



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 3/21/2023

ITEM NO: 8

DATE: March 13, 2023
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Third Amendment to the Consultant Services Agreement with Dixon Resources Unlimited (Dixon) for the Comprehensive Downtown Parking Study (813-0242) to Extend the Contract term, Add to the Scope of Services, and Additional Compensation.

RECOMMENDATION:

Authorize the Town Manager to execute a Third Amendment (Attachment 1) to the Consultant Services Agreement with Dixon Resources Unlimited (Dixon) for the Comprehensive Downtown Parking Study (813-0242) to extend the contract term, add to the scope of services, and additional compensation.

BACKGROUND:

On March 19, 2019, the Town Council approved an agreement (Exhibit B) with Dixon for the Comprehensive Downtown Parking Study. The study scope included a full review of existing conditions, past parking discussions and policies; outreach to stakeholders; data collection and analysis; and suggested strategies for managing parking.

On December 17, 2019, Town Council received the Dixon Resources Downtown Parking Master Plan and approved the Downtown Parking Roadmap. Town Council directed staff to move forward with implementing the Downtown Employee Parking Program, the “Pay to Stay” program, and update the Downtown Wayfinding signage.

In June 2020, the first amendment (Exhibit B) to the consultant services agreement with Dixon was executed to extend the contract end date from June 30, 2020, to June 30, 2022, to help with implementation. A Parking Program Manager [0.25 Full Time Equivalent (FTE)] was hired to begin the roadmap implementation.

PREPARED BY: Jim Renelle
Parking Program Manager

Reviewed by: Town Manager, Town Attorney, and Finance Director, Parks and Public Works Director

BACKGROUND (continued):

In June 2022, Council approved a second amendment (Exhibit B) to the consultant services agreement with Dixon extending the contract ending date to June 30, 2023, to continue to provide guidance on implementation.

DISCUSSION:

In December 2022, Council directed staff to develop a parking fee structure that would make the parking program cost neutral. Staff requires Dixon's professional expertise to develop this paid parking fee structure and associated tasks. The proposed third amendment (Attachment 1) would enable the required services. The 0.25 FTE temporary Parking Program Manager position expires in June 2023 and will be vacated by the current employee, which will further add to the need for Dixon's support.

Also, there are two optional tasks from the original scope of services that remain useful, which are the financial modeling workbook and continued implementation support.

The scope of services includes removing tasks that are no longer needed, retaining the two optional tasks from the original scope of services, and adding new tasks related to the research on how to develop a paid parking fee structure that will cover the required costs of additional staffing. Below outlines the task categories to be completed by Dixon (Exhibit A):

- Financial Modeling Workbook
- Staffing Plan Recommendations
- On-call as needed (for case studies and implementation)
- Vendor selection and support for the Mobile Parking Application (App) Request for Proposals/Qualifications (RFP/RFQ)
- Vendor selection and support for the Pay Station RFP
- Post-COVID parking occupancy analysis
- Roadmap update with a recommended parking fee structure
- Community engagement/stakeholder input for Pay to Stay program

The financial modeling workbook allows the Town to forecast revenue received from the paid parking program using a variety of scenarios and helps determine an optimal solution if a paid parking program is to be implemented. The model is expected to provide the Town with an easy-to-use tool that allows for the adjustment of both on- and off-street variables, including parking payment solutions, operating days/hours, occupancy rates, compliance rates, and parking fees.

DISCUSSION (continued):

Continued implementation support is needed to obtain technical assistance in the selection and management of vendors. Dixon's expertise will help evaluate solutions for flexibility and capacity for expansion with the Town's evolving needs.

CONCLUSION:

Authorize the Town Manager to execute a third amendment to the consultant services agreement with Dixon Resources Unlimited (Dixon) for the Comprehensive Downtown Parking Study to extend the contract term, add to the scope of services, and additional compensation.

COORDINATION:

This agenda item was coordinated with the Town Attorney's Office.

FISCAL IMPACT:

The balance of unused funds remaining in the original Dixon contract is \$47,602.58 and it can be used towards the Third Amendment. An additional \$30,871.42 is required to cover the added scope of services for a total amount of \$78,474. The updated total agreement amount is inclusive of all costs and shall not exceed \$189,763.42. Payment is based upon Town approval of each task shown and will bill at actual time spent. Sufficient funds exist in the project budget for this contract.

