



# City of Palo Alto

## City Council Staff Report

(ID # 11303)

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**Report Type: Consent Calendar**

**Meeting Date: 6/15/2020**

**Council Priority: Transportation and Traffic**

**Summary Title: Approve Contract Amendment for Dixon Resources to Extend Term**

**Title: Approval of Amendment Number 3 to Contract Number C18172676 With Dixon Resources to Extend the Term to June 2021 With no Additional Costs for Downtown Parking Study**

**From: City Manager**

**Lead Department: Planning and Development Services**

### **Recommendation:**

Staff recommends that Council adopt Amendment number three to Contract Number C18172676 with Dixon Resources to Extend the Term to June 2021 with No Additional Costs.

### **Background:**

In 2016 and 2017, Dixon Resources prepared detailed plans to implement paid parking after an extensive internal and public process. This was considered by the Planning and Transportation Commission (PTC) but did not move beyond PTC discussions at that time.

The original contract is available online at:

<https://www.cityofpaloalto.org/civicax/filebank/documents/65672>.

On May 13, 2019, the City Council accepted a report about the Residential Preferential Parking (RPP) Program from the Municipal Resource Group (MRG). The report contained 35 recommendations for the City to consider. Recommendation #2 stated that the City should do the following:

*Recommendation 2: Conduct Downtown Parking Operational Study – A contract (amendment) should be approved that provides the information and specific steps needed to move the City forward from a parking program built around a rigid system of pre-paid permits to a program built around the dynamic monitoring of usage and the*

*application of pricing. It would also provide a roadmap to build community support for this effort. This contract is expected to be presented to the City Council in FY 2018-19.*

Based on MRG's guidance, the Office of Transportation needed to fill two senior positions before executing tasks to improve the City's parking programs. Shortly after, the Chief Transportation Official position was filled early Summer 2019 and a new Parking Manager was hired in Spring 2020.

The prolonged recruitment process led to significant deliverable delays on Dixon's scope of work. This current report brings forward a contract amendment to advance the recommendations outlined in the agreement.

### **Discussion:**

Through this contract amendment, the Downtown Parking Action Plan ("Action Plan") is intended to outline the recommended short, mid, and long-term implementation steps to establish an effective and efficient parking program in Palo Alto. This will be an easy to follow, step-by-step guide for the City. The recommendations will take into consideration stakeholder feedback, budget and costs, past data analysis, industry best practices, and the City's overall goals and objectives. Each recommendation will be organized by phase into the plan with a list of detailed implementation steps. Any required follow up actions will also be highlighted in the Action Plan. The recommendations will address the current, upcoming and long-term challenges and needs of Palo Alto. Many of the recommendations will have an immediate impact on parking management and will establish the basis for future improvements.

The contract amendment aligns with the RPP parking recommendations from the MRG report.

### **Resource Impact:**

City Council approved funding for this contract as part of the FY 2019 Adopted Budget on June 18, 2018 and no additional funds are needed. 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. The amendment will extend the terms of the contract without changes to the contract scope or contract amount.

### **Environmental Review:**

The proposed actions are not a project under the California Environmental Quality Act (CEQA).

### **Attachments:**

**Attachment A: C18172676 Dixon contract Amendment 3 (PDF)**

**AMENDMENT NO. 3 TO CONTRACT NO. C18172676  
BETWEEN THE CITY OF PALO ALTO AND  
DIXON RESOURCES UNLIMITED**

This Amendment No. 3 (this "Amendment") to Contract No. C18172676 (the "Contract" as defined below) is entered into as of \_\_\_\_\_, 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 ("CONSULRANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of support services for the Office of Transportation, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term by twelve months, from the original contract end date of June 30, 2020 through June 30, 2021, for the continued provision of services described in Exhibit A to the Contract, with no change to the maximum compensation payable under the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

a. **Contract.** The term "Contract" shall mean Contract No. C18172676 between CONSULTANT and CITY, dated July 1, 2018, as amended by:

Amendment No.1, dated March 25, 2019  
Amendment No.2, dated October 28, 2019

b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 2. "TERM" of the Contract is hereby amended to read as follows:

**"SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through June 30, 2021, unless terminated earlier pursuant to Section 19 or Section 25 of this Agreement."

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

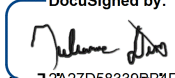

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

**DIXON RESOURCES UNLIMITED**

City Manager

DocuSigned by:  
  
By:   
Name: Julianne Dixon  
Title: President

APPROVED AS TO FORM:

City Attorney or designee

**Attachments:**

EXHIBIT "C": COMPENSATION, AMENDED

**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.

Budget Breakdown – Total Contract Compensation

Contract Year	Dates	Funds Encumbered	Funds Spent	Funds Remaining
1	7/1/2018 to 6/30/2019	\$285,126.00	\$84,983.02	\$200,142.98
2 to date	7/1/2019 to 4/28/2020	\$0.00	\$19,180.45	\$180,962.53
3	4/29/20 to 6/30/2021	No additional funds	TBD	TBD
	<b>Total</b>	<b>\$285,126.00</b>	<b>\$194,163.47</b>	\$180,962.53

### Certificate Of Completion

Envelope Id: CF4456E5BF1F47A3AAD9CA3EED26A1D1	Status: Completed
Subject: Please DocuSign: Amendment #3 C18172676 - legal reviewed.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 199.33.32.254

### Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
5/7/2020 11:52:39 AM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

### Signer Events

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

### Signature

DocuSigned by:  
  
 2A27D5839BB4F3...  
 Signature Adoption: Drawn on Device  
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**Electronic Record and Signature Disclosure:**  
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### 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

Mark Hur  
 mark.hur@cityofpaloalto.org  
 Parking Operations Lead  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Sent: 5/7/2020 12:01:00 PM

Elizabeth Egli  
 elizabeth.egli@cityofpaloalto.org  
 Management Analyst  
 City of Palo Alto  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Carbon Copy Events	Status	Timestamp
Sarah Wilson Sarah.Wilson@CityofPaloAlto.org City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/7/2020 12:01:02 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/7/2020 12:01:02 PM
Signing Complete	Security Checked	5/7/2020 12:01:02 PM
Completed	Security Checked	5/7/2020 12:01:02 PM

Payment Events	Status	Timestamps
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