



City of Palo Alto

City Council Staff Report

17

(ID # 9225)

Report Type: Consent Calendar

Meeting Date: 6/25/2018

Summary Title: Dixon Resources Contract for Parking Support

Title: Approval of Contract Number C18172676 With Dixon Resources Unlimited for a Total Not-To-Exceed Amount of \$285,126 for Support of the City's Parking Programs for a One-Year Term, and Exemption of the Contract From Competitive Solicitation Requirements

From: City Manager

Lead Department: Transportation

Recommendation

Staff recommends that the Council:

1. Exempt Contract C18172676 (Attachment A) described below from the competitive solicitation requirements of the Palo Alto Municipal Code, and
2. Authorize the City Manager to execute Contract C18172676 with Dixon Resources Unlimited for a one-year term in an amount not to exceed \$285,126 for consultant services and support for the City's various parking programs, including implementation of a new comprehensive parking permit and citation system and installation of automatic parking guidance system and security cameras in downtown garages.

Background & Discussion

The City has dramatically expanded its parking program over the last several years and currently lacks technical expertise to support several of the ongoing initiatives and projects. The Dixon contract will help address this deficiency and the advisory services provided to staff by the contractor will ensure that the City's parking programs continue to advance without substantial delays.

Over the last three years, the Council has embraced strategies to address traffic and parking concerns by: (1) better managing existing parking supplies; (2) encouraging a shift away from single occupant vehicles; and (3) increasing the parking supply in selected locations. To improve management of existing parking supplies, the City has dramatically expanded its parking

programs over this period to include three new Residential Preferential Parking (RPP) districts, entailing a new on-line permit system and a new contract for parking enforcement. Parameters of these RPP programs have been adjusted by the Council on an annual or semi-annual basis, and the Council has also directed staff to proceed with projects aimed at improving parking utilization including: (1) improved on-line permitting for all parking programs; (2) implementing parking “wayfinding” (i.e. signs) downtown, and (3) installing automated parking guidance systems (APGS) in downtown garages.

All of these initiatives (RPP programs and approved projects) are currently underway, and, at the same time, Office of Transportation does not currently have staff with the technical expertise to efficiently advance several of the projects. As a result, the Office has negotiated a one-year contract with Dixon Resources Unlimited to support the ongoing parking initiatives, and is seeking the Council’s approval.

The proposed contract was negotiated directly with Dixon without engaging in a competitive solicitation process. Under the Palo Alto Municipal Code (PAMC), professional services contracts exceeding \$85,000 must be solicited by a formal request for proposal (RFP) process, unless exempt from the competitive solicitation requirement under another provision of the code or by the City Council. (PAMC section 2.30.330.) Staff recommends that the Council approve this exemption to keep the parking initiatives underway moving forward and avoid delays to the implementation of the comprehensive parking permit and citation system, automated parking guidance system, and the downtown parking wayfinding signage project.

In 2016, Dixon Resources Unlimited was identified as the most qualified firm among four proposers through a formal Request for Proposals (RFP) process to complete the Downtown Parking Management Study and was awarded the contract. Dixon prepared the study which was presented to Council. Subsequently, Dixon Resources Unlimited was awarded a contract to assist the City with the development of an RFP for a new comprehensive parking permit and citation system, which was identified as a priority recommendation by the Downtown Parking Management Study and the Council. While additional work related to the other recommendations from the study is required, the firm’s previous work products were well respected and Dixon Resources Unlimited developed a thorough understanding of the City’s parking programs in the course of their work. This understanding makes Dixon Resources Unlimited, supplemented by former SFMTA parking manager Jay Primus, well suited to assist City Staff with the following tasks on an expedited schedule to implement the City’s critical parking initiatives:

- (1) Advise Staff on the selection of a vendor and implementation/roll-out of a customer-service-focused on-line comprehensive parking permit and citation system for use by

the public and City staff¹

- (2) Advise Staff on the selection of a contractor and installation of an automated parking guidance system in downtown garages¹
- (3) Collaboratively develop operational policies and procedures related to the comprehensive parking permit and citation system, automated parking guidance system, and associated security cameras in downtown garages
- (4) Develop plans and specifications to add necessary electrical components to the downtown parking wayfinding signage project currently under construction as part of the Upgrade Downtown project
- (5) Advisory services for ongoing parking programs for a limited time period

Undertaking a formal RFP process for these services would likely result in additional months of delays to the implementation of these projects, including the comprehensive parking permit and citation system, automated parking guidance system, and the downtown parking wayfinding signage project, and is unlikely to result in the identification of a more qualified firm.

