

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
DIXON RESOURCES UNLIMITED**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21st day of January, 2020 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and DIXON RESOURCES UNLIMITED, a California corporation (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide parking consulting services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit “A,” and Consultant’s Proposal, attached hereto as Exhibit “B,” both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed One Hundred Thirty-Two Thousand Dollars (\$132,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on January 20, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the

work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: “The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”
- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Dixon Resources Unlimited  
3639 Midway Drive, Suite B345  
San Diego, CA 92110  
Tel: (213) 716-6933  
Attn: Julie Dixon

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5180  
Attn: Jennifer Rosales

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be



liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer Rosales  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Kelly Telford  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

### BACKGROUND

The City of Costa Mesa's resident permit parking program was adopted to relieve parking congestion on public streets in the most impacted residential areas. In recent years, the parking demands from single-family residential, multi-family residential, and commercial parking shortages have caused unintended spillover parking on other adjacent residential neighborhoods where residents are unable to park on streets adjacent to their homes. The City has experienced significant challenges with both residents and business owners related to limited parking on public streets.

The current guidelines for residential permit parking were approved by the City Council in January 2016. The City's Residential Permit Parking Program requires City Council approval. The program established resident-only permit parking in R-1 zones with the intent to "address high levels of vehicle parking in a residential area" to be used "not as a first level parking control measure."

Key components of the program included:

- Considered on a street-by-street basis;
- Parking surveys that display neighborhood parking demand of 70% percent or more of all available parking will be considered significant;
- Petitions signed by a majority of households are required for installation or removal of the program;
- Up to three (3) permits per household; and
- One hundred (100) guest parking permits (per eligible household) will be issued per year.

There are 2,152 homes on streets designated with residential permit parking. Of those, 1,426 homes (66 percent) have been issued residential parking permits. In City Districts 4 and 5, respectively, there are 386 and 326 homes on streets designated with residential permit parking. An average of 2.3 permits have been issued to homes with residential parking permits totaling 3,257 permits issued in the City. A map of the residential parking zones is included as Attachment 1.

One of the City's goals and priorities is to improve mobility and parking. This includes addressing local neighborhood parking including commercial centers and parking impacted residential areas. Several factors have contributed to the increase of spillover parking including a growing number of vehicles per household, older neighborhoods originally designed for a lower parking demand, limited parking within multi-family communities, the number of people living in a residential unit, the use of garages for storage and unpermitted living quarters, and new housing developments that provide minimal parking (such as accessory dwelling units). In addition, when a single-family street becomes a new designated residential permit parking street, vehicles utilizing this street for parking are displaced and move to other nearby streets. Often, streets designated with residential permit parking become much less utilized since residents not living on that street are displaced and required to find parking elsewhere resulting in a new set of parking challenges in another nearby neighborhood. This sequence of events may create an unintended cascading impact on surrounding streets. The City of Costa Mesa does not recover any of the cost associated with establishing a permit parking area, the cost of permits, or staff time.

The consultant will be required to evaluate and comprehensively quantify the cause of parking shortages and demands. This would include, but not be limited to:

- Quantifying the challenges that are leading to parking shortages, such as number of cars

- in the City owned by residents;
- Land use policies;
- Local and regional transportation facilities;
- Existing roadway designs;
- Existing traffic signage;
- Private property issues, such as converted garages, parking districts, multiple households living in one property;
- Illegal businesses operating in residential neighborhoods;
- Parking vehicles in a manner that blocks two parking spaces; and
- Other issues that the consultant determines that are unique to the City.

The consultant will be required to identify viable solutions including both short-term and long-term solutions to the City's current parking issues. The solutions and a potential new program will be comprehensive and address all aspects that lead to reducing the parking demands in the City. This would include parking and land use policies, roadway improvements, signage, modal shifts towards walking, biking, public transportation, ridesharing and more.

## **SCOPE OF WORK**

### **A. STAKEHOLDER INPUT**

- Propose a methodology for engaging stakeholders including residents of single-family homes, multi-family units, and business owners. Prepare minutes, agendas, and reports of all meetings among the City and stakeholders for review and approval by the City's Project Manager.

### **B. PARKING ANALYSIS OF EXISTING AND FUTURE PARKING CONDITIONS**

- Review City's residential permit parking program and identify challenges and solutions to potentially address those challenges. Review and identify industry best practices that can be added to the City's current residential permit parking program.
- Review similar parking challenges in other cities and their strategies.
- Conduct parking audits of key neighborhoods in the following districts:
  - City Council District 4 (D4)
  - City Council District 5 (D5)
- Assess the demand for parking within the study area (D4 and D5) and evaluate the demand versus the current inventory.
- Evaluate occupancy and turnover data. Identify areas with surplus or deficit parking.

### **C. PARKING MANAGEMENT STRATEGIES**

Provide the City with a policy, criteria or guidelines to manage future requests from residents in both residential zones (single-family and multi-family) to modify existing parking regulations. These policies and guidelines can include but not be limited to the following:

- Review of existing residential permit parking policy, number of current permits and participating residences, ongoing issues and challenges.
- Recommendation to update current permit parking program, City ordinances and municipal codes, and ensuring that it meets the intent of the recent Attorney General's opinion (#14-304). This will involve working with City legal staff.
- Restricting the existing residential permit parking program to address parking challenges

in areas where single-family and multi-family neighborhoods have been co-located on a street.

- Limit the number of permits issued for vehicles per household.
- Evaluate alternative permit parking options by time of day (e.g. weekends, overnight, etc.) and related issues/challenges.
- Evaluate code and policies related to the management of multi-family and commercial developments adjacent to single-family residences.
- Identify potential opportunities for shared parking areas including public/private shared use agreements for parking.
- Development of best practices for residential permit parking programs.
- Revised parking standards for development and planning that encourage adequate parking.
- Evaluate the use of paid parking (i.e. parking meters and stalls) in commercial corridors that are adjacent to residential parking areas that are impacted by commercial parking needs.
- Explore the use of alternative striping for parking including diagonal and perpendicular stalls in multi-family residential areas to maximize parking.

#### **D. IMPLEMENTATION PLAN**

- Develop an implementation matrix, which outlines recommended actions, estimated timeframes, costs and responsible parties, potential funding mechanisms, management structures, and financial projections for the entire strategy including demand management. Specifically identify and highlight those actions considered “quick fixes”.
- Recommend potential revisions to the existing residential permit parking program including revised program options, no change option, and elimination option.
- Recommend revisions to streamline approval process and allow it to be more administrative at the City staff level. This shall include detail of the future proposed steps.
- Perform financial analysis of the City’s existing and proposed residential permit parking program and provide recommendation as to applicable permit fees.
- Recommend how to move forward with the City’s current petitions and backlog. Please include a transition plan.