Parking Program Implementation CIP No. 813-0242		
	Budget	
GFAR	\$ 598,500	
Total Budget	\$ 598,500	
	Costs	
Misc. Project Expenses	\$ 892	
Prior Consultant Services	\$ 194,967	
Consultant Services (Approved with this Staff Report)	\$ 30,871	
Construction Services	\$ 49,582	
Total Costs	\$ 276,312	
Available Balance		\$ 322,188

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

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SUBJECT: Third Amendment to the Consulting Services Agreement with Dixon

DATE: March 13, 2023

Attachments:

1. Draft Third Amendment with Exhibit A - Parking Consultant Services Proposal, and Exhibit B
– Original Agreement and previous amendments

THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 21th day of March 2023 and amends that certain Second Amendment to Agreement for Consultant Services dated June 07, 2022, made by and between the Town of Los Gatos, ("Town,") and the Dixon Resources Unlimited. ("Consultant.")

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on March 20, 2019, ("Agreement"), a First Amendment for Consultant Services Agreement on June 22, 2020, and a Second Amendment for Consultant Services Agreement on June 07, 2022, copies of which are attached hereto and incorporated by reference as Exhibit B to this Amendment
- B. Town desires to amend the Agreement to add to the scope of services, extend the term of the agreement, and for additional compensation.

AMENDMENT

1. 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal sent to the Town on February 17, 2023, which is hereby incorporated by referenced and attached as Exhibit A.

2. 2.2 Term and Time of Performance is amended to read as follows:

This contract will remain in effect through June 30, 2024.

3. 2.6 Compensation is amended to read as follows:

Additional compensation for Consultant's professional services shall be increased by \$30,871.42 to the remaining contract compensation of \$47,602.58 for a total amount of \$78,474 to be used for the revised scope of services. For a total agreement amount **not to exceed \$189,763.42**, inclusive of all costs. Payment shall be based upon Town approval of each task based on Exhibit A.

4. All other items and conditions of the Agreement remain in full force and effect.

ATTACHMENT 1

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Third Amendment to Agreement for Consultant Services
Dixon Resources Unlimited

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

Town of Los Gatos:

Approved as to Consent:

Laurel Prevetti, Town Manager

Julie Dixon, President

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

Proposal

Parking Consultant Services

Town of Los Gatos
February 17, 2023

Proposal for Parking Consultant Services

To: Tracy Wang, Transportation & Mobility Manager
From: Dixon Resources Unlimited
Date: February 17, 2023
Subject: Parking Consultant Services, Town of Los Gatos

Dixon Resources Unlimited (DIXON) is pleased to submit this Proposal to the Town of Los Gatos (Town) to continue providing parking consultant services. The proposed Scope of Work includes a refresh of the previously developed Parking Roadmap, LPR Data Collection and Analysis, Financial Modeling Tool Projections, and the creation of a Staffing Plan.

Proposed Scope of Work

This proposal is formatted as a menu of options for the Town to select from and authorize as needed.

Task 1. Project Management

DIXON will work closely with designated Town staff throughout the duration of the project to support a collaborative project management approach. Task 1 includes budget to support a project kickoff meeting and ongoing project management. We will schedule bi-weekly meetings with the project team throughout the duration of the project to provide updates, collaborate, and address challenges. DIXON will schedule additional meetings as required.

Task 1. Deliverables

- DIXON will assign a Project Manager to serve as the single point of contact for overall communications and project coordination with the Town.
- DIXON will conduct a virtual project kickoff meeting to prioritize objectives, finalize the schedule, request historical parking data, and all information regarding progress to date on the Parking Roadmap strategies developed in December 2019.
- DIXON will conduct bi-weekly project meetings for the duration of the project.

