

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Old Towne Smart Parking Program Development Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2025, by and between the CITY OF ORANGE, a municipal corporation (“City”), and DIXON RESOURCES UNLIMITED, a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No.7582) dated as of October 24th, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by TWENTY-THREE THOUSAND ONE HUNDRED SIXTY DOLLARS and 00/100 (\$23,160.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed SEVENTY-SEVEN THOUSAND TWO HUNDRED TEN DOLLARS and 00/100 (\$77,210.00) without the prior written authorization of City.”

A. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City' s Project Manager. In anticipation of such contingencies, the sum of SEVEN THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS and 00/100 (\$7,721.00) has been added to the total

compensation of this Agreement. City' s Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City' s Project Manager and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City' s Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City' s Project Manager prior to the commencement of such services.

B. The total amount of compensation under this Agreement, including contingencies shall not exceed EIGHTY-FOUR THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS and 00/100 (\$84,931.00).

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

DIXON RESOURCES UNLIMITED,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: 
Printed Name: Julie Dixon
Title: President

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- If Contractor is a corporation, the City requires the following signature(s):
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

√NA

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]

Proposal for Parking Consultant Services

To: City of Orange
From: Dixon Resources Unlimited
Date: November 14, 2024
Subject: Proposal for Solicitation and Procurement Support

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

Proposed Scope of Services

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

Task 1. Solicitation and Procurement Support

Our team will work closely with designated City staff to support a collaborative project management approach. The proposed budget includes all costs to support a virtual project kickoff and ongoing project management meetings. DIXON will work with City staff to support the solicitation and procurement of Parking Operator Services. DIXON will develop the draft specification and Request for Proposals (RFP) materials. We will support the City through the procurement phase, including proposal review and evaluation, vendor interviews and selection, and contract negotiation.

Task 1.1 Project Management and Bi-weekly Meetings. Our team will assign a Project Manager as the single point of contact for overall communications and project coordination with the City. We will conduct virtual bi-weekly project meetings with designated City staff for the project's duration. Our team will provide meeting agendas addressing the project schedule and budget status, highlighting opportunities and corrective measures, and presenting the project's next steps. An initial virtual project kick-off meeting will allow our team to prioritize objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal City stakeholders to our team.

Task 1.2 Draft Specification and RFP Documents. DIXON will work with City staff to develop a draft technical specification and RFP. The specification will identify the solicitation objectives and prioritize deliverables with defined service level agreements (SLAs) supported by liquidated damages, ensuring that RFP respondents remain accountable for their performance commitments. This exercise identifies the compliance requirements, corrective action process, and financial penalties to safeguard the solution and ensure system uptime, access, and revenue accountability.

Task 1.3 Final Specification and RFP Documents. We will tailor the specification based on the City's goals and needs. DIXON will circulate the draft specification and RFP documents to City staff for review and comments. We will coordinate a virtual meeting to discuss the draft solicitation materials and will incorporate the City's feedback into revised, final specification and RFP documents, to be submitted to the City.

Task 1.4 Procurement Support. Our team will support the City throughout the procurement process, including recommendations for the overall schedule, objectives, minimum qualifications, submission requirements, and evaluation criteria. We will clarify agreement/business terms, which will be incorporated into SLAs and/or Key Performance Indicators (KPIs). Additionally, we are available to support the City in drafting technical responses and responding to vendor inquiries received during the procurement phase.

Task 1.5 Proposal Review and Evaluation. We will provide support during the proposal evaluation process. This will include reviewing proposals and developing a pricing comparison matrix that will allow City staff to consider all proposal offerings thoroughly and to aid in the vendor selection process.

Task 1.6 Vendor Selection. DIXON will assist the City in the vendor selection process, including coordinating vendor interviews and moderating vendor contract negotiations.

Task 1. Deliverables

- Virtual project kickoff.
- Bi-weekly project meetings with ongoing project management and coordination.
- Develop draft specification/RFP documents.
- Virtual meeting to present draft specification/RFP documents to City staff.
- Finalize specification/RFP documents for distribution.
- Develop a schedule for proposal review, evaluation, and vendor selection.
- Review proposals and develop a pricing comparison matrix.
- Coordinate vendor interviews and demonstrations.
- High-level support of vendor selection and contract negotiations.

Cost Proposal

This cost proposal is based on a Time & Materials (T&M) approach. We are adaptive to the City’s needs and will customize our solution to focus on what the City needs to achieve its objectives and to ensure that all deliverables are completed within the agreed-upon budget and timing to suit the City’s evolving priorities. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per City requirements.

DIXON Hourly Rates

The following table provides the hourly rates for all DIXON classification groups:

Classification	Labor Rate Per Hour
Principal-in-Charge	\$245
Principal Consultant	\$225
Senior Associate	\$175
Associate / Data Analyst	\$155
Junior Associate	\$115

Cost Estimate

The total estimated not to exceed costs per Task are detailed below:

Cost Estimate: DIXON Time & Materials Fee		
Task	Description	NTE
1	Solicitation and Procurement Support	
	• Virtual project kickoff.	
	• Bi-weekly project meetings with ongoing project management and coordination.	
	• Develop draft specification/RFP documents.	
	• Virtual meeting to present draft specification/RFP documents to City staff.	
	• Finalize specification/RFP documents for distribution.	
	• Develop a schedule for proposal review, evaluation, and vendor selection.	
	• Review proposals develop pricing comparison matrix.	
	• Coordinate vendor interviews and demonstrations.	
• High-level support of vendor selection and contract negotiations.		
		\$23,160

Total \$23,160