

ORIGINAL
RESOLUTION

RES 16-371_W_112116

**A RESOLUTION APPROVING AN AGREEMENT WITH DIXON RESOURCES UNLIMITED
TO REVIEW REQUIREMENTS FOR A UNIFIED PARKING,
PERMITS, CITATIONS TECHNOLOGY SYSTEM AND DEVELOP A REQUEST FOR PROPOSAL
IN AN AMOUNT NOT TO EXCEED \$59,694.00 AND AUTHORIZING ITS EXECUTION**

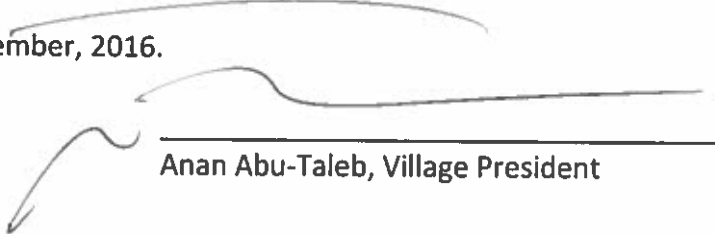
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Agreement with Dixon Resources Unlimited to review requirements for a unified parking, permits, citations technology system and develop a request for proposals in an amount not to exceed \$59,694.00 ("Agreement") is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 21st day of November, 2016 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Button Ott				X
Trustee Lueck	X			
Trustee Salzman	X			
Trustee Tucker	X			

APPROVED this 21st day of November, 2016.


Anan Abu-Taleb, Village President

ATTEST


Teresa Powell, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 28 day of November, 2016, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Dixon Resources Unlimited, a California corporation (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have professional services performed by Consultant to review requirements for a unified parking, permits, citations technology system and develop a request for proposals and other related services (hereinafter referred to as "Project"), pursuant to Consultant's Proposal dated July 22, 2016, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal"), the Village's Request for Proposals dated June 22, 2016, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

1.1. The above recital is incorporated herein as though fully set forth.

2. SERVICES OF CONSULTANT AND TERM OF AGREEMENT.

2.1. Consultant shall provide the services set forth in Consultant's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subconsultants by Consultant to perform any of the Services that are the subject of this Agreement.

2.2. Consultant shall submit to the Village all reports, documents, data, and information set forth in Consultant's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of Consultant's Proposal and the Village's RFP and/or this Agreement, this Agreement and the Village's RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village Manager or the Manager's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Consultant with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, Consultant hereby designates Julie Dixon as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by Consultant. Consultant shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6 The Consultant shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate Consultant for the Services as set forth pursuant to the Consultant's Proposal in an amount not to exceed \$59,694.00. Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an

equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by Consultant shall be furnished without the written authorization of the Village.

3.3. Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include: (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; and (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Agreement; (3) claims of subconsultants, suppliers, or other persons performing Consultants Services; (4) delay in the progress or completion of the Services; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify Consultant of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Consultant under this Agreement.

4. TERM AND TERMINATION.

4.1. This Agreement shall be in effect until the Consultant completes the Services for the Project.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar day's written notice pursuant to Section 18 below of its intent to terminate; and (2) an opportunity for a meeting with the terminating party before termination.

4.3. If this Agreement is terminated by either party, Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by Consultant pursuant to this Agreement.

5. INDEMNIFICATION.

5.1. Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or Consultant, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of Consultant or its subconsultants or their respective employees.

6. INSURANCE.

6.1. Consultant shall at Consultant's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its subconsultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
 - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 2,000,000.00
Personal Injury	\$ 2,000,000.00
 - iii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.
- (B) **Professional Liability:**
- i. Per Claim/Aggregate \$2,000,000.00
 - ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered.
- (C) **Workers' Compensation:**
- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Consultant shall require each subconsultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, Consultant shall provide, and shall cause each subconsultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- (D) **Comprehensive Automobile Liability:**
- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
 - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
- i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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- (F) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies set forth herein

except workers' compensation and professional liability/malpractice. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services.

6.4. Consultant understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. Consultant waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and Consultant.

8. FORCE MAJEURE.

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of Consultant.

10. STANDARD OF CARE.

10.1. Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. Consultant shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one (1) year of completion of Consultant's Services.

10.3. Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by Consultant of the Village's notice. Such confirmation may be in the form of a pdf receipt by the Village, or by actual hand delivery of written notice by the Village to Consultant.

10.4. Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Agreement.

10.6. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subconsultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. Consultant shall have the right to include among Consultant's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Consultant pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to Consultant in the Village's development, promotional and other materials which include Consultant's Work Products.

11.4. Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5

ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Consultant. Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit Consultant from providing services to any other public or private entity or person. In the event that Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another Consultant to provide such Services as the Village deems appropriate.

14. THE VILLAGE'S REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from Consultant, whether or not previously approved, or may recover from Consultant any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of Consultant's Event of Default.

