

AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Consultant Services is dated for identification on this 5th Day of August 2025, and amends that certain Agreement for Consultant Services dated March 5, 2024, made by and between the Town of Los Gatos, ("Town,") and the DIXON Resources Unlimited ("Consultant") identified as an S Corporation and whose address is 1519 E Chapman Ave #200 Fullerton, CA 92831.

I. RECITALS

- A. Town and Consultant entered into Agreement for Consultant Services Agreement on March 4, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit D to this Amendment.
- B. Town desires to amend the Agreement to Town desires to amend the Agreement to provide additional scope of services, extend the term and add to the compensation.

II. AMENDMENT

- A. Section 2.1 Scope of Services is hereby amended to add the services described in the proposals submitted to the Town of Los Gatos incorporated by reference and as shown in Exhibits A, B and C, dated May 27, 2025, July 14, 2025 and July 14, 2025.
- B. Section 2.2 Term and Time of Performance is hereby amended to read: This contract will remain in effect upon execution to June 30, 2028. Consultant shall perform the services described in this agreement as described in Exhibits a during that time. Services described in Exhibits B and C will be completed by March 31, 2026.
- C. Section 2.6 Compensation is hereby replaced and shall read: Compensation for Consultant's professional services described in Exhibit A plus the original agreement amount, shall be paid on a lump sum basis and shall not exceed \$449,679, inclusive of all costs and pending future budget appropriations. Compensation for Consultant's professional services described in Exhibit B and C shall not exceed \$35,618 inclusive of all costs. Total compensation under this agreement therefore shall not exceed \$485,297. Payment shall be based upon Town approval of each invoice.
- D. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos by:

DIXON Resources Unlimited by:

Chris Constantin, Town Manager

Julianne Dixon, President

Recommended by:

Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Attachments:

A - Exhibit A to Attachment 1

B - Exhibit B to Attachment 1

C - Exhibit C to Attachment 1

D - Exhibit D to Attachment 1

Exhibits List

A - Exhibit A to Attachment 1

B - Exhibit B to Attachment 1

C - Exhibit C to Attachment 1

D - Exhibit D to Attachment 1

Exhibit A

Exhibit A to Attachment 1

Proposal – Ongoing Program Management Support Services

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: May 27, 2025
Subject: Proposal for Ongoing Program Management Support Services

Dixon Resources Unlimited (DIXON) is pleased to present this proposal to provide ongoing program management support services to the Town of Los Gatos (Town). Our team is proud to have partnered with the Town on a number of parking initiatives, and we are excited to continue our support. Most recently, we have been working with Town staff to advance the implementation of Downtown Parking Roadmap strategies and Town Council directives. This includes reviewing and enhancing permit parking programs, expanding off-street parking lot time limits to include Saturdays, and installing wayfinding signage downtown. The following scope of work details our proposal to provide ongoing program management support.

Task 1. Program Management Support

DIXON will continue to assist the Town with various parking initiatives as needed. Below is a summary of the services we can provide.

Task 1.1 Project Management & Meetings

Your dedicated DIXON project manager will lead the coordination and execution of all support activities. Throughout the engagement, DIXON and the Town will collaboratively identify key initiatives, define tasks, and establish clear objectives. We will conduct virtual bi-weekly meetings with the Town to track assignments and review progress.

Task 1.2 Support Initiatives

DIXON's support will focus on strategic initiatives that impact municipal parking management, including, but not limited to:

- Optimize the Town's Residential Parking Permit (RPP) program, including recommendations for code, policy, and permit fee adjustments, including low-income rates, temporary visitor passes, and potential discounts for households without off-street parking.
- Update the employee permit program, including recommended policies and permit fees to support cost recovery.

Task 1. Deliverables

- Dedicated Project Manager.
- Virtual bi-weekly project management calls.
- Support the Town's parking program initiatives as outlined in this proposal.
- Monthly reports and bi-weekly meeting notes.
- Includes up to one (1) site visit per month.