Policy Implications

This contract is consistent with the City's three-pronged approach to reduce traffic and parking demand, better manage existing parking, and enhance the parking supply where needed. In addition, existing Comprehensive Plan policies also support the work:

- **Policy T-5.2:** Continue to implement a comprehensive program of parking supply and demand management strategies citywide to optimize the use of existing parking spaces.
- **Program T5.2.1:** Use technology to help identify parking availability and make it easy to pay any parking fees.
- **Program T5.2.2:** Study and implement pricing strategies for public parking in commercial districts, taking into consideration both employee parking demand and the needs of retailers and customers. Use pricing to encourage short term parking on street, long term parking in parking garages and the use of alternative modes of transportation.
- **Program T5.2.3:** Implement council-adopted recommendations from the parking management study for the Downtown area, which address the feasibility of removing color-coded parking zones, and dynamic pricing and management policies to prioritize short-term parking spaces closest to the commercial core for customers, garage parking

¹ The contracts for purchase/implementation of the comprehensive parking permit and citation system, automated parking guidance system, and security cameras will be subject to Council approval following a separate procurement process.

for employees and neighborhood parking for residents.

Resource Impact

The FY 2019 Budget, to be considered for adoption by the City Council on June 18, 2018 includes funding for this contract. Services will be provided to various parking districts in Palo Alto, therefore, the costs are proportionally split between the University Avenue Parking Permit Fund, California Avenue Parking Permit Fund, and Residential Preferential Parking (RPP) Program Funds.

Timeline

The contract will allow Dixon Resources Unlimited to begin work in July 2018. This is a one-year contract.

Environmental Review

The proposed contract would provide consultant support to staff and does not constitute a “project” requiring review under the California Environmental Quality Act (CEQA).

Attachments:

Attachment A: C18172676 Dixon Contract (PDF)

**CITY OF PALO ALTO CONTRACT NO. C18172676
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
DIXON RESOURCES UNLIMITED FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 1st day of July, 2018, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and DIXON RESOURCES UNLIMITED, a California corporation, located at 3639 Midway Drive, Suite B345, San Diego, California 92110 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide support for the Transportation Division of Planning & Community Environment Department (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through June 30, 2019, unless terminated earlier pursuant to Section 19 or Section 25 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably

prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Two Hundred Eighty Five Thousand One Hundred Twenty Six Dollars (\$285,126.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

Jay Primus
Independent Consultant

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Julie Dixon as the Principal Consultant to have supervisory responsibility for the performance, progress, and execution of the Services and Jay Primus as the project manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Joshua Mello, Planning & Community Environment Department, Transportation Division, 250 Hamilton Avenue, Palo Alto, CA 94303, telephone: (650) 329-2520. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss

caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed

by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such

action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9. If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

CONTRACT No. C18172676 SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

CONSULTANT

DocuSigned by:

2A27D58339BB4F3...
Julianne Dixon

President

APPROVED AS TO FORM:

Attachments:

EXHIBIT "A": SCOPE OF SERVICES
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "C-1": SCHEDULE OF RATES
EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

Task 1: Comprehensive Permit and Citation Management System

- A. Provide advice to City regarding RFP proposals
 1. Conduct initial review of proposals and provide guidance on any perceived “red flags” or need for additional information
 2. Organize and facilitate demonstrations of proposers’ systems (both for RFP review team and customer panel); includes development of scripts and questions for proposers
 3. Organize and facilitate site visits to see proposers’ systems in operation (both to review team and customer panel)
- B. Investigate integration opportunities with City’s new ERP system
- C. Assist with contracting and contract award council staff report preparation
- D. Establish phased system roll-out schedule in coordination with the following City departments – Administrative Services Department (ASD), IT, Transportation, and Police Department (PD) -- and the City Manager’s Office (CMO)
- E. Facilitate system development with ASD, IT, Transportation, PD, and CMO
- F. Manage system testing
- G. Manage system roll-out and troubleshooting

Deliverables:

- Meeting agendas and notes
- Written summary of initial proposal review
- Draft and final scripts and questions for proposer demonstrations
- Phase roll-out plan with documented concurrence from ASD, IT, Transportation, PD, and CMO
- Written documentation regarding testing results and requested modifications to system
- Project close-out report

Task 2: Automated Parking Guidance System (APGS) and Security Camera Conduit

- A. Generate revised cost estimate that includes total capital costs (APGS and security cameras) and operations and maintenance costs over the useful life of the system
 1. Contact other agencies with APGS and security cameras to obtain information on ongoing operating and maintenance costs, as well as required staffing
 2. Schedule and conduct interviews with other cities
 3. Participate in development of APGS and security system concept of operations; help to ensure participation of CMO and City departments - IT, Office of Emergency Service (OES), Transportation, PD, Public Works Department (PW), and Utilities
 4. Review options for warranty provided maintenance
 5. Develop summary presentation about how system will operate and what resources will be required (to facilitate communication with stakeholders)

