EXHIBIT 2

**CONSULTANT AGREEMENT BETWEEN THE
CITY OF SANTA ANA AND DIXON RESOURCES
UNLIMITED TO CONDUCT A CITYWIDE PARKING STUDY**

THIS AGREEMENT is made and entered into on this 6th day of September, 2022 by and between Dixon Resources Unlimited, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

<u>**RECITALS**</u>

A.   The City desires to retain a Consultant having special skill and knowledge in the field of conducting a citywide parking study to establish a potential new permit parking program in the City.

B.   Consultant represents that Consultant is able and willing to provide such services to the City.

C.   In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1.   SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the services described in the scope of work that was included in RFP No. 22-074 and that is attached as **Exhibit A**, and as further delineated in Contractor's proposal, which is attached as **Exhibit B** and incorporated in full.

2.   COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Fee Proposal - Exhibit C**. The total amount to be expended during the term of this Agreement including any extension periods shall not exceed $500,000.

b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3.   TERM

This Agreement shall commence on the date first written above for a **two (2) year term** with the option for the City to grant up to a **one (1)-year** renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4.   INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5.   OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6.   INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG
   00 01 covering CGL on an "occurrence" basis, including products and

completed operations, property damage, bodily injury and personal & advertising injury with limits no less than

$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregatelimit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the generalaggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), withlimit no less than $1,000,000 per accident for bodily injury and property damage. *(Not required if consultant does not require an automobile to perform services.)*

3. **Workers' Compensation** insurance as required by the State of California, with StatutoryLimits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant'sprofession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both**CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insuranceand shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except withnotice to the Entity**.

Waiver of Subrogation
Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiverof subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the Entity. The Entity may require theConsultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current
A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five*
(5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policyform with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage
Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage requiredby this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing allpolicy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies,including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.   INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8.   INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9.   RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and

invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10.   CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11.   CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12.   NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13.   EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any

terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18.   PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19.   NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:
To City:

> Clerk of the City Council
> City of Santa Ana
> 20 Civic Center Plaza (M-30)
> P.O. Box 1988
> Santa Ana, CA 92702-1988
> Fax: 714- 647-6956

With courtesy copies to:

> Executive Director, Public Works Agency
> City of Santa Ana
> 20 Civic Center Plaza (M-43)
> P.O. Box 1988
> Santa Ana, California 92702

To Contractor:

> Julie Dixon
> President
> Dixon Resources Unlimited
> 3639 Midway Drive, Ste. B345
> San Diego, CA 92110

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and

addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20.   MISCELLANEOUS PROVISIONS

   a.   Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

   b.   The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

   c.   All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST: CITY OF SANTA ANA

_____   _____
Clerk of the Council   Kristine Ridge
                                             City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO   CONSULTANT:
City Attorney

By: _____   _____
Jose Montoya   Julie Dixon
Assistant City Attorney   Project Manager

RECOMMENDED FOR APPROVAL:

_____
Nabil Saba P.E.
Executive Director
Public Works Agency

EXHIBIT A

Appendix
ATTACHMENT 1
SCOPE OF WORK

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
CITYWIDE PARKING STUDY - CONSULTING SERVICES
RFP NO.: 22-074

INTRODUCTION

The City of Santa Ana's residential permit parking program was established to limit intrusion of nonresidential and commuter parking into residential neighborhoods citywide, by creating permit parking districts via resolution. Since then, streets with permit parking restrictions has grown rapidly near and around high parking generators, such as, large multifamily and/or clusters of multifamily complexes, mixed used districts, new developments, etc. The City has experienced significant challenges related to limited parking on public streets.

There are roughly 9,000 permits issued citywide within 27 permit parking districts. Currently residents are eligible for parking permits if they live on a qualifying block within the established permit parking district and live in either of the following:

1. Single-family homes: Up to U3 parking permits. 75 guest permits per year, per home.
2. Multi-family family homes with two (2) to four (4) units per parcel: U1 parking permit maximum per dwelling unit and no guest permits.