Task 2. Parking Occupancy and Utilization Analysis

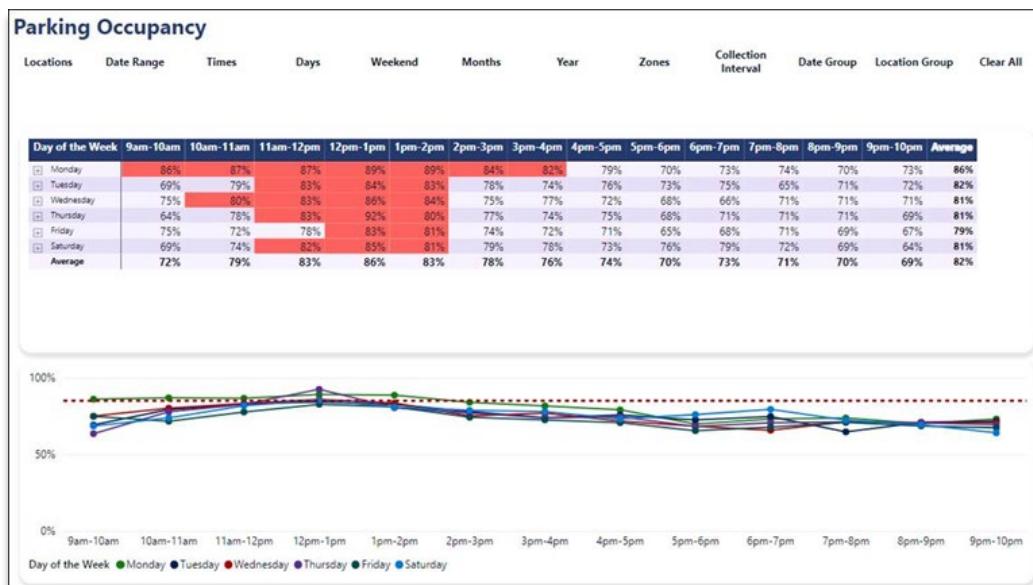
DIXON will work with the Town to develop a data collection plan that utilizes License Plate Recognition (LPR) technology to gather parking occupancy and utilization metrics that will then be analyzed using DIXON's Rapid LPR Tool. DIXON's unique data analysis platform rapidly translates parking counts into actionable results.

DIXON will work with the Town to define the Study Area, confirm data collection routes, and verify or collect the parking inventory information necessary to configure the LPR data collection devices and our Rapid LPR Tool. DIXON is prepared to support two data collection methods, one method where DIXON will provide the Town with the necessary resources and equipment to perform data collection and another where DIXON collects parking data.

First Method: Parking Data Collected by Town

The first method provides the greatest cost benefit to the Town, as we can leverage the Town's existing equipment and personnel to perform ongoing data collection over time. DIXON has been very successful working directly with industry-leading LPR providers to directly integrate client LPR data feeds into our occupancy and utilization studies, providing additional cost-savings to our customers.

At the Town's request, DIXON will attempt to integrate data feeds from the Town's existing LPR provider into our Rapid LPR Tool analysis. Depending on the quality and format of the provider's LPR data, additional fees for API setup and data integration may be required and will be quoted separately.



Example of Rapid LPR Tool Occupancy Dashboard

DIXON will set up the Rapid LPR Tool to connect, interpret, and analyze the collected data to produce occupancy and turnover tables, charts, and maps. The Town will be given access to the online Rapid LPR Tool to access ongoing parking occupancy and utilization analyses.

Second Method: Parking Data Collected by DIXON

The second method would provide parking occupancy and utilization for a predefined range of dates and times. For this project we suggest collecting data during four periods of the day, morning, midday, afternoon, and evening, collected over three consecutive days, Thursday, Friday, and Saturday. This will provide a substantial amount of data, useful for calculating daily occupancy and turnover rates. However, our strategy is flexible, and we will work with the Town to establish an agreed-upon process for data collection, including desired days and times.

DIXON is prepared to support the Town with its preferred data collection method. The findings of this report will be integrated into the Financial Modeling Workbook (Task