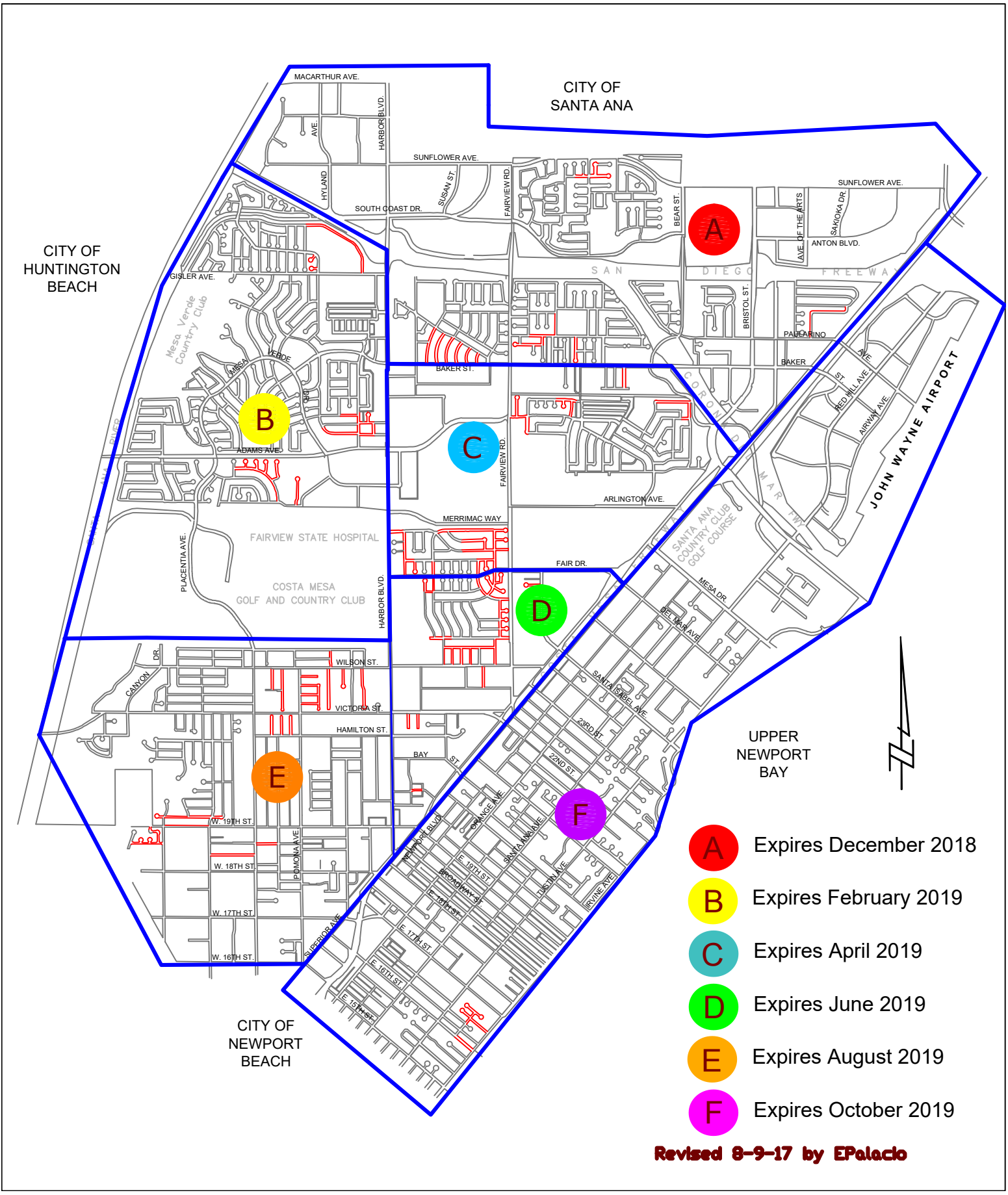
#### **E. DELIVERABLES**

- Develop a timeline schedule for the public participation program and preparation of the tasks outlined in the Project Scope, including staff review, and City Council review.
- Provide parking recommendations related to housing type, occupancy, tenure, affordability, and parking requirements.
- Provide Implementation Plan including recommended short-term and long-term actions.
- Provide staff with bi-weekly e-mail progress reports and memos at various project stages, and as necessary to communicate updates.
- Prepare public meeting presentation materials, miscellaneous letters and memos as required by City staff, in paper and electronic formats.



**ATTACHMENT 1**

**MAP OF RESIDENTIAL PARKING ZONES**



- A** Expires December 2018
- B** Expires February 2019
- C** Expires April 2019
- D** Expires June 2019
- E** Expires August 2019
- F** Expires October 2019

**Revised 8-9-17 by EPalacio**

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



# **Proposal: Parking Consulting Services**

**City of Costa Mesa, CA  
Citywide Parking Study – RFP No. 20-05  
December 3, 2019  
Dixon Resources Unlimited**

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## Exhibits

- A. Vendor Application Form (Attached to Cover Letter)
- B. Signed Addendum #1
- C. Signed Addendum #2
- D. Ex Parte Communications Certification
- E. Disclosure of Government Positions
- F. Disqualification Questionnaire
- G. Company Profile & References
- H. Bidder/Applicant/Contractor Campaign Contribution
- I. Financial Statements
- J. Fee Schedule

## Section 1. Cover Letter

December 3, 2019

Jackqueline Nguyen  
RFP Facilitator  
City of Costa Mesa  
77 Fair Drive, Costa Mesa 92626

Dear Ms. Nguyen,

Dixon Resources Unlimited (DIXON) is pleased to submit this Proposal to the City of Costa Mesa (City) to provide parking consultant services to evaluate the City's current parking permit program and provide recommendations for updated policies, procedures, and implementation strategies. Having collaborated extensively with local municipalities such as Newport Beach, Anaheim, and Seal Beach to transform their parking programs, our firm is uniquely qualified to support the development of recommendations contained within this Request for Proposals.

We intend to bridge our knowledge of neighboring parking operations with excellent customer service in order to deliver a cost-effective and sustainable solution for Costa Mesa. We can easily build upon the work that we have completed in Newport Beach and Anaheim to offer a comparative analysis of permit fees, and our operations and implementation experience will provide Costa Mesa with reliable recommendations for streamlining permit management.

Each of our projects in Newport Beach, Anaheim, and Seal Beach have involved robust changes to existing municipal codes and permit management systems, while our current project in Tustin presents many of the same residential permit parking challenges faced by Costa Mesa. The project in Tustin launched in October 2019, and we are excited for the opportunity to update the City's Preferential Permit Parking Program to provide neighborhoods with options to help address parking needs on public streets.

We take pride in our hands-on approach that goes above and beyond a one-size-fits-all solution. Our firm brings the regional expertise from helping to transform the parking experience in Southern California. Beyond the projects listed above, we have worked extensively with the cities of Laguna Beach, Riverside, Oceanside, and National City, in addition to some of the largest parking programs in the country, including Los Angeles and San Francisco.

We are accustomed to working with communities where the strain on residential streets further drives peak parking demand, and our project references highlight the range of programs that have benefited from our services. Our team will take a personal interest in the project, and I will directly oversee community outreach, stakeholder engagement, City Council presentations, and high-level interaction with City staff.

We are very proud that DIXON has supported several award-winning parking operations including, in March 2019, the *Parking Today* Award received by the Seal Beach Police Department for Parking Technology Innovation and, in November 2018, the City of San Leandro was recognized as the California Public Parking Program of the Year. Both recognitions were the result of collaborative, hands-on partnerships that involved extensive community outreach and program development in support of sustainable, technology-integrated parking operations. We are also proud to have supported the City of Laguna Beach, which received the 2019 California Public Parking Program of the Year Award for the successful implementation of its smart parking guidance system.

Our community outreach allows us to bring a local approach to the way we do business and consistently prove our ability to identify and implement operations, management, and technology recommendations. We want to maintain a local presence in Costa Mesa, and we have carefully designed our community outreach plan to maximize participation by residents, business owners, and property developers who have a stake in the City's permit parking program. In addition to online surveys, we can provide the City with hands-on strategies that directly engage stakeholder groups and encourage and promote productive discussions.

DIXON is a small woman-owned, California-certified Disadvantaged Business Enterprise Program (DBE) consulting firm. I, Julie Dixon, am the Principal Consultant and will serve as the designated contact for this proposal. We have reviewed the City's Professional Service Agreement and do not take any exceptions to the agreement. Work will be performed on-site or remotely from the location of each employee's personal office. DIXON has assigned Jennifer Rentz, based in San Diego, as the Project Manager.

**Address of Firm:** 3639 Midway Drive, Ste. B345, San Diego, CA 92110

**Telephone of Firm:** (213) 716-6933

We look forward to hearing from you and will work tirelessly to achieve the City's overall parking and mobility goals.

Sincerely,



Julie Dixon, President

3639 Midway Drive, Ste. B345

San Diego, CA 92110

(213) 716-6933

[julie@dixonresourcesunlimited.com](mailto:julie@dixonresourcesunlimited.com)







**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Julie Dixon	President	(213) 716-6933
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: 46-1496430

City of Costa Mesa Business License Number: None. Will obtain upon Contract Award.

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: Not applicable.

## **Section 2. Background & Project Summary**

The primary goal of our approach will be to identify the policies, procedures, and implementation plan necessary to address parking shortages in Costa Mesa. DIXON will design recommendations to address the City's specific parking challenges with the goal of having an immediate impact on the City's parking operations. Our approach, which relies on the preparation of a detailed Implementation Plan, will provide the City with a series of concrete steps to direct targeted investment and guide staff through project implementation.

We view the City's parking operation as an integrated system. In order to fully address Costa Mesa's parking shortages, we must address the interdependencies that lead to residential parking spillover and localized increases in demand. In addition to enhancing parking management, DIXON will recommend wayfinding, land use policies, and incentive programs that maximize the use of alternative modes of transportation. Our recommendations will make clear connections between parking management and Transportation Demand Management (TDM), outlining strategies for the implementation of various TDM initiatives with consideration for different user groups.

We understand the importance of making data-driven decisions in order to address the community's perception of parking availability. We will support our recommendations with occupancy and turnover data, and we will use our experience from nearby communities to help address community concerns surrounding private property issues. By opening up the dialogue to a range of community groups, the City has the opportunity to achieve buy-in and enable stakeholders to become advocates of the preferred solution.

We will be with Costa Mesa every step of the way to evaluate the existing RPP program and downstream effects that impact the parking experience for residents, visitors, and employees. Our process will facilitate an open and transparent relationship with internal stakeholders, and we will solicit feedback from the City in order to coordinate strategies and identify the internal resource requirements that will be necessary to support any proposed changes to the program.

## **Section 3. Method of Approach**

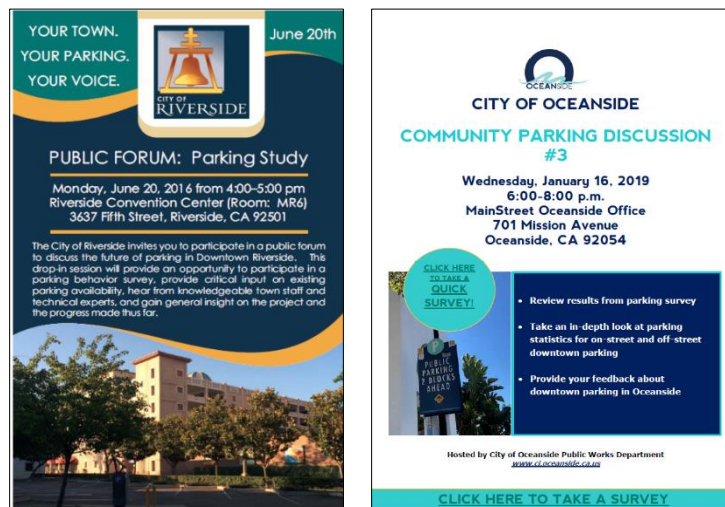
The following workplan addresses the technical approach, methodology, and specific tasks that will be performed as part of the Scope of Work detailed in the Request for Proposals. Below is a summary of the deliverables associated with each task; however, it should be noted that the DIXON team is adaptive to the City's needs. We will work with the City and, based upon the evolution of the Project, we will adjust our deliverables to ensure ongoing alignment with project goals and overall project plan priorities.