Improving public parking supports the City's efforts to meet Goal #5 Community Health, Livability, Engagement & Sustainability and Objective #4 (support neighborhood vitality and livability). Achieving these goals and objectives will require addressing, not just residential neighborhood parking, also the parking needs for commercial and parking impacted multifamily due to the contributions of the following factors; growing number of vehicles per household, older neighborhoods originally designed for a lower parking demand, limited parking within multi-family communities, the number of people living in a residential unit, the use of garages for storage and unpermitted living quarters, and new housing developments that provide minimal parking (such as accessory dwelling units, large multi-family, etc.,). Also, continuous addition of new residential permit parking streets, vehicles utilizing these streets for parking are displaced and move to nearby streets, causing a "domino" effect impacting the surrounding streets and causing for more permit parking requests.

The study will consist of the following (but not limited to) tasks and objectives to develop a citywide permit parking program to provide balanced parking to support resident quality of life, visitors, businesses, and commuters:

*   Analysis of the current residential parking streets, regulations, enforcement, and trends;
*   Review of residential parking practices in comparable cities, use as case studies;

- Comprehensive analysis of parking supply and demand in two representative Santa Ana neighborhoods;
- Extensive public outreach, including sixty (60) public meetings, twenty (20) Advisory Committee meetings, and online comment tools.
- Recommend approaches and strategies that allow for flexibility to improve residential area parking management.
- Evaluate and recommend Land Use policies
- Evaluate businesses operating in neighborhoods.
- Balance parking needs of residents, visitors, and commuters.
- Account for neighborhood need and quality of life.
- Administer a program that is fair and transparent.
- Consider the highest and best use of the public right-of-way.
- Streamline the administrative process.
- Apply a data driven approach.

The consultant will be required to identify feasible solutions/recommendations to the City's current parking issues. The solutions/recommendations, which will establish a potential new permit parking program will need to be comprehensive and address all aspects that lead to reducing the parking demands in the City. This would include parking and land use policies.

SCOPE OF WORK

A. STAKEHOLDERS

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

B. PARKING ANALYSIS OF EXISTING CONDITIONS

- Review residential permit parking program and identify current best practices that can be added to the City's current residential permit parking program.

- Review similar parking challenges in other cities and their strategies (i.e. permits assigned based on number of bedrooms, then on number of units, shared private/public lots, etc.,)

- Conduct parking audits of permit parking districts citywide.

- Current enforcement strategies.

- Current planning impacts.

C. PARKING MANAGEMENT

Provide the City with a policy, criteria or guidelines to manage future requests from residents in both residential zones (single-family, multi-family, live/work and mix-use) to augment/modify existing parking regulations and can include the following:

- Limit the number of permits issued for vehicles per household

- Evaluate alternative permit parking options by time of day (e.g. weekends, overnight, etc.) and related issues/challenges.

- Evaluate code and policies related to the management of multi-family and commercial developments adjacent to single-family residences.

- Identify potential opportunities for shared parking areas including public/private shared use agreements for parking.

- Revised parking standards for development and planning to adequately address projects parking needs. i.e., use only City of Santa Ana development projects as reference when performing a parking demand analysis.

- Evaluate the use of paid parking (i.e. parking meters and stalls) in commercial corridors that are adjacent to residential parking areas.

- Explore the use of alternative striping for parking including diagonal and perpendicular stalls in multi-family residential areas to maximize parking.

- Evaluate parking permit cost by income limits established by Santa Ana Housing Authority housing income limits* OR another appropriate qualifying criterion.

- Explore/recommend enforcement technologies, i.e., mobile license plate readers.

D. PLAN OF ACTION AND IMPLEMENTATION

- Develop an implementation/action plan that addresses recommended actions (parking management strategies), timeframes, costs, staffing, including demand management. Identify those actions that can be done in the short-term to improve program, as well as, long term actions.

- Recommend potential revisions to the existing residential permit parking program including revised program options. An elimination option is not to be considered.

- Recommend revisions to streamline both Interest Form and Petition approval process.

- Perform financial analysis of the City's existing program and recommended program; recommendation new permit fees.

E. DELIVERABLES

- Develop a schedule for the public outreach and preparation of the tasks and objectives outlined in the Project Scope and Introduction, including staff review, and City Council review.

- Parking recommendations related to all housing types, occupancy, tenure, affordability, and parking requirements.

- Provide Action/Implementation Plan including recommended short-term and long-term actions.

- Provide staff with bi-weekly e-mail progress reports and memos at various project stages, updates as necessary.