- Evaluate, assess, and recommend changes to parking conditions, signage, and wayfinding in the Town's parking areas, including Downtown, Olive, RPP zones, and areas near Los Gatos High School.
- Provide ongoing support for the transition of parking permit management from the Police Department to Parks and Public Works.
- Assist with the design and implementation of parking congestion management strategies and the development of internal tools to measure program performance and effectiveness, including recommendations for collecting parking utilization data.
- Support community engagement, public outreach, and education efforts, and attend Town Council meetings virtually, as needed.
- Support the implementation of paid parking in various locations, including Oak Meadow Park, Downtown, and the Olive Zone, as directed by Town Council, including evaluating and making recommendations related to parking fees, paid parking technology, and mobile payment solutions.
- Develop data-driven parking management recommendations related to current and future parking programs utilizing the results from targeted or ongoing data collection studies, if available.

Task 1.3 Onsite Support

Your DIXON project manager will be on-site once a month throughout the engagement. During site visits, we will engage with stakeholders and representatives to support ongoing initiatives. We will participate in Town Council presentations as required.

Task 1.4 Reporting

DIXON will deliver a monthly report outlining the specific activities completed and results achieved. Additionally, notes and action items from weekly meetings will be shared to ensure accountability.

Cost Proposal

This cost proposal is based on a program management model designed to provide the Town with the direct support needed each month. The proposal presented below is inclusive of all DIXON staff costs and any travel or incidental expenses required. Refer to the table below for pricing by fiscal year.

**Pricing includes a 3% annual increase each fiscal year*

Cost Estimate

Fiscal Year	Description	Cost
Sep '25 - Jun '26	Program Management Support Services	\$8,000 <i>per month</i>
Jul '26 - Jun '27	Program Management Support Services	\$8,240 <i>per month</i>
Jul '27 - Jun '28	Program Management Support Services	\$8,487 <i>per month</i>
Total Year 1		\$80,000
Total Year 2		\$98,880
Total Year 3		\$101,844

Exhibit B

Exhibit B to Attachment 1

Proposal – Parking Data Collection Services

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: July 14, 2025
Subject: Proposal for Parking Data Collection Services

Dixon Resources Unlimited (DIXON) is pleased to present this proposal to provide parking data collection services using our **DIXON Data Suite® Rapid LPR Tool** to the Town of Los Gatos (Town). We are currently working with the Town in developing a comprehensive data collection plan to support several of the Town's parking initiatives.

Accurate, reliable parking data is critical to modern parking programs, and our proven approach ensures high-quality, actionable results. DIXON's Data Team specializes in parking inventory and utilization analysis for municipalities nationwide. To maximize efficiency and cost-effectiveness, we use the DIXON Data Suite® Rapid LPR Tool, integrating mobile license plate recognition (LPR) and drone technology to deliver detailed occupancy and turnover insights.

Proposed Scope of Services

Task 1. Project Setup

As part of our ongoing work with the Town, DIXON has already completed several initial tasks for this project. We have confirmed the Study Area—covering approximately 300 block faces and 19 off-street facilities (see Figure 1)—completed a comprehensive parking inventory, developed data collection routes, and initiated coordination with the Town's LPR provider. Final configuration of the Rapid LPR Tool will occur once data collection begins, enabling the processing and visualization of data gathered under Task 2.

Task 1. Deliverables

- Study Area confirmation (completed)
- Inventory collection and database provided in Excel and GIS formats (completed)
- Data collection route development (completed)
- Rapid LPR Tool setup and configuration



Figure 1. Project Study Area

Task 2. Data Collection

Our team will collaborate with the Town to develop and implement a data collection plan that utilizes vehicle-mounted LPR equipment and drones to capture parking occupancy and turnover data in the Study Area.

Our approach is designed to ensure that comprehensive data is available for this project.

- **DIXON-led LPR Data Collection** - Our team will conduct on-site field data collection using LPR on one (1) weekday and one (1) weekend day, during morning, mid-day, afternoon, and evening times.
- **DIXON Drone Image Collection** - Our team will also perform on-site drone image collection. Drone imagery has proven to be a highly effective tool for illustrating parking conditions, providing a clear visual reference that reinforces the data findings. Our FAA Certified Drone Pilot will be on site to collect images on the same two days and times as the LPR data collection.