### **Task A. Stakeholder Input**

Ongoing stakeholder input will be an essential part of this Project. DIXON will assume a leadership role in coordinating a public involvement strategy to ensure inclusion and transparency with a broad range of stakeholders, including external groups and those residents who have a stake in the future of the City's residential permit parking program.

**Task A. Action Items**

- DIXON will coordinate a public involvement strategy with residents of single-family homes, multi-family units, and business owners. We envision this process occurring in a total of four (4) site visits.
- During Site Visit #1, DIXON will meet with various external stakeholders during workshop meetings with interested parties. Workshop meetings will provide an opportunity for residents and business owners to focus on the specific parking needs and challenges that impact them. Focus groups could include, but are not limited to, residents, business owners, downtown employees, and property developers.
- DIXON may also assemble representative community members to form a Parking Steering/Advisory Committee for a collaborative discussion about parking and mobility in Costa Mesa.



*Examples of stakeholder engagement materials from previous DIXON projects.*

- DIXON will issue an online survey, advertised through social media, in order to maximize stakeholder participation. DIXON will develop online survey questions that inquire about community demographics, parking perceptions, parking needs, and solicit feedback for incorporation into the overall recommendations. Online survey results will be summarized on a geographical basis and included in future stakeholder outreach presentations.
- Following completion of the first round of internal and external stakeholder engagement, DIXON will return for Site Visit #2 to present any findings to various stakeholder workshop groups, including an overview of parking management options and ideas based upon feedback and findings from the on-site assessment. This will give stakeholders an opportunity to provide feedback about the participation process and inform recommendations in the Implementation Plan.
- Site Visit #3 will include a City Hall or public community meeting as an opportunity for the public to learn about the progress of the Implementation Plan. DIXON will promote the

City Hall meeting time to those who are interested in learning more and sharing their feedback with a wider audience.

- At the conclusion of the process, DIXON will return for Site Visit #4 to present the findings and draft recommendations to various stakeholder workshop groups and internal City staff. DIXON intends to share any recommendations/municipal code changes with stakeholders in advance of the meeting to provide ample time for circulation and review.
- Throughout the process, DIXON will engage City stakeholders including representatives from the Police Department, Public Services, Development Services, Public Works, and the City Manager's Office in one-on-one meetings.



*Julie Dixon moderating the discussion with parking stakeholders.*

**Task A. Deliverables:**

- DIXON will formalize the public outreach and stakeholder engagement strategy and timeline into a Public Participation Plan for staff comment and approval.
- DIXON will conduct up to four (4) site visits for stakeholder engagement. DIXON will prepare and distribute graphic materials to be used at stakeholder meetings.
- In addition to the stakeholder meetings, DIXON will schedule one-on-one meetings with internal and external stakeholders, as needed, throughout the Project.
- DIXON will prepare public meeting presentation materials, and miscellaneous letters and memos to support the stakeholder engagement strategy. In addition, DIXON will schedule bi-weekly project update conference calls and/or prepare email progress reports with designated staff to provide status updates.
- DIXON will present the Implementation Plan to City Council at the conclusion of the Project.

## **Task B. Parking Analysis of Existing and Future Parking Conditions**

DIXON will review the City's existing residential permit program and collect and evaluate parking data in order to identify the immediate policies, procedures, and implementation plan that will be needed to address parking shortages.

### **Task B. Action Items – Operational Needs Assessment**

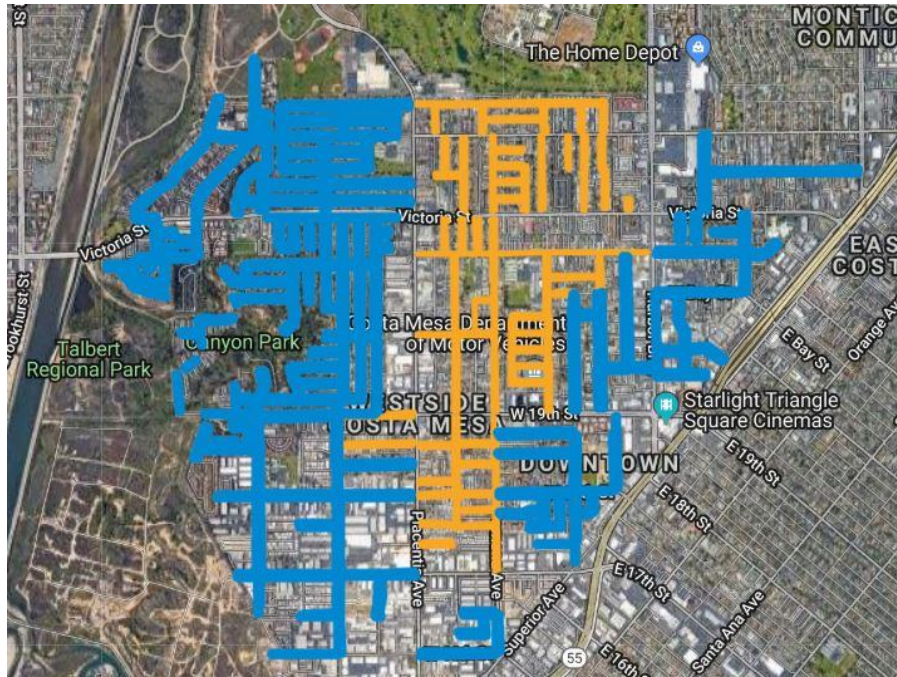
- An initial project kickoff meeting will allow DIXON to prioritize objectives and tasks, finalize the schedule, and request background data from the City. During this phase, DIXON will achieve a thorough understanding of site context in order to clarify the City's short, medium, and long-term planning objectives. The kick-off meeting will introduce key internal stakeholders to the DIXON team, allowing each member's role to be thoroughly communicated to all parties. DIXON will prepare and distribute an agenda and minutes for the kick-off meeting.
- In coordination with City staff, DIXON will obtain all relevant data to assist with the project including, but not limited to, parking counts, staffing reports, City Council agenda reports, and existing parking management strategies. We will examine all relevant material, current vendor agreements, permitting procedures, and/or strategic planning documents in order to prepare for the on-site assessment.
- During a two-day Operational Needs Assessment, our team will meet with stakeholders and representatives from various City departments in order to examine existing program details and discuss recommendations for revamping the permit parking program.
- During the Operational Needs Assessment, DIXON will evaluate the City's existing permit parking program with an emphasis on the residential streets and areas where parking demand and spillover effects are greatest. The assessment will include a comparative review addressing technology, staffing, and organizational requirements across core functional areas such as finance, asset management, operations, maintenance, and workforce management, with the understanding that the City's policies will need to be modified to optimize the parking system.
- While on site during the Operational Needs Assessment, DIXON will begin the public outreach process by engaging community stakeholders and scheduling workshops and/or meetings, as described in the Public Participation Plan (Task A).
- Our process will support an open and transparent relationship with stakeholders that ensures collaboration with the City. We will discuss the current rules that govern residential permit parking and work with stakeholders to further characterize the cause of parking shortages and demands. These discussions will identify industry best practices that can be added to the City's current residential permit parking program.

### **Task B. Action Items – Data Collection Plan**

DIXON will conduct parking audits of key neighborhoods in City Council Districts 4 and 5 in order to identify and evaluate areas with surplus or deficit parking.



- DIXON, in coordination with IDAX Data Solutions (IDAX), has prepared a preliminary approach to collect parking occupancy and turnover data for on-street parking locations within City Council Districts 4 and 5. Figure 1 shows the preliminary study area and specific block faces to be collected. Approximately 650 block faces will be collected.



*Figure 1. Proposed data collection area showing District 4 block faces (orange) and District 5 block faces (blue).*

- An initial inventory of existing parking supplies will be conducted to determine and verify existing parking space inventories and posted policies such as time limits, hours of operation, and parking restrictions. DIXON will work with the City to finalize the appropriate methodology for inventorying unmarked locations.
- Data collection will occur for a total of two days (one day during the week and one day during the weekend). Specific data collection dates are flexible and will be coordinated and agreed upon with the City. For each day, data will be conducted during four rounds at 9AM, 12PM, 3PM, and 6PM, in order to capture peak periods and the times between peak periods. The presence of permits will be recorded for residential permit parking zones.
- Our team is proposing a combination of walking and driving routes to cost-effectively cover the proposed study area. This effort will involve the use of dash cams for driving on-street routes where access and layout allow for full visibility, in combination with walking routes using IDAX's map-based mobile application, Kapturrit, for permit data entry within current residential permit parking zones. Use of IDAX's manual collection application will allow for easy route design and data entry, real-time monitoring for field supervisors, and easy data transfer for review and delivery.
- Value Add: Our team will build off IDAX's extensive experience managing a variety of parking data collection studies, including inventory and GIS databases, to capture

efficiencies in the data collection approach. DIXON will work with the City to determine the exact scope of locations and attributes to be collected in order to clarify data collection details and deliverables and establish clear expectations. DIXON will work with the City to finalize a clear data collection methodology that demonstrates data collection app use, collection routes, quality control and assurance, and deliverable to ensure transparency.