- Prepare public meeting presentation materials, miscellaneous letters and memos as required by City staff, in paper and electronic formats.

REFERENCE:
See link for existing permit parking information.
https://www.santa-ana.org/pw/parking-permits

EXHIBIT B

district in Downtown where specific parking management strategites can be deployed towards achieving a "park-once" walkable transit zone.

A detailed data collection survey was undertaken to document the supply, type, and hourly demand of the parking facilities including surface lots and on-street spaces encompassing a total of approximately 3,731 parking spaces. The study identified hot-spots of parking demand during different time periods of the data collection days.

The study included identification of parking management strategies that can be implemented either in isolation or combined as part of a larger management strategy in support of a "park-once" program. Potential timing and relative cost of the various strategies was provided, as well as case studies from other Southern California cities. The study recommended a number of next steps for the City to undertake as part of the development of a "park-once" zone.

Selena Kelaher, Associate Planner, (714) 667-2740, skelaher@santa-ana.org

F. References

City Name	Contact Name	Job Title	Email Address
Costa Mesa	Jennifer Rosales	Transportation Services Manager	jennifer.rosales@costamesaca.gov
Norwalk	Miguel Lucero	Management Analyst	mlucero@norwalkca.gov
Pasadena	Jon Hamblen	Parking Manager	jhamblen@cityofpasadena.net
Santa Ana	Selena Kelaher	Associate Planner	skelaher@santa-ana.org

Section 2. Scope of Services and Schedule

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

Task A: Project Management

Our team will engage City staff throughout the duration of the project to support a collaborative project management approach. The proposed budget includes all costs to support a project kickoff meeting and ongoing project management. We will plan to schedule bi-weekly teleconference meetings with the project team to provide project updates, collaborate, and address challenges. Additional meetings to be scheduled as required.

To facilitate document sharing, we will establish a shared project folder (such as Dropbox, Google, SharePoint, or similar) so that City staff can easily provide the relevant documentation for our review. We will maintain this folder throughout the duration of the project to keep all project files organized and accessible.

Task A. Deliverables

- DIXON will assign Julie Dixon as the overall Project Manager. Kellie Dugdale will serve as the primary project support and serve as the single point of contact for overall communications and project coordination with the City.
- The Project Team will conduct an in person or virtual project kickoff meeting to prioritize objectives and tasks, finalize the schedule, and request background data from the City. During this phase, the Project Team will achieve a thorough understanding of site context to clarify the City's near, medium, and long-term planning objectives. DIXON will prepare and distribute an agenda and minutes for the kick-off meeting.
- In coordination with City staff, The Project Team will obtain all relevant data to assist with the project including past studies, available data, staff reports, and existing parking management strategies.
- The Project Team will conduct bi-weekly project meetings for the duration of the project. During each meeting, DIXON will provide a project overview and status, highlight problems and corrective measures, and present the next steps. Meetings and project status will be memorialized and distributed to City Staff via e-mail.

Task B: Stakeholder Input

DIXON specializes in stakeholder engagement and communications. Each one of our municipal projects introduces an element of stakeholder engagement. Input from city staff, external stakeholders, advisory groups, and decision makers are a critical part of any municipal program. 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 residents, and 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.

The response to our communication efforts have been extremely positive and municipal administrators have openly and readily received our recommendations as a result of ongoing stakeholder support and investment. We recently completed an extensive stakeholder outreach process for the City of Costa Mesa where their City Council and staff openly expressed and shared their appreciation for our hands on approach and how the community felt included and heard throughout the process.
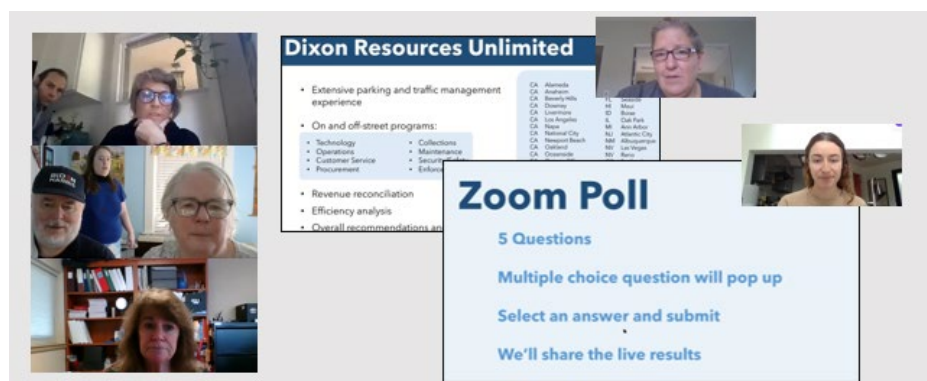
Examples of virtual stakeholder engagement facilitated during COVID-19.