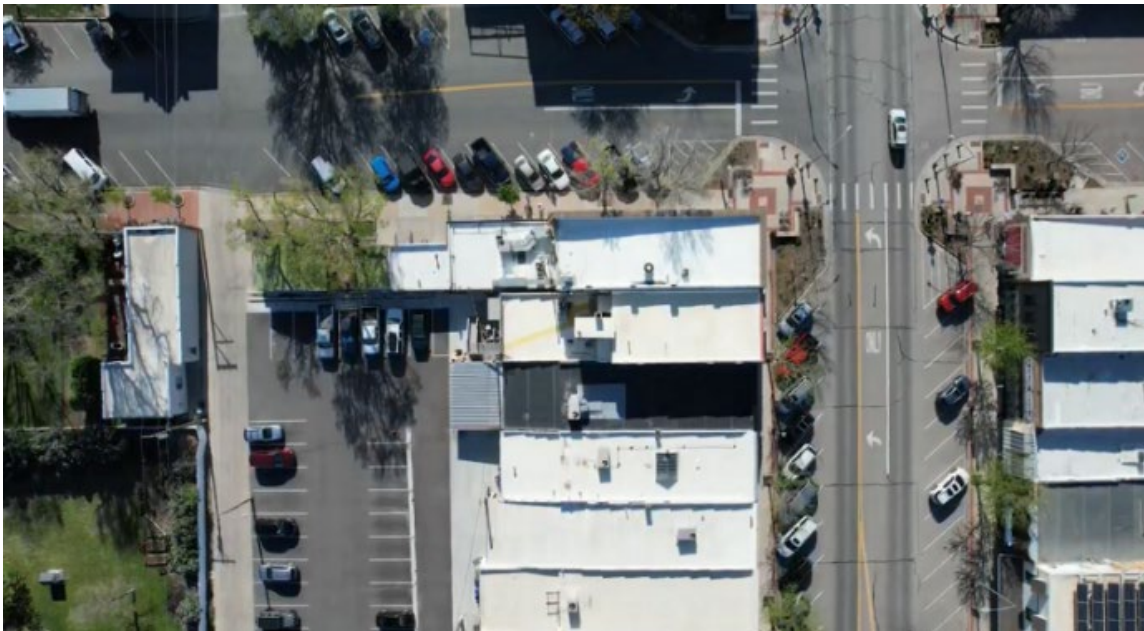


Figure 2. Drone Image of Windsor, Colorado

- **Town LPR Data Integration** - Where feasible, we will also integrate up to one (1) month of LPR data provided by the Town to enhance the final analysis.

Task 2. Deliverables

- Data collection plan
- DIXON-led LPR data collection
- DIXON drone image collection
- Town LPR data integration, up to one (1) month of LPR data provided by the Town

Task 3. Data Analysis and Web Dashboard

The mobile LPR data collected within the defined Study Area will be uploaded and visualized within our reporting and analytics platform, the *DIXON Data Suite®*, as shown in Figure 3. The Town will have access to an interactive web dashboard to view the results and analysis, including trends by location, time of day, and day of the week. Metrics such as parking occupancy, length of stay, and repeat parking patterns will be included.



Figure 3. Examples of the DIXON Data Suite®

Task 3. Deliverables

- The Town will retain access to the dashboard for an additional six (6) months following the end of the contract to review historical results
- DIXON will host a meeting with the Town at the conclusion of the project to review and interpret the results

Optional - Ongoing Rapid LPR Tool Services

If desired, DIXON can provide ongoing Rapid LPR Tool services to the Town. Our approach to data collection ensures high-quality, comprehensive, and year-round results by utilizing the Town's mobile LPR equipment and enforcement staff. By integrating data gathering into routine enforcement activities, DIXON can provide ongoing analysis at a fraction of the cost of periodic, short-term studies. This strategy delivers continuous insights that enhance the Town's ability to manage parking efficiently and effectively.