- B. Finalize system design in coordination with IT, OES, Transportation, PD, PW, Utilities, and CMO (design is currently at 95%)
- C. Incorporate security camera conduit into system design for APGS in consultation with IT, Transportation, PD, PW, Utilities, and CMO
- D. Assemble bid package with performance criteria that encourage innovative technology and phasing
- E. Assist with contracting and contract award council staff report preparation
- F. Establish system roll-out schedule in coordination with IT, OES, Transportation, PD, PW, Utilities and CMO
- G. Respond to RFIs during construction and facilitate any required design changes in coordination with City's project engineer
- H. Manage system testing
- I. Manage system roll-out and troubleshooting
- J. Coordinate design and installation of compatible APGS and security camera conduit into new parking garages located downtown and in the California Avenue business district

Deliverables:

- Meeting agendas and notes
- Written report detailing revised cost estimate that includes total capital costs (APGS and security cameras) and operations and maintenance costs
- Presentation detailing revised cost estimate that includes total capital costs (APGS and security cameras) and operations and maintenance costs
- Bid package with performance criteria allowing for innovation
- Phase roll-out plan with documented concurrence from IT, OES, PD, PW, and Utilities
- Written documentation regarding testing results and requested modifications to system
- Project close-out report

Task 3: Interdepartmental Memos and Policies (Supported by Jay Primus)

- A. Develop Comprehensive Permit and Citation Management System internal memo of agreement with ASD, IT, Transportation, and PD; outlines each department's responsibilities in regard to system after roll-out
- B. Develop all policies required to support ongoing operation of Comprehensive Permit and Citation Management System in consultation with ASD, IT, Transportation, PD, and CMO; especially in regard to making the various parking programs more uniform in nature (i.e. income verification and document retention policy, business classification verification policy, uniform wait list policy, uniform refund policy, etc.)
- C. Develop APGS and security camera operations and maintenance plan and internal memo of agreement with IT, OES, Transportation, PD, PW, Utilities, and CMO
- D. Develop all policies required to support ongoing operation of the Automated Parking Guidance System and security cameras in consultation with IT, OES, Transportation, PD, PW, Utilities, and CMO (i.e. parking space allocation policy, APGS open data policy, security camera video monitoring policy, security camera video retention policy, etc.)

E. Develop APGS communications plan and user guide for public

Deliverables:

- Meeting agendas and notes
- Executed Comprehensive Permit and Citation Management System internal memo of agreement
- Executed Comprehensive Permit and Citation Management System policies and procedures
- Executed APGS and security camera operations and maintenance plan and internal memo of agreement
- Executed APGS and security cameras policies and procedures
- Draft and final APGS communications plan and user guide

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Milestones	Completion No. of Days/Weeks From NTP
1. Comprehensive Permit and Citation Management System	TBD
2. Automated Parking Guidance System and Security Camera Conduit	TBD
3. Interdepartmental Memos and Polices	TBD

EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

EXHIBIT "C-1"
SCHEDULE OF RATES

Hourly Billing Rate Schedule	
Classification	Labor Rate Per Hour
Associate	\$125
Principal	\$195
Subconsultant Jay Primus	\$240

EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO
AT THE FOLLOWING URL:**

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

Certificate Of Completion

Envelope Id: D5E4F1966E4A49B0A54C6A20A2687C19	Status: Completed
Subject: Please DocuSign: C18172676 Dixon Contract.docx	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

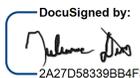
Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
6/13/2018 10:12:29 AM	chris.anastole@cityofpaloalto.org	

Signer Events

Julianne Dixon
 julie@dixonresourcesunlimited.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 2A27D58339BB4F3...
 Using IP Address: 70.179.20.248

Timestamp

Sent: 6/13/2018 10:18:57 AM
 Viewed: 6/13/2018 10:16:22 PM
 Signed: 6/14/2018 9:11:02 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Madina Klicheva
 Madina.Klicheva@CityofPaloAlto.org
 Administrative Associate II
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/14/2018 9:11:02 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sherry Nikzat
 Sherry.Nikzat@CityofPaloAlto.org
 Sr. Management Analyst
 City of Palo Alto
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/14/2018 9:11:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Yolanda Cervantes Yolanda.Cervantes@CityofPaloAlto.org Administrative Assistant City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/14/2018 9:11:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2018 9:11:03 AM
Certified Delivered	Security Checked	6/14/2018 9:11:03 AM
Signing Complete	Security Checked	6/14/2018 9:11:03 AM
Completed	Security Checked	6/14/2018 9:11:03 AM

Payment Events	Status	Timestamps
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