In addition to our direct involvement with staff, stakeholders, advisory groups, and decision makers, DIXON utilizes other opportunities to involve the community including Field Intercept Interviews, Web Survey Tools, Knock-and-Talk Surveys, and customized Focus Groups. We have also successfully transitioned to several online outreach tools that allow for remote participation in the current COVID-19 environment. Each project is unique, and we develop a public participation plan based upon localized needs. We view each stakeholder meeting as an opportunity to develop our skills and apply lessons learned from past projects. DIXON has been invited to present many of these lessons ("How to Identify and Define Your Stakeholders") at a variety of industry conferences.

The Project Team's stakeholder engagement methodology is flexible, and we are committed to adapting to the specific needs of each project. We utilize a combination of in-person and virtual meetings with key stakeholder groups, facilitate large public meetings, and utilize online survey tools to reach as many members of the community as possible. We typically recommend hosting meetings with a combination of user groups including residents of single-family homes, multi-family units, business property owners, and business owners so that the community can understand the diversity of parking challenges and needs. Focus group meetings are another opportunity to dive deeper into the unique challenges and priorities for each user group, especially when soliciting feedback about draft recommendations.

For the City of Tustin, after an extensive public outreach campaign, over 100 residents joined a community meeting to discuss residential permit parking. In the City of Pasadena, there are several commercial areas with distinct business associations, parking commissions, meter commissions, and other advisory groups that influence the parking system. In addition to hosting 12+ virtual and in-person stakeholder meetings throughout the span of the project, two online surveys were conducted which received over 1,200 total responses. A two-day in-person stakeholder site visit was also conducted through four key business districts to poll business owners and employees and encourage participation in the online survey.

For the City of Costa Mesa, an online Residential Parking Survey was available online with English and Spanish language options. 356 residents responded, and 4 percent of respondents took the survey in Spanish. Four virtual community meetings were also held at various stages of the project, with over 130+ total residents in attendance.

Task B. Deliverables:

- The Project Team will formalize the public outreach and stakeholder engagement strategy and timeline into a Public Participation Plan for staff comment and approval.
- The Project Team will coordinate up to sixty (60) public meetings and twenty (20) Advisory Committee meetings. Meetings will be strategically scheduled to maximize each site visit. DIXON will manage the overall plan and Fehr & Peers will provide local support.
- The Project Team will work with the City to develop and finalize a schedule for the public and Advisory Committee meetings.
- The Project Team will prepare public meeting presentation materials, and miscellaneous letters and memos to support the stakeholder engagement strategy.
- Our process will support an open and transparent relationship with stakeholders that ensures collaboration with the City. We will discuss the current rules that govern residential permit parking and work with stakeholders to further characterize the cause of parking shortages and demands. These discussions will identify industry best practices that can be added to the City's current residential permit parking program.

- The Project Team will issue an online survey, advertised through social media, to maximize stakeholder participation. DIXON will develop online survey questions that inquire about community demographics, parking perceptions, parking needs, and solicit feedback for incorporation into the overall recommendations. Online survey results will be summarized on a geographical basis and included in future stakeholder outreach presentations.
- The Project Team will prepare minutes, agendas, and reports of all meetings for review and approval by the City's Project Manager.

Task C: Parking Analysis of Existing Conditions

The Project Team will review the City's existing residential permit parking program and collect and evaluate parking data to identify the immediate policies, procedures, and implementation plan that will be needed to address parking shortages. This will include an analysis of current residential parking streets, regulations, enforcement, and trends.