### **Task B. Deliverables**

- DIXON will review background information, existing vendor agreements, and conduct a kickoff meeting to finalize project objectives.
- DIXON will conduct an on-site Operational Needs Assessment (up to two days) that will serve as the basis for parking management recommendations.
- In addition to performing the Operational Needs Assessment during the first site visit, DIXON will begin the public outreach process by engaging stakeholders and scheduling workshops and/or meetings, as described in the Public Participation Plan (Task A).
- In coordination with the City, DIXON will finalize the data collection plan and conduct parking audits of key neighborhoods in City Council Districts 4 and 5.
- DIXON will evaluate occupancy and turnover data in order to inform parking management recommendations. Data results will be summarized in a written report.

### **Task C. Parking Management Strategies**

DIXON will identify and evaluate parking recommendations for the City's residential permit parking program. Wherever possible, these recommendations will account for both short-term and long-term priorities based on current and projected parking demand, parking and transportation trends, and community willingness.

### **Task C. Action Items**

DIXON will identify steps that the City may undertake to future-proof its parking program and plan for the overall public benefit. These recommendations will include the following:

- Recommendations to streamline existing residential permit parking policy, number of current permits, and participating residences;
- Recommendations for the permit parking process, including, but not limited to, determining procedures to address challenges in areas where single-family and multi-family neighborhoods are co-located, determining permit limits for vehicles per household, evaluating permit parking options by time of day, and addressing the effects of paid parking in adjacent commercial corridors;
- Recommendations for permit administration, issuance and renewal, and associated costs;
- Recommendations for municipal code updates that are consistent with California law and the Attorney General's opinion (#14-304). DIXON will work with City legal staff to conduct a thorough municipal ordinance review to determine adjustments/red-line edits that will "future-proof" code language to prepare the City for the implementation and management of a revamped permit program. Our extensive experience working with

California cities will allow us to identify issues and address gaps in the existing code. Drawing from our experience in the City of Seal Beach and other nearby municipalities, we will compile all relevant code sections and provide a revised version for consideration. This will include instances where the City may be able to simplify municipal language to improve program efficiency. We will also evaluate parking policies related to the management of multi-family and commercial developments located adjacent to single-family residences;

- Recommendations based on lessons learned and best practices from other cities in the region. We have included local project references from Newport Beach and Anaheim to emphasize our familiarity with parking programs in Orange County. Using these cities, as well as other Southern California municipalities of similar size, demographics, and mixed-use downtowns, we will identify comparable permit rates;
- Recommendations based on parking time prohibitions and related issues/challenges, as determined from the Operational Needs Assessment;
- Recommendations for potential parking partnerships with private entities. We have extensive experience structuring shared parking agreements, and we understand the practical and political realities of negotiating a community of diverse stakeholders. In the City of San Leandro, DIXON is currently leveraging shared parking agreements to improve parking management, part of an array of services that helped the City earn the title of 2018 Public Parking Program of the Year by the California Public Parking Program;
- Recommendations for enforcement including fines, towing, and administration. During the Operational Needs Assessment, DIXON will discuss options for enforcement with internal stakeholders, including pros, cons, and methods of cost recovery;
- Recommendations related to the use of alternative striping for multi-family parking stalls;
- Financial analysis of the City's existing and proposed residential permit parking program and recommendations for applicable permit fees; and,
- Recommendations for how to move forward with streets currently subject to permit parking and how to implement transition strategies.

### **Task C. Deliverables**

- Project deliverables for this task will include municipal code updates, analysis of permit fees, and the development of general recommendations, as described above. DIXON will revise these recommendations with feedback from City staff and incorporate them into the Implementation Plan (Task D).

### **Task D. Implementation Plan**

#### **Task D. Action Items**

- DIXON will formalize recommendations to the existing residential permit parking program including revised program options, a no change option, and an elimination option.
- Based on these recommendations, DIXON will formulate the City's "go-forward" strategy including an approach for handling current petitions and backlog, managing the updated permit approval process, and setting applicable fees and procedures.

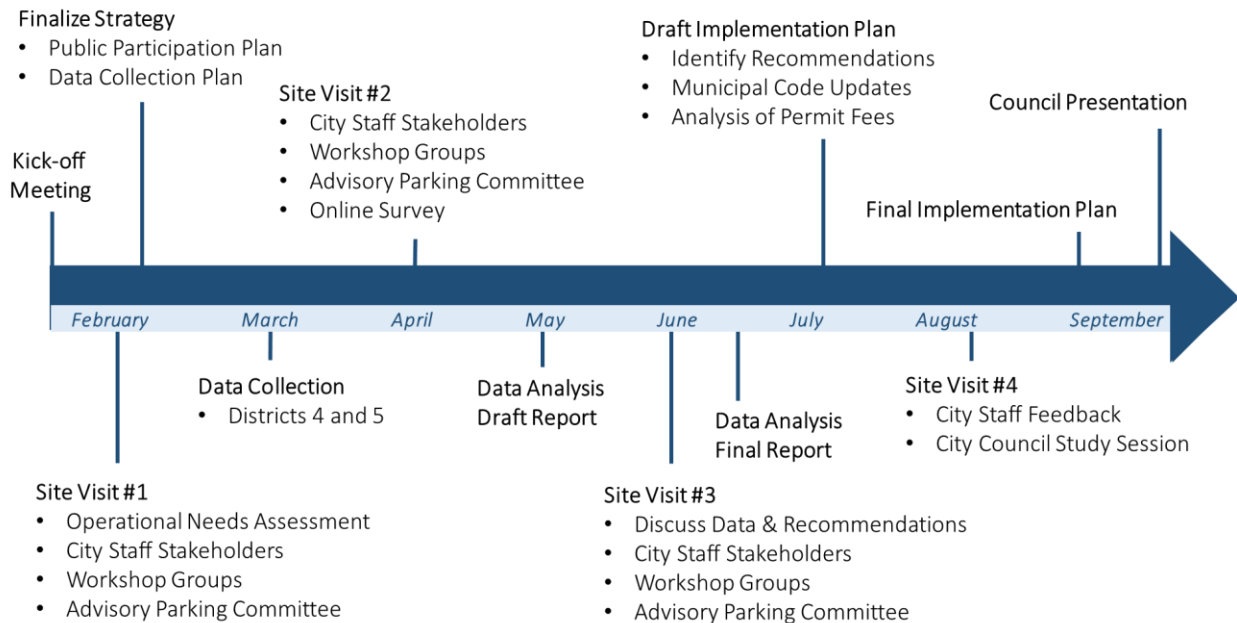


**Task D. Deliverables**

- DIXON will prepare a written Implementation Plan recommending short-term and long-term actions based on recommendations developed throughout the Project. The Implementation Plan will include an implementation matrix outlining recommended actions, estimated timeframes, costs, and responsible parties, potential funding mechanisms, management structures, and financial projections for the entire strategy.

**Project Schedule**

The proposed work schedule indicates duration and completion dates for Project deliverables and milestones. The proposed Project plan, timeline, and pricing will be responsive to the City’s needs and can be modified to suit the City’s evolving priorities.



**Role of City Staff**

DIXON will stay actively engaged with City staff throughout the course of the Project, and we will provide ongoing project status reports based upon City leadership needs and preferences. We intend for City staff to participate in bi-weekly project update calls, participate in stakeholder meetings during the Operational Needs Assessment, and participate in public meetings as appropriate to the Public Participation Plan. DIXON will request feedback from the City on the draft Public Participation Plan, Data Collection Plan, Data Analysis Report, and Implementation Plan, and we will work closely with the City throughout the Project to solicit feedback in order to develop cost-effective recommendations.

**Recruitment, Hiring, and Retention of Former City Employees**

DIXON welcomes the opportunity to support the transition of qualified City personnel.

## Section 4. Qualifications & Experience of the Firm

### General Business Information

1. Legal Name of Corporation: Dixon Resources Unlimited
  - Business Address: 3639 Midway Drive, Ste. B345, San Diego, CA 92110
  - Date of Incorporation: November 30, 2012 in the State of California
  - Corporate Officer: Julie Dixon, President
  - DIXON does not operate a local office. DIXON employs 11 employees based in various locations across California, Utah, Washington, and Illinois. Five of DIXON’s 11 employees are based in San Diego County. Work is performed on-site or remotely from the respective location of each employee’s personal office.
2. DIXON is not a partnership or joint venture.
3. DIXON (Applicant), nor its Corporate Officer, owns or controls another business.
4. DIXON (Applicant), nor its Corporate Officer, is or was an officer, director, or partner doing similar business in California under another name.
5. DIXON has operated for seven years under the present business name.
6. A list of current and previous contracts similar to the requirements for Costa Mesa is provided in the Section below. Project references are also included in Exhibit G.
7. A description of DIXON’s qualifications and experience is provided in the Section below.
8. DIXON provides charitable contributions to the San Diego Boys & Girls Club, American Diabetes Association, Multiple Sclerosis Society, Girls on the Run of San Diego, The Vision Project (International Rescue Committee), San Diego Humane Society, North County Veterans Stand Down, Police Unity Tour, OVEVA, and the National Law Enforcement Cancer Support Foundation. In addition to monetary support, DIXON volunteers at events for the San Diego Boys & Girls Club, including Holiday Food Drives and the Adopt a Kid & Adopt a Family Holiday Program.