Deliverables

- Ongoing data processing and analysis of Town's mobile LPR data gathered through routine enforcement or targeted data collection efforts
- Web dashboard access
- Monthly data summaries and quarterly meetings to review results

Cost Proposal

This cost proposal follows a flat fee structure, with a total budget allocated by task. The prices listed below are all inclusive, covering the full scope of services required to achieve the Town's objectives, including all DIXON staff and travel costs associated with contract deliverables. DIXON utilizes milestone billing, invoicing upon completion of each task. Our approach is flexible and tailored to the Town's priorities, ensuring all deliverables are completed on time and within the agreed-upon budget.

Cost Estimate

Milestone/Task Description		Estimated Cost
1	Project Setup (final configuration of Rapid LPR Tool)	\$3,010
2	Data Collection	\$16,203
3	Data Analysis and Web Dashboard	\$2,995
Total		\$22,208

Optional Services

At the Town's request, DIXON is prepared to support additional ongoing Rapid LPR Tool services. Pricing for these optional services is described below:

Description	Estimated Cost
Ongoing Rapid LPR Tool Services	\$2,295 per month

Exhibit C

Exhibit C to Attachment 1

Proposal – Parking Program Transition & Implementation Plan

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: July 14, 2025
Subject: Proposal for Parking Program Implementation Support

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal for parking program implementation support services for the Town of Los Gatos (Town). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

Task 1. Project Management

DIXON's assigned Project Manager, Elliott Holt, will lead the coordination and execution of all support activities. Throughout the engagement, DIXON and the Town will collaboratively identify key initiatives, define tasks, and establish clear objectives. We will conduct monthly virtual meetings with Town staff to track progress, address any issues, and keep all parties aligned. Our team will provide meeting agendas and post-meeting notes, addressing the project schedule, budget status, and presenting the project's next steps to ensure timely completion of all project tasks.

Task 1. Deliverables

- Dedicated Project Manager
- Monthly virtual project management calls and meeting notes

Task 2. Draft Implementation Plan

Our team will develop a Parking Program Transition and Implementation Plan (Plan) detailing the interdepartmental transition of parking program oversight from the Los Gatos-Monte Sereno Police Department to the Parks and Public Works Department. The Plan will include the identification of key milestones and provide suggested phasing for the efficient transition of parking program services. DIXON will work with the Town to prepare a draft Plan that will include guidelines on the following topics:

Task 2. Deliverables

- Draft Implementation Plan

- Roles and responsibilities
- Data-driven policy development
- Enforcement optimization
- Vendor contract review and expansion
- Solicitation and specification development
- Procurement and implementation of parking technology and services

Task 3. Financial Modeling

DIXON will work with the Town to refresh the financial modeling and parking revenue estimates originally developed for the 2019 Parking Roadmap and the 2023 Roadmap Refresh. DIXON will leverage our Financial Modeling Tool and all existing workbooks to update the previously forecasted parking revenues and expenditures, taking into account all parking utilization information, as available.

The DIXON Financial Modeling Tool allows for the adjustment of many variables, including equipment costs, operating days/hours, permit types, occupancy rates, and compliance rates as applicable. Equipment costs can be forecast based on the types of technologies considered, as well as estimated installation costs, meter warranties, software fees, and credit card processing fees as applicable.