During this phase, the Project Team will conduct an Existing Conditions Assessment. The Team will meet with City staff and key stakeholders on-site and virtually to review current processes and identify future needs. This will include an evaluation of business operating in neighborhoods. During our review, we will leverage our experience and understanding of parking and mobility data, as well as parking utilization data, to understand how parking demand varies by time of day, time of year, etc. To better understand community needs, we will also review data related to regional and local demographics, housing/development, workforce, commuting, and other relevant data such as transit and mobility data. This includes a review and analysis of data collected through previous studies as well as current planning impacts. We will also interview City staff to understand how the parking operation functions currently, and we will review any documented policies and business rules related to the City's existing parking management programs.

Task C. Deliverables

- In coordination with City staff, the Project Team will obtain all relevant data to assist with the project including, but not limited to, parking counts, staffing reports, City Council agenda reports, and existing parking management strategies. We will examine all relevant material, current vendor agreements, permitting procedures, and/or strategic planning documents to prepare for the on-site assessment.
- During a two-day Operational Needs Assessment, our Team will meet with stakeholders and representatives from various City departments to examine existing program details and discuss recommendations for revamping the permit parking program.
- During the Operational Needs Assessment, DIXON will evaluate the City's existing permit parking program with an emphasis on the residential streets and areas where parking demand and spillover effects are greatest. The assessment will include a comparative review addressing technology, staffing, and organizational requirements across core functional areas such as finance, asset management, operations, maintenance, and workforce management, with the understanding that the City's policies will need to be modified to optimize the parking system. Findings and recommendations will be discussed with the City during a debrief meeting and incorporated into the Parking Action and Implementation Plan outlined in Task E.
- DIXON will identify any operational / technology concerns that the City should consider for future implementation purposes.

Task D. Data Collection and Analysis

The Project Team will prepare a parking usage survey to better understand parking impacts throughout the community and help determine recommendations. Our team understands the importance of making data-driven decisions to address the community's perception of parking availability and optimize the operation. The main factor for making data-driven decisions is having an occupancy threshold above or below 85%. A parking occupancy rate greater than 85% is considered approaching the parking limit threshold. Parking occupancy rates less than 85% is considered as having adequate parking supply. With well over 10,000 block faces in the City of Santa Ana, a project of this size requires a creative approach because traditional methods of collecting data for the entire City will be budget and time prohibitive. The goal of data collection will be to construct a comprehensive strategy specific to the City's needs with a realistic and effective data collection plan that delivers quality results. Results from the parking survey will help guide the prioritization and timing recommended within the City of Santa Ana.

The Project Team has extensive experience managing a variety of parking data collection studies to capture efficiencies in the data collection approach. Understanding the needs of the City for citywide analysis, we have considered a variety of data collection options to optimize the volume of information that can be gathered throughout this project and will gladly work with the City to customize the approach to most effectively address the community needs and priorities.

Our data collection strategy includes two phases:

Phase 1. Citywide "Big Data" Analysis

Our Project Team specializes in Data Science to understand and apply innovative data on projects in transportation planning and traffic engineering. We have forged strategic partnerships with data vendors and invested in research and development in the Data Science arena to provide the best recommendations to the communities we serve. These vendors can provide current and past transportation metrics such as trip origins and destinations derived from aggregated Location Based Services (LBS) leveraging the Global Positioning System (GPS) and sensor data through smart phone applications. This will provide us with citywide samples of parking occupancy, turnover/duration, and origin destination data at a fraction of the cost of traditional methods. These solutions can enhance our data collection approach and help bring specific insights to parking Citywide. The Project Team will use this data to identify peak occupancy times and areas to help define the goals and locations of a more refined data collection effort through Phase 2.

Phase 2. Rapid LPR Tool, Ongoing Collection, and LPR Pilot

As agencies modernize parking programs, the transition to license plate-based parking solutions, like mobile payment, virtual parking permits and contactless solutions, is becoming an industry best practice. License plate recognition (LPR) technology has evolved into an efficient and effective monitoring tool, especially for agencies with limited budget and personnel resources. Rather than investing in dedicated data collection methods that are expensive and limit the number of days data is avilable, we utilize the information that can be available thorugh LPR-based parking enforcement. DIXON has developed in-house tools to streamline the
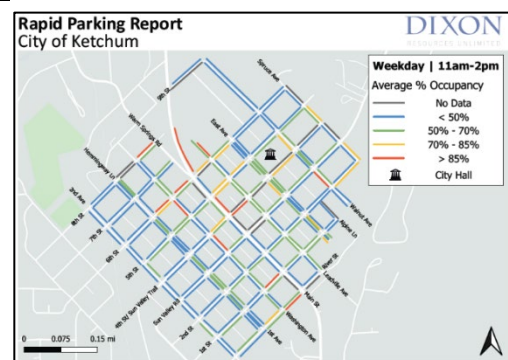