### Corporate Background

With over 29 years of parking and transportation management experience, Julie Dixon founded Dixon Resources Unlimited with the direct goal of supporting municipal parking programs. We consider ourselves to be “Parking Coaches” because we offer best in class municipal parking solutions across a broad spectrum, including:

Parking Management	Best Practice Comparisons	Parking Studies
Stakeholder Engagement	Financial Reporting	Officer Training Programs
Technology/Automation	Revenue Reconciliations	Procurement/Solicitations
Monetization Modeling	Integrated Solutions	Contract/Permit Management

Based upon industry awareness and familiarity with parking technology and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our familiarity with parking processes, policy, and overall technology and service solutions will provide a direct benefit to Costa Mesa. DIXON has directly supported

municipalities throughout the United States, developing extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. We have been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes. We have direct experience reviewing and assessing the organizational structure, operational services, staffing levels, and permitting policies for municipalities. Our work has garnered an impressive client list delivering results that are tailored to the needs of each customer, including the following cities:

CA	Alameda	CA	Pasadena	MI	Birmingham
CA	Anaheim	CA	Paso Robles	NC	Hendersonville
CA	Beverly Hills	CA	Riverside	NJ	Atlantic City
CA	Chico	CA	San Francisco	NJ	Princeton
CA	Davis	CA	San Jose	NM	Albuquerque
CA	Downey	CA	San Leandro	NV	Las Vegas
CA	Laguna Beach	CA	Sausalito	NV	Reno
CA	Los Angeles (DOT)	CA	Seal Beach	OR	Portland
CA	Los Angeles County	CA	Tustin	TX	Austin
CA	Monterey	CO	Denver	TX	Dallas
CA	Mountain View	CT	New Haven	UT	Park City
CA	Napa	CT	Stamford	UT	Salt Lake City
CA	National City	FL	Seaside	UT	Springdale
CA	Newport Beach	HI	Maui	WA	Seattle
CA	Oakland	ID	Boise	WA	Spokane
CA	Oceanside	IL	Oak Park	WA	Vancouver
CA	Palo Alto	MI	Ann Arbor	WI	Milwaukee

## Operating Policies

DIXON is a small, agile company and our name includes Unlimited because there is no limit to the parking support services that we provide. We treasure our clients and always deliver on our commitments. Each of our municipal contracts has been extended beyond the original scope of work due to the positive impact that our project deliverables have made and the level of professional service that we have provided. We have delivered all of our projects under budget and on time with a concentration on delivering a customized set of recommendations. Our clients will tell you that though we are small, we leave a powerful impression, and our parking expertise and understanding of solutions offer an innovative and cost-savings perspective. We believe in and stand behind the work that we do.

## Parking Management, Operations, and Technology

We have assessed, designed, built, and operated successful parking programs. Our experience and operational understanding of the details involved provides a unique perspective unlike any other

consulting firm. DIXON can support the City’s overall parking operation, including a full review of existing conditions, review of past parking discussions and policies, outreach to stakeholders, and development of implementation strategies.

Our specific areas of expertise include on-street and off-street parking, stakeholder engagement, operating plans, and policy development, such as municipal code updates. There is no other consulting firm that matches our familiarity with current and developing parking solutions along with an understanding of technology integration. Our firm is technology agnostic, and we provide recommendations based upon the most current operational solutions and technology available, regardless of vendor. We pride ourselves on staying up-to-date with current and upcoming vendor features, and we have the operational experience to integrate these features with practical solutions.

### **Similar Contracts/Project References**

The following section highlights our project experience (Exhibit G). Each summary includes a description of the project scope, recommendations and findings, and implementation timeline.

#### **California, San Leandro**



- Parking Management Services
- August 2017 - Present
- Estimated Project Cost: \$220,000
- Project Lead: Julie Dixon / Project Manager: Emily Kwatinetz

The City of San Leandro hired DIXON to implement the City’s Downtown Parking Management Plan, playing a central role in the transformation of the downtown business district. Due to outdated parking technology and inconsistent enforcement, the parking spaces in the downtown core weren’t being maximized, resulting in time limit overstays and congestion. Leveraging our expertise, the City has implemented several strategic and cost-effective initiatives designed to improve the management of parking in San Leandro. The City’s program was recognized as the 2018 Public Parking Program of the Year by the California Public Parking Association (CPPA).

After meeting with several key stakeholders, DIXON assisted the City with a review and update of the City’s municipal code. The code updates defined the parking management plan and provided the City with the flexibility to adapt policies over time including the institution of a “No Reparking” ordinance to support the posted time limits and encourage longer-term parking in the garage.

Employee and residential permit programs were developed and customized for the San Leandro community to manage demand and address spillover concerns. DIXON leveraged the City’s existing citation and permit management vendor to implement online and automated permit management services to allow San Leandro to handle permit demand increases. This included automating processes such as equipping parking enforcement officers with fully integrated handheld devices and optimizing a previously installed LPR system. The advanced integrated

solution allows a parking enforcement officer to manage updated ordinances and regulations, including the ability to coordinate among parking zones and address time-limit challenges.

In order to ensure an adaptive, cost-effective, and integrated technology solution, DIXON developed several specifications to support competitive bids for a mobile payment application, pay-by-plate pay stations for the Estudillo Garage, single-space smart meters to support a monetized shared parking agreement, and parking enforcement support services. DIXON is committed to providing San Leandro with the hands-on support and industry knowledge necessary to modernize its parking program and facilitate program enhancements.

**Mariana Garcia**, Economic Development Project Specialist  
(510) 577-3323, [MGarcia@sanleandro.org](mailto:MGarcia@sanleandro.org)



### California, Newport Beach

- Comprehensive Consulting Services
- December 2012 - Present
- Estimated Project Cost: \$75,000
- Project Lead/Manager: Julie Dixon

In December 2012, DIXON was awarded a professional service agreement with the City of Newport Beach to provide parking consulting services. The goal of the project was to review, analyze, and provide recommendations regarding the City's parking lots, parking permits, parking meters, parking enforcement procedures, and pilot technology programs.

DIXON completed an evaluation of the parking meter program, focusing on counting and collection operations, and provided technology solution recommendations. This phase was followed by a review of parking lot operations. Due to DIXON's ability to efficiently complete both assessments and provide targeted recommendations, the City was able to implement new technology systems prior to the beginning of peak summer season.

A broader assessment of the Newport Beach parking program led to the development of a parking technology roadmap for both short-term and long-term parking and revenue goals. The primary objectives included improvements to enforcement and citation management services as well as the expansion of the City's permit parking program. DIXON converted the assessment findings into RFP specifications for a permit and citation management vendor. Tailored to the specific needs of Newport Beach, the RFP included hardware specifications, future integration requirements, and processes for Coastal Commission review. The solicitation resulted in the successful implementation of a turnkey service provider.

In order to implement a citywide residential permit parking program, DIXON recommended that the City first implement Pay by Plate and LPR technology. Together, these technologies provided the foundation for a digital permitting system. Next, we supported the development and release of the citation processing/permit management RFP. By taking the process step by step and leading the City through each project phase, DIXON enabled the success of Newport Beach's citywide

residential permit parking program. The City of Newport Beach is an excellent example of how DIXON provides “Parking Coach” support. We developed long-range plans that encouraged the City to invest in incremental solutions to achieve an integrated parking program.

**Evelyn Tseng**, Revenue Manager, City of Newport Beach  
(949) 644-3153, [etseng@newportbeachca.gov](mailto:etseng@newportbeachca.gov)



### California, Anaheim

- Consultant Services for Permit Management System
- May 2016 - November 2016
- Estimated Project Cost: \$30,000
- Project Lead/Manager: Julie Dixon

In May 2016, the City of Anaheim contracted with DIXON to prepare a RFP for a Permit Management System (PMS). Working closely with City staff, the project began with a detailed operational needs assessment of the current and proposed permit management program. The assessment included a summary based upon a comparative review that addressed technology, staffing, organizational requirements, and preferences for the solicitation.

The process included meetings with City staff and key stakeholders in order to review and prioritize existing policies and identify future needs. DIXON took an engaged leadership role in establishing a public involvement strategy that ensured inclusion and transparency among a broad range of stakeholders to solicit feedback and improve recommendations.

DIXON worked directly with Public Works to develop the RFP specification for the PMS solution. The final specification addressed industry best practices, operational requirements, and identified technical integration needs with existing and pending City systems. As part of the project, DIXON proactively addressed compatibility needs with the City’s citation software and potential future enforcement technology, such as LPR.

As part of the solicitation process, DIXON supported pre-bid meetings, addressed RFP questions, and clarified the City’s technical requirements in order to establish clear internal and external priorities to inform future revenue cost recovery and policy decisions. In addition to developing the specification, DIXON supported the City with selection criteria and identified the final parking performance measures. DIXON supported City staff throughout the proposal evaluation process, including assisting with questions by prospective vendors and moderating vendor interviews.

While the project concluded in 2016 with the implementation of the selected vendor, DIXON has continued to be available to City staff to address questions and provide support when called upon.

