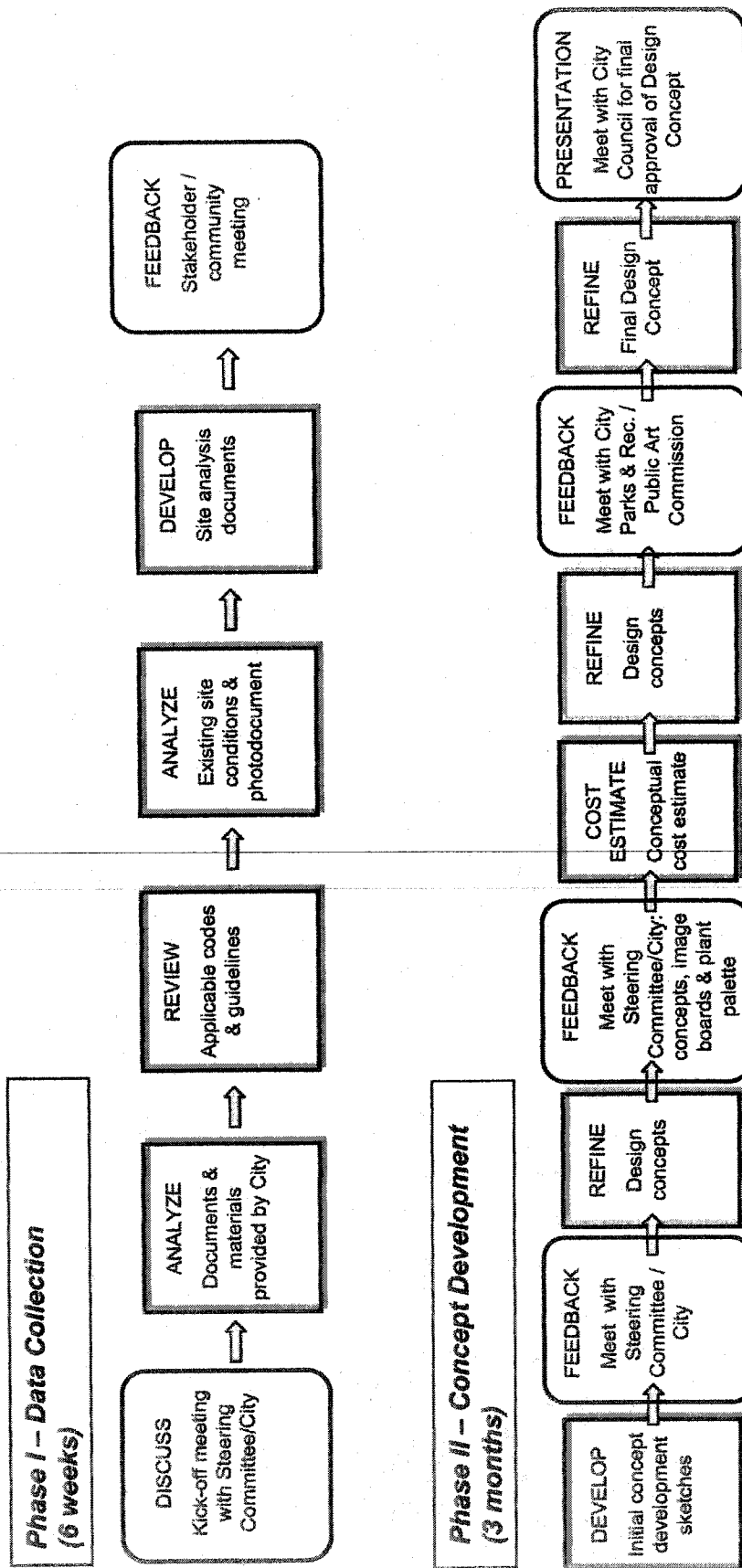
- A. Except as provided by this Agreement, pursuant to the Copyright Act of 1976 (17 U.S.C. §101 et seq.) ARTIST, will retain the copyright and all other rights in and to WORK PRODUCT resulting from work performed for ARCHITECT as part of, in accordance with SERVICES, contained in Exhibit "A", attached hereto and incorporated herein.
- B. ARTIST acknowledges WORK PRODUCT is for the ultimate use of the CITY. Therefore, ARTIST grants to CITY an irrevocable and exclusive worldwide license to reproduce, distribute, and/or to display two-dimensional reproductions of WORK PRODUCT resulting from work performed for ARCHITECT (pursuant to Exhibit "A"), in any manner whatsoever including, without limitation, advertising, brochures, media publicity, and catalogues or other similar publications.
- C. ARTIST will receive authorship credit in connection with work resulting from the SERVICES or any authorized reproductions thereof.
- D. Pursuant to 17 U.S.C. § 106A(3) and only to the extent that this Agreement differs, ARTIST expressly waives any rights that ARTIST may have under Cal. Civ. Code § 987 or 17 U.S.C. §§ 101 et seq., including, without limitation, 17 U.S.C. §§ 106, 106A, and 113, or any successor statute(s) or regulation(s).

Name: Susan Nardulli

Signature: 

Date: 4.5.07

VENTURA CEMETERY MEMORIAL PARK



Note: KSA will await Client approval prior to commencing next phase.