Example parking occupancy map for the City of Ketchum, ID

analysis of parking data collected down to the block face and lot level using LPR technology to produce the **Rapid LPR Tool**. This Tool can support on-going data collection, and monitor parking enforcement efficiency and optimize enforcement resources by identifying locations that would benefit from additional monitoring. The Tool's proprietary algorithms efficiently and accurately turns LPR data into powerful parking analysis in various tables, charts, and geo-referenced heat maps as PDF reports and as an interactive online dashboard. Our consolidated resources and dashboards will provide the results necessary to remain smart and adaptive for important policy decisions.
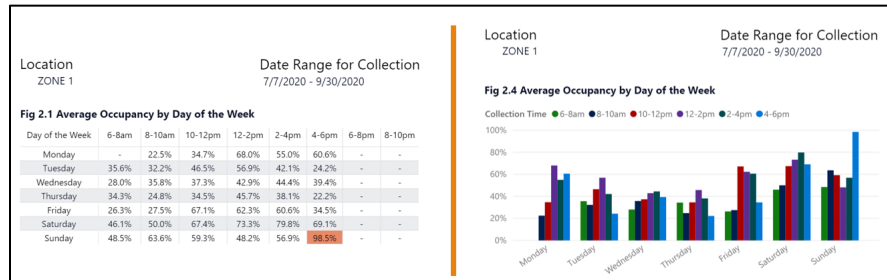
Example of Rapid LPR Tool Occupancy Dashboard
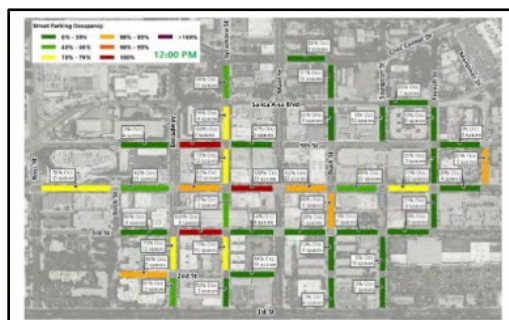
2021 Downtown Santa Ana Study

The Project Team will finalize a data collection methodology with the City that demonstrates optimal collection routes, quality control and assurance, and deliverables to ensure transparency for all data. Parking space inventory is a critical component of the project setup. The project team will review existing resources such as the *2021 Downtown Santa Ana Parking Study* and other resources provided by the City. Upon review of these resources, we will leverage existing parking inventory and GIS datasets to incorporate into the Tool. In addition, we will collect a comprehensive parking inventory for up to an additional 1500 block faces that will be identified through Phase 1 in order to produce a total inventory count per block face. We will utilize Google Maps to count marked spaces and measure unmarked curb space to calculate an effective parking inventory. Field counts will be performed in locations with out-of-date information or if unavailable in Google Maps.

DIXON will coordinate a demonstration of the leading vehicle-mounted LPR vendors that can leverage a pilot program that gives the City LPR cameras for a six-month trial, in which the City will have the opportunity to purchase the cameras at a pro-rated fee. This LPR pilot provides the added benefit of collecting on-going data at a cost-effective rate while also allowing the City to test mobile LPR for enforcement. The vehicle-mounted LPR pilot will allow the City to collect ongoing data and can expand collection to areas outside of the initial Study Area once the additional areas are setup (inventory, collection routes, maps, etc.).

Example of vehicle mounted LPR cameras and dashboard

DIXON will coordinate with City Staff on data collection and enforcement strategies including evaluating current staffing needs. An allocation of monies can be set aside from the budget to cover City Staff expenses that will be required for this pilot.

DIXON has successfully implemented similar LPR pilots in multiple cities such as Paso Robles, California, and Ketchum, Idaho, as well as worked with Cities such as San Francisco, Pasadena, Seal Beach, and Napa to utilize their existing mobile LPR programs for analysis with the Rapid LPR Report.