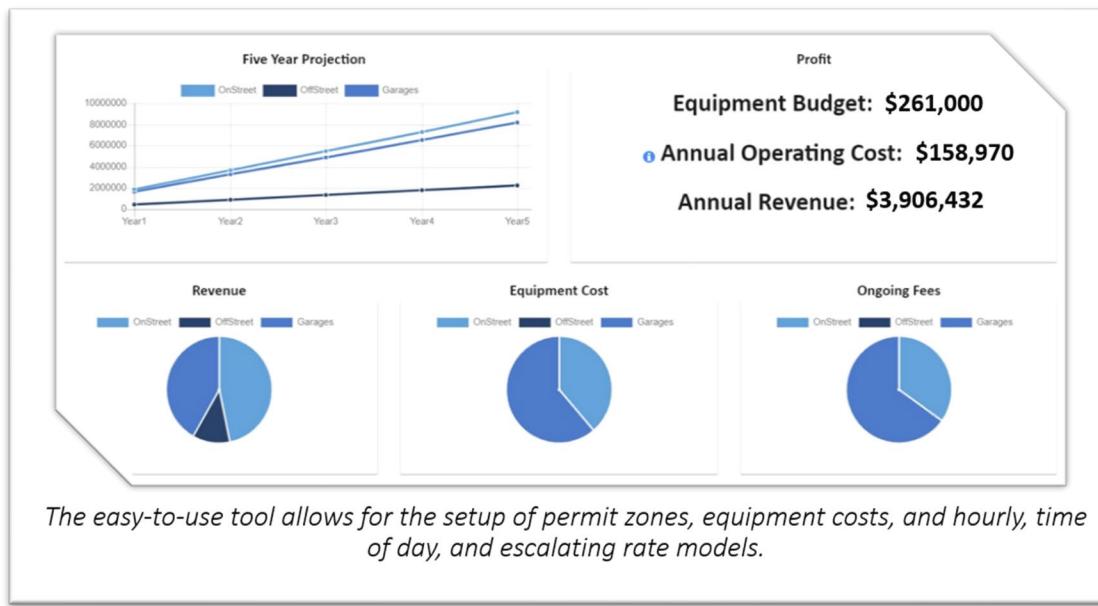
3), Staffing Plan (Task 4), and Parking Roadmap update (Task 5) regarding recommended changes to enforcement staffing, schedule, and equipment as needed.

Task 2. Deliverables

- DIXON will work with the Town to develop a data collection plan, which includes a defined Study Area and data collection route(s).
- DIXON may provide Town staff with equipment and training to support data collection efforts over a four (4) month period.
- DIXON may collect parking data over a three (3) day period.
- DIXON will provide the Town with access to the Rapid LPR Tool online dashboard, where the Town can view parking data metrics and analytics.
- Findings will be incorporated into the Financial Modeling Workbook (Task 3), Staffing Plan (Task 4) and Parking Roadmap update (Task 5).

Task 3. Financial Modeling Workbook

DIXON will develop a custom financial modeling tool for this project. We will build a Financial Modeling Workbook to evaluate various scenarios, including variable free parking periods and strategies for cost recovery. Several rate models can be compared within this tool, including hourly rates by zone, time of day, and escalating rates. DIXON's Financial Modeling Workbook allows clients to adjust variables including equipment and technology, such as operating days/hours, permit types, occupancy rates, compliance rates, and pricing.



Results from the Parking Occupancy and Utilization Analysis (Task 2) will be incorporated in the Workbook. Parking space utilization and turnover information will provide the baseline information needed to inform data-driven policy adjustments as well as forecast potential revenues and expenses. This tool provides the Town the

flexibility to explore fee structures before devising and implementing costly infrastructure or policy changes.

Task 3. Deliverables

- DIXON will develop a Financial Model to examine various rate and fee structures for cost recovery analysis. DIXON will conduct a virtual meeting with the Town to discuss and analyze the results.
- Results will be incorporated into the Parking Roadmap update (Task 5).

Task 4. Staffing Plan Recommendations

DIXON will support the Town in determining the ideal staffing plan for its parking operations. This includes a comprehensive assessment of the current staffing plan, including operational and management practices, job titles, job descriptions, and scheduling. We will compare the Town's current staffing model with industry best practices to determine the required staffing levels and positions for optimal performance of the parking program. Findings will be detailed in a memorandum report that will provide the Town with a matrix of staffing options that can be consulted as the scale of the parking operation evolves.

Task 4. Deliverables

- DIXON will perform an assessment of the current staffing plan and the effectiveness of operational and management practices.
- DIXON will develop a memorandum recommending the ideal staffing plan for current conditions, which will include pathways for growth as the scale of the parking operation evolves.
- Relevant details from the memorandum will be incorporated into the Parking Roadmap update (Task 5).

Task 5. Parking Roadmap Update

DIXON will update the previous Parking Roadmap draft to reflect impacts from the COVID-19 pandemic, the Town's current progress for key strategies recommended in the original Parking Roadmap report, any data collected from the Parking Occupancy and Utilization Analysis (Task 2), and findings from the Staffing Plan memorandum (Task 4). The report update will address planning and implementation strategies focused on the following topics:

- On-street parking policies and rates;
- Off-street parking rate structure changes, including the implications of periods of free parking;
- The introduction of a merchant validation program;
- The pricing strategy for additional parking permits; and
- The management of spillover parking specifically with regards to the Los Gatos High School.