**Quang Le**, P.E., Associate Engineer, Public Works Department, City of Anaheim  
(714) 765-4526, [gle@anaheim.net](mailto:gle@anaheim.net)



## California, Seal Beach

- Parking Consulting & Project Management
- May 2017 - Present
- Size: \$200,000
- Project Lead: Julie Dixon / Project Support: Jennifer Rentz

The City of Seal Beach retained DIXON in May 2017 to provide ongoing consulting and project management for the City's parking program. Seal Beach staff recognized the need for an overhaul of its parking operation, including community outreach, technology refresh, and parking policy assessment, and lacked the dedicated parking management staff to manage these projects. As a result, the City hired DIXON to act as an Interim Parking Manager, tasked with facilitating the implementation of new technology, including updating paid parking technology, streamlining the permit management process, and implementing new handheld citation writers and LPR technology for enforcement.

To ensure an optimized solution, DIXON organized a paid parking pilot, facilitated multiple demonstrations and ride-alongs with LPR vendors and evaluated handheld enforcement devices. In coordination with City staff, we presented the technology recommendations to City Council in February 2018. DIXON then negotiated the expansion of the citation management vendor support agreement and the City successfully transitioned from manually issued citations to real-time, electronic citations.

A streamlined permit renewal process was implemented in time for the 2018 December renewal process. Residential customers are now able to submit proof of residency online or elect for the permit vendor to perform a DMV check that verifies residency. The responses from customers and staff was overwhelmingly positive due to the time-saving and customer conveniences resulting from the automation. The 2019 residential permits were processed almost completely online.

In 2019, Parking Today awarded the City of Seal Beach the Innovative Use of Technology Award. With DIXON's support, the City achieved a first-of-its-kind end-to-end integration of vendors, utilizing Genetec's ALPR software to capture violations and transfer data to remote handheld devices for citation issuance, simultaneously integrating with the California DMV to verify vehicle registration, whitelists to verify scofflaws, and hotlists to verify stolen vehicles, stolen plates, and critical missing persons.

Community outreach and stakeholder engagement are always important when considering major changes to a parking program. Our team has made efforts to engage City staff, Council Members, and the community to solicit opinions and obtain feedback about proposed changes. The process to date has included multiple Council meetings, equipment demonstrations, City staff meetings and public parking forums, and DIXON will continue these outreach efforts throughout the duration of its engagement.

**Steve Bowles**, Commander, Seal Beach Police Department  
(562) 799-4100 Ext. 1117, [sbowles@sealbeachca.gov](mailto:sbowles@sealbeachca.gov)



## California, Paso Robles



- Parking Management Services
- March 2018 - Present
- Estimated Project Cost: \$200,000
- Project Lead: Julie Dixon / Project Manager: Emily Kwatinetz
- Project Support: Katherine Edgerley

In March 2018, the City of Paso Robles commissioned DIXON to perform a Downtown Parking Existing Conditions and Needs Assessment. Between April and August, DIXON conducted a series of on-site visits and community engagements to ensure a thorough review of existing downtown parking conditions, during which time staff met with City Council Members, a Steering Committee comprised of residents and business owners, and a diverse number of community stakeholders.

Following our assessment, we submitted a Parking Action Plan recommending steps to establish an effective and efficient parking program in the City of Paso Robles. DIXON's recommendations addressed the current, upcoming, and long-term parking challenges and needs of the community. In June 2018, the City adopted the Parking Action Plan, creating the framework for a tailored parking program to address its own parking challenges. In August 2018, City staff began the implementation of near-term solutions to introduce municipal code updates.

Consistent with Council and community direction, DIXON provides the City with ongoing expert support to implement the Parking Action Plan's designated solutions, including but not limited to: updating municipal code ordinances to support parking management strategies; continuing outreach and education efforts with residents, merchants, employees, and visitors; establishing dedicated employee parking locations; initiating a virtual Employee Parking Permit (EPP) pilot program with the use of LPR for enforcement; implementing a pilot special event paid parking program; implementing a citation and permit management system; and, allocating enforcement resources to manage access, traffic flow, and safety for event parking.

The City acknowledges DIXON's demonstrated expertise and ability to aid the City with implementing the foundational building blocks for a reliable, modular, and flexible downtown parking program capable of growing with the City's changing needs. DIXON's expedited project timeline represents its capacity and skill to perform crucial services in a timely manner.

Since the launch of the City's paid parking program in August 2019, on-street parking occupancy has improved and many of the downtown business owners have reached out to the City to thank them. Some community members have even requested that paid parking be expanded into the evening and weekends. Between February and October 2019, following the introduction of paid parking, core on-street occupancy has decreased from 87% to 67% and the number of employee permit purchases has increased from 157 to 227.

**Caleb Davis**, Commander, Paso Robles Police Department  
(805) 227-7462, [cdavis@prcity.com](mailto:cdavis@prcity.com)



## Section 5. Financial Capacity

DIXON's latest financial statements, which include the firm's 2018 Balance Sheet and Profit and Loss Statement, are provided in Exhibit I. There are no administrative proceedings, claims, lawsuits, or other exposures pending against DIXON.

## Section 6. Key Personnel

The DIXON approach is a team-based approach. On each project, a project lead is designated as the primary point of contact for day-to-day project details. For this project, we have designated Julie as the project lead (20% time commitment), who will handle community outreach, stakeholder engagement, and City Council presentations. The remaining work will be split among Jennifer (45%), Emily (5%), and Katherine (30%) depending on the particular task. Jennifer will be assigned as the designated point of contact with the City and will share project management duties with Julie. Both Jennifer and Julie are based in San Diego and can provide direct support to the City. Jennifer will handle day-to-day communications and will be responsible for communicating project updates. Emily will support the development of municipal code updates, and Katherine will assist Jennifer with the development of deliverables. Per RFP instructions, we are able to provide permanent staff requiring a minimum of 20 hours and a maximum of 30 hours per week.

### Julie Dixon – Principal



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 29 years of experience in parking and transportation management, Julie built her firm to provide “best in class” municipal parking solutions across a broad spectrum of areas including operations management, technology, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

She has been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement and adjudication processes and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally-recognized *SFpark* program. *SFpark* was the first parking project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, *SFpark* successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the

development of specifications, solicitations, contract negotiations, and technology integration and implementation oversight. Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled as the “Parking Coach.”

B.A. Sociology, UCSB, (213) 716-6933, [julie@dixonresourcesunlimited.com](mailto:julie@dixonresourcesunlimited.com)

### **Emily Kwatinetz – Senior Associate**



Emily Kwatinetz has been with DIXON for three years, managing projects ranging from parking and mobility studies to detailed implementation plans. Through operational audits, data analysis, stakeholder outreach, and the development of strategic recommendations, she has a track record of comprehensive support for a variety of municipalities. Emily was inducted into the National Parking Association’s 40 Under 40 Class of 2018.

Emily has gained extensive experience with DIXON supporting numerous parking and mobility projects during her tenure. For the City of Palo Alto, Emily made recommendations to prepare the City for future growth, including active monitoring, tiered parking rates, transportation demand management (TDM), walkability, car sharing, and employee mobility strategies. As the project lead for the Town of Springdale, Emily developed innovative solutions for the Town’s unique challenges and limitations. Her recommendations addressed shared parking, wayfinding technology, and residential parking impacts. Emily developed individualized implementation plans for Lahaina City and Wailuku City in the County of Maui, she managed an Access and Mobility Study for Council District 4 in the City of Los Angeles, she supported the City of San Leandro with the implementation of a comprehensive parking program, and she managed the near-term implementation steps in the City of Paso Robles.

B.A. Urban Studies and Planning, UCSD, (206) 499-8183, [emily@dixonresourcesunlimited.com](mailto:emily@dixonresourcesunlimited.com)

### **Jennifer Rentz – Associate**



Jennifer Rentz is an Associate Consultant with expertise in leading large-scale projects, technology initiatives, and operations management. With sixteen years’ experience in the parking industry, she brings a wealth of knowledge regarding industry best practice and customer service.

Jennifer is the Project Manager for the City of Tustin, responsible for managing updates to the City’s Preferential Permit Parking Program, and she has also supported the solicitation and procurement process for Laguna Beach’s award-winning Parking Guidance System solution.

Jennifer has supported the Seal Beach project to enhance parking technology and operations. In addition to managing a variety of vendor technology trials, she reviewed the existing municipal

ordinances and provided recommended changes to ensure the ongoing operational needs of the downtown community. Jennifer is currently responsible for developing specifications for the City and County of Denver procurement for on-street paid parking technology and an updated citation and permit management system. The extensive development process has included detailed evaluations of current and future program needs. The solicitation process will likely result in over \$50M vendor agreement(s) and will include DIXON-coordinated demonstration pilots and interview processes. This engagement mandates that the DIXON team must be current and aware of industry direction and vendor developments to ensure that the City is selecting the most optimized partnership to support the future requirements of the community.