Summary of the phases and key tasks:

1. Citywide "Big Data" Analysis – Use GPS data for citywide parking analysis.
    a. Provide citywide samples of parking occupancy, turnover/duration, and origin destination data at a fraction of the cost of traditional methods.
    b. The Project Team will use this data to identify peak occupancy times and areas to help define the goals and locations of a more refined data collection effort through Phase 2.
2. Rapid LPR Tool, Ongoing Collection, and LPR Pilot - Use City Staff resources to collect *ongoing* parking data using vehicle-mounted LPR at specific locations identified through citywide analysis.
    a. DIXON can leverage a six-month pilot program with a LPR vendor for the City to get a vehicle-mounted LPR unit.
    b. City Staff can collect ongoing parking utilization data efficiently and can pilot LPR for parking enforcement. A portion of the budget has been set aside for City Staffing requirements.
    c. DIXON will setup the Rapid LPR Tool for an initial set of block faces determined from the citywide analysis. We will leverage existing resources to add areas with existing inventory data into the Tool. In addition, our budget includes an initial 1500 block faces, and we can work with the City on a plan to expand to the entire City.

Task D. Deliverables

- The Project Team will provide citywide parking analysis through big data vendors and will use this data to identify a refined data collection approach in phase 2.
- The Project Team will finalize the study area and a data collection plan with the City that demonstrates optimal collection routes, quality control and assurance, and deliverables to ensure transparency for all data.
- DIXON will utilize Google Maps for parking space inventory for up to 1500 block faces. This step will include measuring and calculating a space count for unmarked curb space.
- DIXON will utilize the Rapid LPR Tool to complete parking occupancy and turnover analysis. This includes maps, charts, and tables summarizing the parking supply and demand patterns.
- DIXON will leverage a six-month LPR pilot program with an LPR vendor for the City to test as an enforcement tool and collect ongoing data.
- DIXON can work with the City to expand the scope of data collection to all neighborhoods.

Task E. Parking Action and Implementation Plan

The Project Team will develop a Parking Action and Implementation Plan that incorporates a Citywide Permit Parking Program, which will provide balanced parking to support residents, visitors, businesses, and commuters. We will identify and evaluate parking recommendations for the City's residential permit parking program. Wherever possible, these recommendations will be flexible and account for both near-

term and long-term priorities based on current and projected parking demand, parking and transportation trends, and community willingness.

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

- Recommendations to streamline existing residential permit parking policy, number of current permits, and participating residences.
- Recommendations for the permit parking process, including, but not limited to, determining procedures to address challenges in areas where single-family and multi-family neighborhoods are co-located, determining permit limits for vehicles per household, evaluating permit parking options by time of day, and addressing the effects of paid parking in adjacent commercial corridors.
- Recommendations for permit administration, issuance and renewal, and associated costs.
- Recommendations for municipal code updates that are consistent with California law and consider the Attorney General's opinion (#14-304). DIXON will work with City legal staff to conduct a thorough municipal ordinance review to determine enhancements or edits that will "future-proof" code language to prepare the City for the implementation and management of a revamped permit program. Our extensive experience working with California cities will allow us to identify issues and address gaps in the existing code. Drawing from our experience in the City of Costa Mesa and other nearby municipalities, we will compile all relevant code sections and provide a revised version for consideration. This will include instances where the City may be able to simplify municipal language to improve program efficiency. We will also evaluate parking policies related to the management of multi-family and commercial developments located adjacent to single-family residences.
- Recommendations based on lessons learned and best practices from other cities in the region. We have included local project references from Costa Mesa and Norwalk to emphasize our familiarity with parking programs in Orange County. Using these cities, as well as other Southern California municipalities of similar size, demographics, and mixed-use downtowns, we will identify comparable permit rates.
- Recommendations based on parking time prohibitions and related issues/challenges, as determined from the Existing Conditions Assessment.
- Recommendations for potential parking partnerships with private entities. We have extensive experience structuring shared parking agreements, and we understand the practical and political realities of negotiating a community of diverse stakeholders. In the City of San Leandro, DIXON is currently leveraging shared parking agreements to improve parking management, part of an array of services that helped the City earn the title of 2018 Public Parking Program of the Year by the California Public Parking Program.
- Recommendations for enforcement including fines, towing, administration, and equipment. During the Existing Conditions Assessment, DIXON will discuss options for enforcement with internal stakeholders, including pros, cons, and methods of cost recovery.
- Recommendations to revise parking standards for development and planning in order to adequately address projects parking needs. This will include the development of standards for future parking demand analysis.
- Recommendations related to the use of alternative striping for multi-family parking stalls.
- Financial analysis of the City's existing and proposed residential permit parking program and recommendations for applicable permit fees. This will include a review of Santa Ana Housing Authority income limits for permit pricing consideration.