The updated report will clearly outline the implementation steps required for each strategy mentioned above, as well as a prioritized order for implementation.

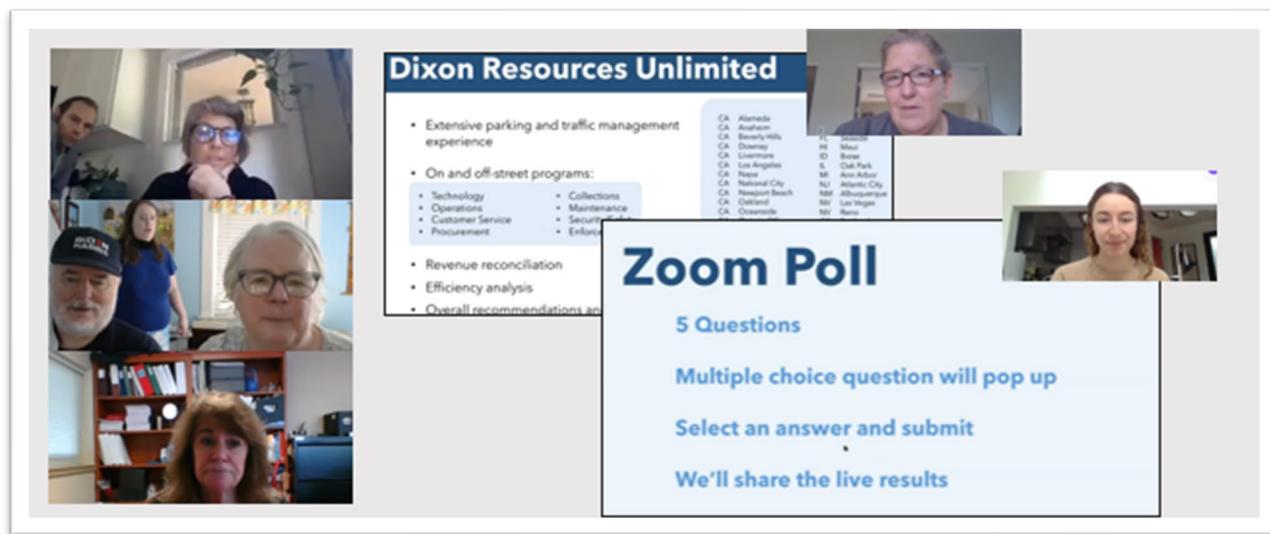
Task 5. Deliverables

- DIXON will deliver an updated Parking Roadmap report.

Task 6. Community Engagement and Stakeholder Outreach

Community outreach is a critical aspect to the successful implementation of new or revised parking strategies. This provides the Town's residents the opportunity to understand and ask questions about coming initiatives. To support the Town in successfully communicating upcoming parking improvements, DIXON will develop a stakeholder engagement strategy that invites the public to participate and increases the positive acceptance of strategic changes.

With each project, we assume a leadership role in coordinating a public involvement strategy to ensure inclusion and transparency with a broad range of stakeholders, including downtown merchants and businesses, to solicit feedback and improve recommendations. This allows us to bring a local approach to the way we do business and successfully identify operations, management, and technology recommendations.



Example of virtual stakeholder engagement facilitated during COVID-19

The response to our communication efforts has been extremely positive and municipal administrators have openly and readily received our recommendations as a result of ongoing stakeholder support and investment.

DIXON can support the Town by facilitating, hosting, and/or presenting at community meetings, stakeholder meetings, and Town Councils as needed. This includes the preparation of presentations and staff reports aimed at supporting such meetings, including any market research, case study preparation, and/or data analysis required.

Task 6. Deliverables

- DIXON will develop a stakeholder engagement strategy.
- DIXON will prepare for and/or present at one (1) in-person Public or Council meeting. Additional virtual stakeholder meetings may be scheduled as necessary, to be quoted separately.

Task 7. On-Call Support

For tasks that fall outside the scope outlined in this proposal, DIXON has set aside on-call support hours to address the Town's evolving priorities and ongoing needs. DIXON will provide on-call support according to the cost proposal presented below and will not proceed with any specific tasks prior to receiving verbal or written authorization from the Town.

Task 7. Deliverables

- DIXON will work at the Town's direction to provide on-call support and project management, as requested.