B.B.A. Marketing Management, Pace University  
(917) 693-8072, [jennifer@dixonresourcesunlimited.com](mailto:jennifer@dixonresourcesunlimited.com)

### **Katherine Edgerley – Junior Associate**



Katherine joined the DIXON team last year as a Planning Intern while completing her Master of Public Administration at the University of Washington. Her DIXON contributions and experience have been extensive, and she has supported data analysis, municipal code updates, and project research for a variety of projects. For the City of Paso Robles, Katherine provided detailed monthly data analysis including occupancy and turnover rates throughout downtown on-street and off-street parking areas. The analysis has allowed the City to make compelling and data-driven decisions to support the implementation of paid parking. Katherine’s direct support has included updating municipal code ordinances to support parking management strategies, continuing outreach and education efforts with residents, merchants, employees, and visitors, and establishing dedicated employee parking locations. She is currently assisting with the near-term implementation an employee virtual permit parking pilot program, a public outreach and marketing campaign, signage, and an integrated permit and citation management system. Katherine developed and outlined the complete restructuring plan for the municipal codes for National City and is currently managing a comprehensive project in the Town of Truckee to evaluate parking operations, strategies, and practices in the Town’s Downtown Parking District.

Master of Public Administration, University of Washington  
(714) 458-7218, [katherine@dixonresourcesunlimited.com](mailto:katherine@dixonresourcesunlimited.com)

## **Section 7. Cost Proposal**

Pricing information for the Project, including DIXON’s labor rates, are provided in Exhibit J.

## **Section 8. Disclosures**

Per RFP requirements, DIXON does not have any business and/or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

## **Exhibit A**

Vendor Application Form  
(Attached to Cover Letter)

## **Exhibit B**

Signed Addendum #1



**ADDENDUM NO. 1**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**Citywide Parking Study – Consulting Services**  
**RFP No. 20-05**



**CITY MANAGER'S OFFICE**  
**CITY OF COSTA MESA**

**Addendum Released on November 14, 2019**

**The referenced document has been modified as per the attached Addendum No. 1 for a revised schedule of events, a revised fee schedule, and to include Attachment B.**

**Please sign this Addendum where designated and include in the proposal. This addendum is hereby made part of the referenced RFP as through fully set forth therein.**

**Any questions regarding this addendum should be addressed to  
Jackqueline Nguyen, email [jackqueline.nguyen@costamesaca.gov](mailto:jackqueline.nguyen@costamesaca.gov).**

## REVISED SCHEDULE OF EVENTS

The following is a revised schedule to extend the due date for:

- Proposals are Due
- Interviews (if held)
- Approval of Contract

<u>Schedule of Events</u>	<u>Date/Time</u>
Release of RFP	November 1, 2019
Deadline for Written Questions	November 12, 2019 at 10:00 a.m.
Responses to Questions Posted on Web	November 14, 2019
Proposals are Due	December 3, 2019 at 10:00 a.m. <del>November 19, 2019 at 10:00 a.m.</del>
Interviews (if held)	January 6-7, 2020 <del>December 4, 2019</del>
Approval of Contract	January 21, 2020 <del>January 8, 2020</del>

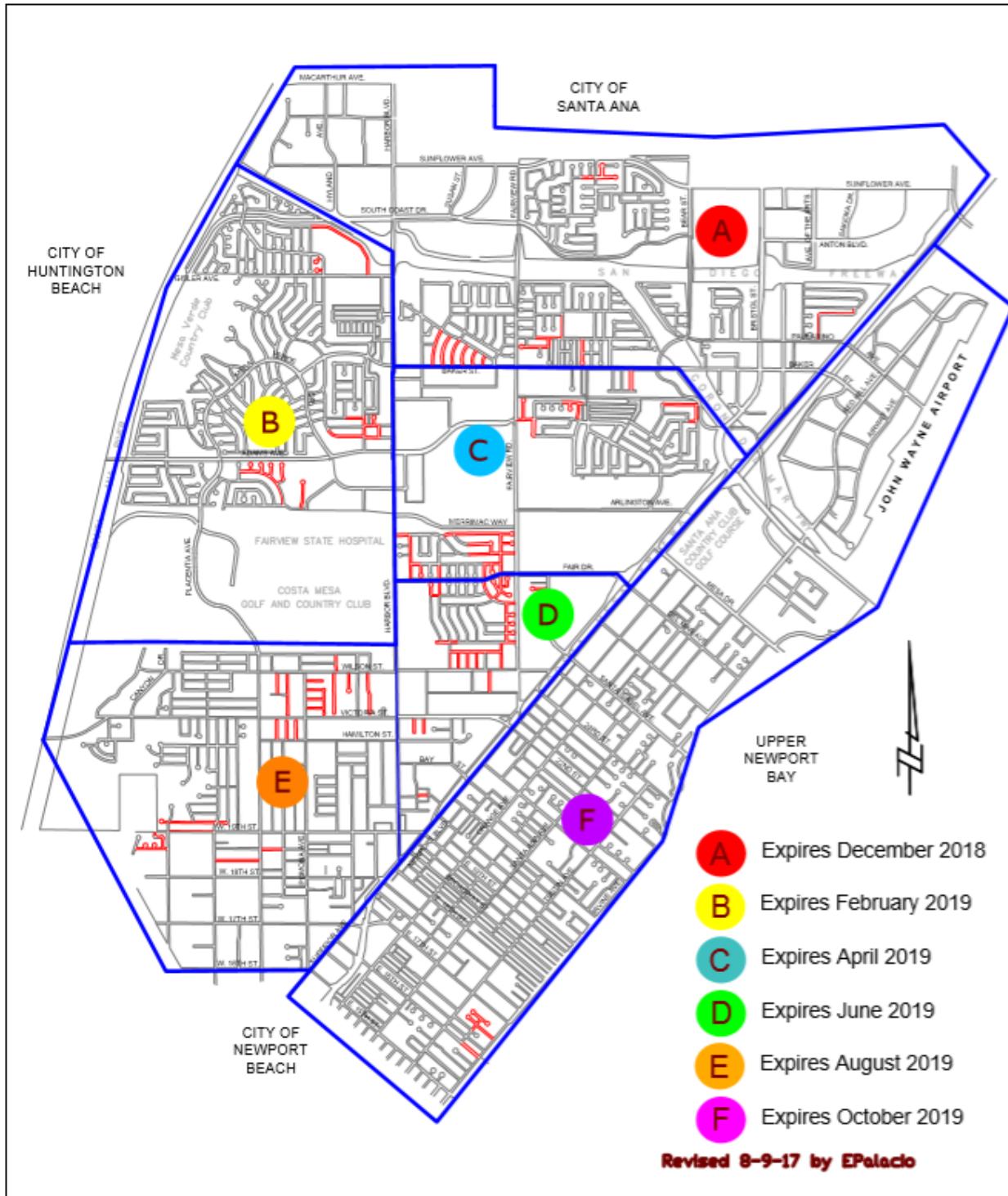
\*\*All dates are subject to change at the discretion of the City.

**REVISED FEE SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Lump Sum Price</b>
A.	STAKEHOLDER INPUT	
B.	PARKING ANALYSIS OF EXISTING AND FUTURE PARKING CONDITIONS	
C.	PARKING MANAGEMENT STRATEGIES	
D.	IMPLEMENTATION PLAN	
<b>TOTAL</b>		



# ATTACHMENT B



LINK: <https://www.costamesaca.gov/Home/ShowDocument?id=27495>

*All other provisions of the request for proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum.  
Complete and submit this Addendum with your proposal.*



\_\_\_\_\_  
Signature

12/2/19

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Dixon, President  
Typed Name and Title

\_\_\_\_\_  
Dixon Resources Unlimited  
Company Name

\_\_\_\_\_  
3639 Midway Drive, Suite B345  
Address

San Diego, CA 92110

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

## **Exhibit C**

Signed Addendum #2



**ADDENDUM NO. 2**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**Citywide Parking Study – Consulting Services**  
**RFP No. 20-05**



**CITY MANAGER'S OFFICE**  
**CITY OF COSTA MESA**

**Addendum Released on November 26, 2019**

**The referenced document has been modified as per the attached Addendum No. 2**

**Please sign this Addendum where designated and include in the proposal. This addendum is hereby made part of the referenced RFP as through fully set forth therein.**


**Any questions regarding this addendum should be addressed to  
Jackqueline Nguyen, email [jackqueline.nguyen@costamesaca.gov](mailto:jackqueline.nguyen@costamesaca.gov).**

**The Citywide Parking Study overview has been revised as follows:**

The City of Costa Mesa (hereinafter referred to as the “City”) is issuing this RFP for a comprehensive study of residential permit parking. The study will include a full review of existing conditions, past parking discussions and policies, outreach to stakeholders, data collection and analysis, and suggested strategies for managing parking in the future. The awarded Consultant, (hereinafter referred to as “Consultant”) shall be in accordance with the Sample Professional Service Agreement, **Appendix A** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for 1 year with a 1-year renewal option. *The budget range for this project is approximately \$100,000 to \$200,000.*

*All other provisions of the request for proposal shall remain in their entirety.*

*Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.*

  
\_\_\_\_\_  
Signature

12/2/19  
Date

Julie Dixon, President  
Typed Name and Title

Dixon Resources Unlimited  
Company Name

3639 Midway Drive, Suite B345  
Address

San Diego, CA 92110  
City State Zip

## **Exhibit D**

Ex Parte Communications Certification

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning **RFP No. 20-05 CITYWIDE PARKING STUDY – CONSULTING SERVICES** at any time after **November 1, 2019**.