Task 3. Deliverables

- Updated Financial Modeling Tool

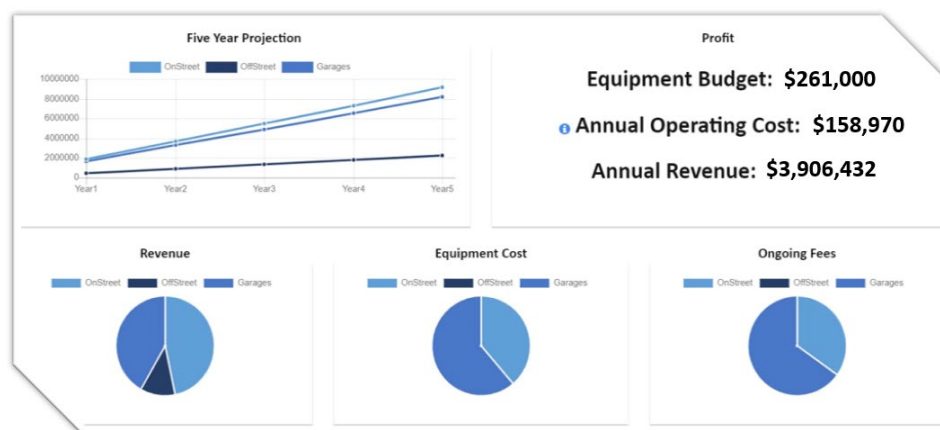


Figure 1. DIXON Financial Modeling Tool

Task 4. Final Implementation Plan

Our team will circulate the draft Plan to Town staff and stakeholders to gather feedback and comments. DIXON will incorporate that feedback into a revised draft and prepare a final Plan. Our goal is to deliver an actionable plan that provides clear roles and responsibilities, recommendations on timing, and suggested milestones to support Town staff with the transition of parking program oversight.

Task 4. Deliverables

- Final Implementation Plan

Cost Proposal

This cost 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. There is an NTE 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 task is completed within the agreed-upon budget and timing. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per Town requirements and guidelines.

Hourly Billing Rates

Classification	Labor Rate Per Hour
Principal-in-Charge	\$255/hr.
Principal	\$235/hr.
Senior Associate	\$185/hr.
Associate	\$165/hr.

Cost Estimate

Task	Description	Cost
1	Project Management	\$2,065
2	Draft Implementation Plan	\$5,300
3	Financial Modeling	\$3,205
4	Final Implementation Plan	\$2,840
Total		\$13,410

Exhibit D

Exhibit D to Attachment 1

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification on March 5, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Dixon Resources Unlimited ("Consultant"), a California Corporation, whose address is 3639 Midway Drive, Suite B345 San Diego, CA 92110. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide services to Parking Program Management Services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town and dated February 22, 2024 which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect upon execution to December 31, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$168,955**, inclusive of all costs. Payment shall be based upon Town approval of each invoice and billed on a per month basis based on percentage of work complete.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed and tasks completed. In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by the Director, for all services set forth in this Agreement, City agrees to pay Consultant at a rate of \$9,938.53 per month for seventeen months. In no event will the City pay more than \$168,955 as total compensation for the Agreement. No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

Email: ap@losgatosca.gov

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Dixon Resources Unlimited
3639 Midway Drive, Suite B345
San Diego, CA 92110

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 3/13/2024
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Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Julie Dixon 3/8/2024
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Julianne Dixon, President
Dixon Resources Unlimited

Recommended by:

DocuSigned by:
Nicole Burnham 3/11/2024
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Nicole Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 3/12/2024
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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 3/18/2024
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Wendy Wood, CMC, Town Clerk

Proposal

Program Management Support Services (Revised)

Town of Los Gatos, CA
February 22, 2024



Proposal for Program Management Support

To: Nicolle Burnham, Parks & Public Works Director, Town of Los Gatos
From: Dixon Resources Unlimited
Date: February 22, 2024
Subject: Revised Proposal for Program Management Support Services

Dixon Resources Unlimited (DIXON) is pleased to submit this revised proposal to provide program management consulting services to the Town of Los Gatos (Town). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

We have direct, hands-on experience acting as interim parking manager and supporting municipal programs to manage the ongoing optimization of parking programs, including policy updates, permit management, use of technology, and community engagement and education.

For the City of Seal Beach, we assisted in the complete overhaul of the City's parking program as the interim Parking Manager, overseeing the transition of parking management between city departments, installation of turnkey parking technology, and ongoing community engagement, which resulted in the City being awarded Parking Today's 2019 "Innovative Use of Technology" Award.

In the City of Ventura, we have assisted as interim Parking Coordinator to assist the City through municipal code and parking policy updates, participating in regular meetings of the City's Downtown Parking Advisory Committee, and assisting the City as it contemplates the implementation of paid parking and congestion management strategies in their on- and off-street parking locations.

DIXON has provided on-call parking consulting for the City of Monterey since 2018. This project is a great example of how we personify the "Parking Coach" mentality, providing hands-on collaboration with the City to thoroughly evaluate staffing challenges, provide customized recommendations for parking technology and solutions, and offer full support in the installation and implementation of equipment and services.