Optional Task 8. RFP Solicitation Support

DIXON will work with designated staff to establish a framework to fairly evaluate respondents to the Town's open RFPS for a Mobile Parking Payment System Application provider and an Automated Multi-Space Parking Pay Stations provider. DIXON will be available to provide support throughout the proposal evaluation process, such as reviewing proposals, preparing for interviews, and developing a comparison matrix that will allow Town staff to consider all proposal offerings thoroughly.

Task 8. Deliverables

- DIXON will support the proposal review and selection process for a Mobile Parking Payment System Application provider and an Automated Multi-Space Parking Pay Stations provider.

Optional Task 9. Implementation Support and Project Management

If desired, DIXON can work at the Town's direction to provide implementation support/project management services to address the Town's evolving priorities and ongoing needs regarding the implementation, deployment, and project management of new systems, programs, and services. DIXON is prepared to dedicate the required resources and staff to achieve the Town's goals and needs. At the beginning of the implementation process, we would collaborate with designated Town staff to develop a long-term strategy that includes an estimate of implementation costs, ongoing support needs, defined project timelines and deliverables. Services are to be quoted separately.

Optional Task 9. Deliverables

- DIXON can work at the Town's direction to provide implementation support/project management, including communicating with the selected provider, and ensuring deliverables and integrations are completed seamlessly and on-time.

Timeline

A proposed Schedule by Task is provided below. DIXON will remain flexible and responsive to the Town's needs as the project evolves, and the timeline may be adjusted to meet the Town's priorities.

2023	Jan	Feb	Mar	Apr	May	Jun	Jul
Project Kickoff							
Bi-Weekly Project Meetings							
Develop Community Engagement Plan							
One In-Person & Up To Two Additional Virtual Stakeholder Meetings							
Develop and Finalize Data Collection Plan							
Inventory Collection and Rapid LPR Tool Setup							
Ongoing Data Collection (Option 2a)							
Ongoing Parking Occupancy and Utilization Analysis (Option 2a)							
One-time Data Collection (Option 2b)							
One-time Parking Occupancy and Utilization Analysis (Option 2b)							
Develop Financial Modeling Workbook							
Assess Current Staffing Model							
Develop Staffing Recommendations							
Draft Parking Roadmap Update							
Final Parking Roadmap Update							

Cost Proposal

This cost proposal is based on a Time & Materials (T&M) approach. We will customize our solution to focus on what the project needs to achieve its objectives and adapt to ensure that the tasks are completed within the agreed-upon budget and timing. The budget includes all required travel or related expenses based on GSA standards and will be billed per Town requirements.

Classification	Labor Rate Per Hour
Principal Consultant	\$225
Senior Associate	\$175
Associate / Data Analyst	\$155
Junior Associate	\$115

Project Cost Breakdown

The following table details the estimated project cost breakdown by Task:

Cost Estimate: DIXON Time & Materials Fee		
Task	Description	Cost
Project Management		
1	• Conduct a project kick-off meeting. • Conduct bi-weekly project meetings and agendas.	\$8,490

	Parking Occupancy and Utilization Analysis: Town Collects	
2a	<ul style="list-style-type: none"> DIXON will assist the Town with resources and training to collect parking data. Parking data will be collected over a four (4) month period. DIXON will provide ongoing occupancy and turnover analysis during this period. 	\$20,320
2b	Parking Occupancy and Utilization Analysis: DIXON Collects <ul style="list-style-type: none"> DIXON will provide parking data collection over a three (3) day period with up to four (4) collection times per day. DIXON will provide occupancy and turnover analysis for the pre-defined period. 	\$27,199
3	Financial Modeling Workbook <ul style="list-style-type: none"> Provide Financial Modeling to analyze various parking rates, policies, and cost recovery strategies. Includes results from Parking Occupancy and Utilization Analysis (Task 2). 	\$5,630
4	Staffing Plan Recommendations <ul style="list-style-type: none"> Examine current staffing and prepare recommendations for staffing levels, job descriptions and management strategies. Develop staffing recommendations and memorandum for Town consideration. 	\$6,280
5	Parking Roadmap Update <ul style="list-style-type: none"> Includes results from Financial Modeling Workbook. Includes results from the staffing analysis and memorandum. DIXON to provide updated Parking Roadmap Update. 	\$6,610
6	Community Engagement and Stakeholder Input <ul style="list-style-type: none"> Coordinate stakeholder engagement meetings during our two-day On-Site Assessment. Facilitate one (1) in-person town hall or community meeting. Additional virtual meetings may be quoted separately, as necessary. Prepare community meeting agendas, graphics and materials, social media announcements and flyers, as necessary. 	\$3,875
7	On-Call Support Provide on-call support and project management, as necessary.	\$7,400
8a	RFP Solicitation Support <ul style="list-style-type: none"> Provide solicitation support, including proposal review, vendor interviews, evaluation, and selection for the open RFP for a Mobile Parking Payment System Application provider. 	\$6,495
8b	RFP Solicitation Support <ul style="list-style-type: none"> Provide solicitation support, including proposal review, vendor interviews, evaluation, and selection for the open RFP for an Automated Multi-Space Parking Pay Stations provider. 	\$6,495
	Total Cost with Option 2a	\$71,595
	Total Cost with Option 2b	\$78,474