Date: 12/2/19

\_\_\_\_\_  
**Signature**

Julie Dixon

\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer’s representatives have communicated after **November 1, 2019** with a City Councilmember concerning **RFP No. 20-05 Citywide Parking Study – Consulting services** . A copy of all such communications is attached to this form for public distribution.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print**



## **Exhibit E**

Disclosure of Government Positions

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

**None.** No owner or employee of Dixon Resources Unlimited currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

## **Exhibit F**

### Disqualifications Questionnaire

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

## **Exhibit G**

Company Profile & References

## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: Dixon Resources Unlimited

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: None.

Business Address: 3639 Midway Drive, Ste. B345, San Diego CA 92110

Website Address: https://dixonresourcesunlimited.com/

Telephone Number: (213) 716-6933 Facsimile Number: (619) 221-8006

Email Address: julie@dixonresourcesunlimited.com

Length of time the firm has been in business: 7 years Length of time at current location: 7 years

Is your firm a sole proprietorship doing business under a different name:      Yes   X   No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated:   X   Yes      No If yes, State of Incorporation: California

Federal Taxpayer ID Number:

46-1496430

Regular business hours: 8AM - 5PM

Regular holidays and hours when business is closed:

All federal holidays and December 24th, with the exception of Columbus Day.

Contact person in reference to this solicitation:

Julie Dixon

Telephone Number: (213) 716-6933 Facsimile Number: (619) 221-8006

Email Address: julie@dixonresourcesunlimited.com

Contact person for accounts payable:

Ananda Aleman

Telephone Number: (352) 262-0187 Facsimile Number: (619) 221-8006

Email Address: ananda@dixonresourcesunlimited.com

Name of Project Manager: Jennifer Rentz

Telephone Number: (917) 693-8072 Facsimile Number: (619) 221-8006

Email Address: jennifer@dixonresourcesunlimited.com

**COMPANY PROFILE & REFERENCES****(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of San Leandro Telephone Number: (510) 577-3323

Contact Name: Mariana Garcia Contract Amount: \$269,000

Email: MGarcia@sanleandro.org

Address: 835 East 14th Street, San Leandro, CA 94577

Brief Contract Description: Parking Management Services

Company Name: City of Newport Beach Telephone Number: (949) 644-3153

Contact Name: Evelyn Tseng Contract Amount: \$75,000

Address: 100 Civic Center Dr, Newport Beach, CA 92660

Email: etseng@newportbeachca.gov

Brief Contract Description: Comprehensive Consulting Services

Company Name: City of Anaheim Telephone Number: (714) 765-4526

Contact Name: Quang Le Contract Amount: \$30,000

Email: ql@anaheim.net

Address: 200 South Anaheim Blvd, Suite 276, Anaheim, CA 92805

Brief Contract Description: Consultant Services for Permit Management System

Company Name: City of Paso Robles Telephone Number: (805) 227-7462

Contact Name: Caleb Davis, Commander Contract Amount: \$224,000

Address: 900 Park Street, Paso Robles, CA 93446

Email: cdavis@prcity.com

Brief Contract Description: Parking Management Services

Company Name: City of Seal Beach Telephone Number: (562) 799-4100 Ext. 1117

Contact Name: Steve Bowles, Commander Contract Amount: \$250,000

Email: 211 8th Street, Seal Beach, CA 90740

Address: sbowles@sealbeachca.gov

Brief Contract Description: Parking Consulting & Project Management

## **Exhibit H**

Bidder/Applicant/Contractor

Campaign Contribution





## **Exhibit I**

Financial Statements

**(Proprietary)**

# Dixon Resources Unlimited

## PROFIT AND LOSS

January - December 2018

	TOTAL
Income	
Billable Expense Income	70,642.86
Consulting Income	1,616,880.89
Sales of Software Income	86,400.00
Unapplied Cash Payment Income	8.96
<b>Total Income</b>	<b>\$1,773,932.71</b>
Cost of Goods Sold	
Sales of Software -COGS	63,225.00
<b>Total Cost of Goods Sold</b>	<b>\$63,225.00</b>
<b>GROSS PROFIT</b>	<b>\$1,710,707.71</b>
Expenses	
Advertising and Promotion	12,493.40
Events	56,859.66
<b>Total Advertising and Promotion</b>	<b>69,353.06</b>
Amortization Expense	3,333.00
Auto	
Vehicle Expense	2,155.97
<b>Total Auto</b>	<b>2,155.97</b>
Bank Service Charges	30.24
Business Licenses and Permits	4,801.35
Charitable Contributions	25,145.69
Computer and Internet Expenses	11,349.23
Continuing Education	644.00
Dues and Subscriptions	1,385.20
Insurance Expense	2,312.72
Auto Insurance	1,964.76
General Liability Insurance	9,138.84
Medical	13,556.26
Officer Medical	8,130.60
<b>Total Insurance Expense</b>	<b>35,103.18</b>
Interest Expense	10.22
Meals and Entertainment	8,120.44
Meals - Group (2+)	8,417.67
<b>Total Meals and Entertainment</b>	<b>16,538.11</b>
Memberships & Subscriptions	3,055.00
Miscellaneous	0.00
Office Equipment	6,586.71
Office Supplies	4,353.78
Payroll Expenses	
401k Expense	109,639.88
401k Management Expense	8,001.67
Officers Salary	756,934.10
Payroll Tax	56,076.17

	TOTAL
<b>Total Payroll Expenses</b>	<b>930,651.82</b>
Postage and Delivery	1,844.76
Printing	776.76
Professional Fees	
Accounting Fees	21,018.53
Legal Fees	2,318.00
Other Services	2,369.22
Subcontractors	126,537.14
<b>Total Professional Fees</b>	<b>152,242.89</b>
Rent Expense	8,942.00
Repairs and Maintenance	361.98
Software Development Cost	5,000.00
Tax Expense	6,923.52
Telephone Expense	14,754.26
Trade Conferences	8,809.00
Travel Expense	
Mileage	3,669.11
Parking	1,754.27
Travel - Air	95,556.59
Travel - Fuel / Rental Car	17,985.82
Travel - Hotel	92,016.79
Travel - Meals	31,585.07
Travel - Other	20,260.96
<b>Total Travel Expense</b>	<b>262,828.61</b>
Utilities	2,506.53
Vehicle Lease	10,190.28
<b>Total Expenses</b>	<b>\$1,589,677.15</b>
NET OPERATING INCOME	<b>\$121,030.56</b>
NET INCOME	<b>\$121,030.56</b>

# Dixon Resources Unlimited

## BALANCE SHEET

As of December 31, 2018

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Business Platinum Checking	57,250.00
Dixon Resources Unlimited	192,195.31
DRU Savings	80.00
Julie Dixon Personal	0.00
Petty Cash	0.00
<b>Total Bank Accounts</b>	<b>\$249,525.31</b>
Other Current Assets	
401k Forfeiture Account	0.00
Software	0.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$249,525.31</b>
Fixed Assets	
Accrued Lease Down Payment	10,000.00
Accumulated Amortization	-4,444.00
<b>Total Fixed Assets</b>	<b>\$5,556.00</b>
<b>TOTAL ASSETS</b>	<b>\$255,081.31</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
American Express	4,028.06
Amex - Reserve	17,533.78
Bank of America Mastercard	27.75
BoA Bus Card	14,702.19
Hyatt Chase	269.12
Southwest Airlines	1,385.72
<b>Total Credit Cards</b>	<b>\$37,946.62</b>
Other Current Liabilities	
California Sales Tax Payable	0.00
Payroll Clearing	0.00
Payroll Liabilities	0.00
Pension Payable	108,478.82
Retirement (401k Plan) Payable	1,890.62
Shareholder Loan Payable	0.00
Vacation Payable	10,575.23
<b>Total Other Current Liabilities</b>	<b>\$120,944.67</b>
<b>Total Current Liabilities</b>	<b>\$158,891.29</b>
<b>Total Liabilities</b>	<b>\$158,891.29</b>

	TOTAL
Equity	
Capital Stock	1,000.00
Retained Earnings	41,801.89
Shareholder Distributions	-67,642.43
Shareholder Contributions	0.00
<b>Total Shareholder Distributions</b>	<b>-67,642.43</b>
Net Income	121,030.56
<b>Total Equity</b>	<b>\$96,190.02</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$255,081.31</b>

## **Exhibit J**

Fee Schedule

**REVISED FEE SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Lump Sum Price</b>
A.	STAKEHOLDER INPUT	\$25,200
B.	PARKING ANALYSIS OF EXISTING AND FUTURE PARKING CONDITIONS	\$62,000
C.	PARKING MANAGEMENT STRATEGIES	\$26,300
D.	IMPLEMENTATION PLAN	\$18,500
<b>TOTAL</b>		<b>\$132,000</b>



## Fee Schedule – Labor Rates

This fee proposal is based upon a Time & Materials (T&M) approach to ensure that the project is managed in the most cost-effective and efficient manner. Each task in the Fee Schedule (Exhibit J) is listed with a lump amount, and we will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the project is completed within the agreed upon budget and timing. The budget amounts include all required travel or related expenses. Our terms are negotiable and can be customized based upon the City’s priorities.

The DIXON bill rate schedule for each job classification is provided below:

Classification	Labor Rate Per Hour
Principal Consultant	\$225/hour
Senior Associate	\$175/hour
Associate	\$145/hour
Junior Associate	\$105/hour

**EXHIBIT C**

**CITY COUNCIL POLICY 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

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It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.