- Recommendations for how to move forward with streets currently subject to permit parking and how to implement transition strategies.

<u>Task E. Deliverables</u>

- DIXON will formalize recommendations to the existing residential permit parking program including revised program options.
- Based on these recommendations, DIXON will formulate the City's "go-forward" strategy including an approach for handling current petitions and backlog, managing the updated permit approval process, and setting applicable fees and procedures.
- Project deliverables for this task will include municipal code updates, analysis of permit fees, and the development of comprehensive recommendations, as described above. DIXON will revise these recommendations with feedback from City staff and incorporate them into the Parking Action and Implementation Plan.
- The Project Team will create a comprehensive ongoing data collection plan, which includes standards and best practices for future parking demand analysis.
- DIXON will prepare a written Parking Action and Implementation Plan recommending near-term and long-term actions based on recommendations developed throughout the Project. The Parking Action and Implementation Plan will include an implementation matrix outlining recommended actions, estimated timeframes, costs, staffing, and responsible parties, potential funding mechanisms, management structures, and financial projections for the entire strategy.

Schedule

2022	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Kickoff							
Bi-Weekly Project Meetings							
Develop Stakeholder Input Strategy							
Develop Data Collection Plan							
Existing Conditions Assessment - On-site Visit							
Stakeholder Input							
Regulatory Analysis and Recommendations							
Data Collection							
Complete Parking Inventory, Occupancy, and Turnover Analysis							
Online Survery							
Ongoing Data Collection LPR Pilot							
Draft Report Parking Action and Implementation Plan							

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bi-Weekly Project Meetings												
Stakeholder Input / Council Presentation (if requested)												
Ongoing Data Collection LPR Pilot												
Draft Report Parking Action and Implementation Plan												
City Review of Draft Report												
Final Report Parking Action and Implementation Plan												

The Project Team is available to continue supporting the implementation phase of the project, based upon the proposed plan and further negotiations with the City.

EXHIBIT C

DIXON
RESOURCES UNLIMITED

June 1, 2022

City of Santa Ana - Citywide Parking Study

DIXON Fee Proposal

The 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. We will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the project is completed within the agreed upon budget and timing. Budgets will include estimates for all required travel or related expenses, which are based upon GSA standards and will be billed per City requirements.

Classification (DIXON)	Labor Rate Per Hour	Subconsultant Classification (Fehr and Peers)	Labor Rate Per Hour
Principal Consultant	$225/hour	Principal Consultant	$310/hour
Senior Associate	$175/hour	Project Manager	$220/hour
Associate / Data Analyst	$155/hour	Senior Engineer	$160/hour
Junior Associate	$115/hour	Engineer	$140/hour
Data Collector	$50/hour	Intern	$120/hour

Task	Task Description	Cost
A	**Project Management** • Project Kickoff • Bi-Weekly Meetings • General Coordination	$36,180
B	**Stakeholder Input** • Coordinate up to sixty (60) public meetings and twenty (20) Advisory Committee meetings • Issue online survey • Prepare minutes, agendas, and reports of all meetings	$139,420
C	**Parking Analysis of Existing Conditions** • Two-day Operational Needs Assessment • Identify any operational / technology concerns	$20,345
D	**Data Collection** • The Project Team will provide citywide parking analysis through big data vendors and will use this data to identify a refined data collection approach in phase 2.	$161,535

	• Finalize the study area and data collection plan • Utilize Google Maps for parking space inventory where there is limited data • Utilize the Rapid LPR Tool to complete parking occupancy and turnover analysis for the Study Area • Leverage a LPR pilot program with an LPR vendor for the City to collect data	
E	**Parking Action and Implementation Plan** • Formalize recommendations to the existing residential permit parking program • Complete municipal code updates and analysis of permit fees • Create a comprehensive ongoing data collection plan, which includes standards and best practices for future parking demand analysis • Prepare a written Parking Action and Implementation Plan	$58,415
	Total	**$415,895**