We have the resources and experience to help the Town manage the assist with hiring qualified parking staff, optimizing the parking program and policies, implementing parking program adjustments and enhancements, and providing critical engagement with the community to provide education, build consensus on policy changes, and promote long-term success of the parking program.

Proposed Scope of Services

The following work plan details the technical approach, methodology, specific tasks, and associated deliverables that our team will perform.

Task 1. Interim Parking Coordinator Services

DIXON will serve as the interim Parking Coordinator to support the Town's parking operations and program initiatives for a period of approximately seventeen (17) months, until August 31, 2025, with options to extend on a month-to-month basis.

We will assign a dedicated Project Manager and who will work directly with the Parks & Public Works Director and other assigned Town staff to provide program management support for the Town's parking programs and assist in implementing the Town's immediate parking initiatives, including but not limited to, on- and off-street parking operations, residential parking permit fees, employee parking permit policy and related signage, coordinate community outreach and public engagement as necessary, and perform related work as assigned.

DIXON is prepared to support, but not limited to, the following core services:

- Assisting with the hiring process for a full-time Parking Coordinator position.
- Optimization of the Town's residential parking permits processes and developing recommendations for permit fee adjustments.
- Employee permit program policy updates and related community outreach.
- Ongoing implementation of the wayfinding program, including related signage enhancements in Downtown and Olive Zone areas.
- Assessment of parking related signage, design, and painting and developing recommendations for adjustments or improvements as necessary.
- Participate in Town Council meetings, as requested.
- Coordinate public outreach, as required.

Additionally, our team is prepared to support, but not limited to, the following projects as budget allows:

- Evaluate the feasibility of alternative fees for residential parking permits, including low-income rates and potential discounts for households without off-street parking, as well as temporary visitor passes.
- Evaluate the parking conditions adjacent to Los Gatos High School, including the Olive Zone and nearby residential parking areas and prepare recommendations to optimize the use of existing parking supply.
- Assist with transition of parking permit management from the Police Department to Public Works.
- Coach City staff on how to develop an internal measurement tool to assess ongoing program performance and effectiveness.
- Implementation of parking congestion management strategies to manage parking demand.
- Assisting with public outreach and education related to parking program updates.

Task 1. Deliverables

- Assign a Project Manager to serve as the single point of contact for overall communications and project coordination with the Town.



- Conduct a virtual project kickoff meeting and bi-weekly calls.
- Assist in the hiring of a full-time Parking Coordinator.
- Provide support for the Town's overall parking program; our support will include the core services and will extend to the parking initiatives outlined in this proposal as budget allows.
- Includes up to two (2) site visits per month.
- Participate in Town Council meetings, as requested.

Cost Proposal

This cost proposal is based upon a program management model that will provide the Town with the direct support needed to ensure an efficient and optimized parking operation, especially for the long term. Our terms can be customized based upon the Town's priorities.

Our monthly program management pricing model is inclusive and adaptive. The rates presented below include all services necessary to accomplish the Town's objectives, incorporate DIXON staff costs, and any travel/incidental expenses required to produce the deliverables under the contract. The Town will be invoiced monthly at one consistent flat monthly rate.

We have supported many similar projects and understand the labor required to support your initial, ongoing, and developing parking program needs. This approach allows for flexibility, optimization, and convenience, regardless of the phase or task.

Program Management Pricing

The total, flat monthly rate is detailed below:

Cost Estimate: DIXON Program Management Pricing Model		
Task	Description	Monthly Fixed Fee
Interim Parking Coordinator Services		
1	<ul style="list-style-type: none"> • Assign a Project Manager • Virtual project kickoff meeting and bi-weekly calls • Assist in the hiring of a full-time Parking Coordinator • Provide support for the Town's overall parking program; our support will include the core services and will extend to the parking initiatives outlined in this proposal as budget allows • Includes up to two (2) site visits per month • Participate in Town Council meetings, as requested 	\$9,938.53
Total Cost		\$168,955
<i>17 months from Contract Date</i>		