Optional Services: To Be Quoted Separately		
Task	Description	Cost
9	<p>Implementation Support</p> <ul style="list-style-type: none"> • DIXON can provide support to the Town during the implementation phase of a new service or system, including ongoing project management meetings with designated Town staff and the selected vendor. 	<p>Price Available Upon Request</p>

AGR 19.044
MM

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on March 20, 2019 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Dixon Resources Unlimited, ("Consultant"), 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 desire to engage Consultant to provide a comprehensive study of downtown parking.
- 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 on January 31, 2019 and with the supplement provided March 8, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from March 20, 2019 to June 30, 2020. 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 the 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 **\$158,892**, inclusive of all costs. Payment shall be based upon Town approval of each task.

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 by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

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: one million dollars (\$1,000,000) 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 officers, officials, employees and volunteers 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 officers, officials, employees and volunteers. 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 officers, agent, 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:

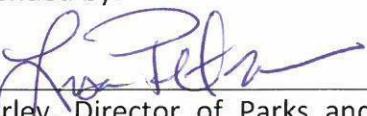


Laurel Prevetti, Town Manager

Consultant, by:



Recommended by:

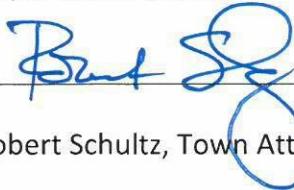


For Matt Morley, Director of Parks and Public Works

President

Title

Approved as to Form:



Robert Schultz, Town Attorney

Attest:

Shelley Neis 4/25/19
Shelley Neis, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 22nd day of June 2020 and amends that certain agreement for Agreement for Consultant Services dated March 20, 2019, made by and between the Town of Los Gatos, ("Town") and Dixon Resources Unlimited ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on March 20, 2019, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Consultant Services to extend the term of the agreement.

AMENDMENT

2.2 Term and Time of Performance is amended to remain in effect through June 30, 2022.

All other terms and conditions of the Agreement remain in full force and effect.

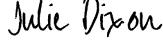
ATTACHMENT 1

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

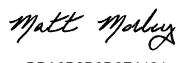
Town of Los Gatos

By: 
Laurel Prevetti, Town Manager

Consultant by:


Julie Dixon

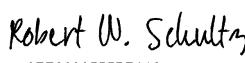
Department Approval:


Matt Morley
Director of Parks and Public Works

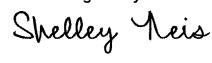
Julie Dixon / President

Name/Title

Approved as to Form:


Robert W. Schultz
Robert Schultz, Town Attorney

Attest:


Shelley Neis
Shelley Neis, MMC, CPMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT is dated for identification this 7th day of June 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES for a Comprehensive Study of Downtown Parking, dated March 20, 2019, made by and between the Town of Los Gatos, ("Town,") and the Dixon Resources Unlimited ("Consultant.").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on April 25, 2019, ("Agreement"), and the First Amendment to the Agreement dated June 22, 2020, was executed to extend the agreement term to June 30, 2022, and a copy of the Agreement and First Amendment is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to further amend the Agreement to extend the agreement term to June 30, 2023.

AMENDMENT

1. 2.2 Term and Time of Performance is amended to read as follows:

This contract will remain in effect until June 30, 2023.

2. 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

DocuSigned by:
By:  7/1/2022
Laurel Prevetti, Town Manager

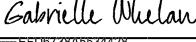
Approved as to Consent:

DocuSigned by:
By:  7/1/2022
Julie Dixon
President

Department Approval:

DocuSigned by:
 7/1/2022
Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
 7/1/2022
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
 7/1/2022
Shelley Neis, MMC, CPMC, Town Clerk