14.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

15. NO COLLUSION.

15.1. Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service or email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Consultant:

Julie Dixon
Dixon Resources Unlimited
3639 Midway Drive, Suite B345
San Diego, California 92110
Email: julie@dixonresourcesunlimited.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event the email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

20. HEADINGS AND TITLES.

20.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

21. COUNTERPARTS; PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

23. BINDING AUTHORITY.

23.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

24. AUTHORIZATIONS.

24.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

25. EQUAL OPPORTUNITY EMPLOYER.

25.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Date: 11/28, 2016

ATTEST


By: Teresa Powell
Its: Village Clerk

Date: 11/28, 2016

DIXON RESOURCES UNLIMITED


By: _____
Its: _____

Date: 12/13, 2016

ATTEST

By: _____
Its: _____

Date: _____, 2016

REVIEWED AND APPROVED
AS TO FORM


NOV 22 2016
LAW DEPARTMENT

Village of Oak Park, IL

Unified Parking, Permits, and Citations Technology

RFP # 16-114 Parking Services

July 22, 2016



DIXON Resources Unlimited
Attn: Julie Dixon
3639 Midway Drive, Suite B345
San Diego, CA 92110-5254
(213) 716-6933

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Cover Letter

July 22, 2016

John Youkhana, Parking and Mobility Services
Village of Oak Park
123 Madison St
Oak Park, IL 60302

3639 Midway Drive, Suite B345
San Diego, CA 92110-5254
213.716.6933
julie@dixonresourcesunlimited.com

Dear Mr. Youkhana,

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal for *Unified Parking, Permits, and Citations Technology – RFP # 16-114*. We believe that our team is uniquely qualified to develop the framework necessary to bring new parking technology to the Village of Oak Park. Our expertise in supporting cities across the United States has been focused on one goal – maximizing parking programs while taking into consideration the unique dynamics and priorities within each city, especially focused on maximizing your parking resources and developing/maximizing your parking technology solution.

DIXON is a small, woman-owned consulting firm which focuses on supporting municipal parking needs. One of our key business objectives is to support our clients with the development of their customized parking roadmap and, most critically, defining their current and future parking needs. Our specific areas of expertise include on-street and off-street parking, technology solutions, stakeholder engagement, operation plans and policy development for growing towns and cities. Our experience and resources have a proven track record of identifying management, operational and technology improvements that have assisted cities in evolving their parking programs into sustainable, cost-effective entities while avoiding any deterrent to the Village's appeal.

We have extensive experience designing customized, comprehensive parking programs that supports both the current and future demands. We have worked with a variety of municipalities to assess their existing infrastructure and operation in order to identify an incremental plan for updating, replacing and integrating parking technology solutions. We have the understanding, approach and resources that will make this effort seamless for the Village of Oak Park and will result in yielding the necessary information to help in developing the parking strategies that are required to meet the Village's goals.

With DIXON, there are no 'cookie-cutter' parking models. Your community and the impacts of parking are unique to the area in which you live. We will identify your current and future parking needs while providing recommendations and suggestions based on both key stakeholder feedback and the projected parking needs for the areas identified within the RFP. Additionally, we will submit a comprehensive implementation plan that outlines the technology and operational considerations to advance and

enhance the Oak Park parking solution along with the associated projected costs for the short and long term. Unlike other consulting firms, our background is operations and system integration. With your support, DIXON will develop a detailed implementation plan, including specification development for solicitations, that can be used to support the current parking operation and provide a guideline for the future.

We are passionate about delivering exceptional service and believe that we must strive to reach a higher level of performance. We believe this is important for the following reasons:

Our Commitment. We are a committed team and the work we do is important to the communities in which we live and work and being exceptional enables our customers to achieve success and realize their goals and initiatives.

Our Flexibility. DIXON Resources Unlimited is technology agnostic; we can provide recommendations based upon your needs. We have the opportunity to provide the Village of Oak Park with the most recent parking solutions and technology recommendations available, regardless of vendor.

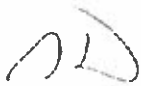
Our Belief. We believe a job worth doing is a job worth doing incredibly well. The extra energy required to be exceptional is the way that we conduct our business.

Our experience and resources have a proven track record of providing recommendations to municipalities that have been successfully implemented, including the Cities of Seattle, Dallas, Sausalito and Newport Beach. DIXON Resources Unlimited is committed to attaining results and achieving your goals while delivering a level of service that will exceed your expectations.

The primary contact for this project will be Julie Dixon as the Principal Consultant. She is authorized to represent the company in any negotiations and sign any resulting contract.

We are a consulting firm whose business is derived from providing operational and technology support services to municipalities throughout the United States. DIXON will complete this assessment and provide the deliverables within the specified timeframe and we have availability to begin upon receipt of a Notice to Proceed. We look forward to supporting the Village of Oak Park in developing and implementing an advanced, user-friendly and integrated parking management solution that will adapt to the Village's evolving needs. Our proposal is valid for 90 days.

Sincerely,



Julie Dixon, President
DIXON Resources Unlimited

Firm Profile

With over 25 years of parking and transportation management experience, Julie Dixon founded Dixon Resources Unlimited (DIXON) with the direct goal of supporting municipal parking programs. We like to consider ourselves to be the “Parking Coach” because we offer best in class municipal parking solutions across a broad spectrum, including:

Overall Parking Management	Best Practice Comparisons	Comprehensive Parking Studies
Stakeholder Engagement	Financial Reporting	Officer Training Programs
Technology/Automation	Revenue Reconciliations	Procurement / Solicitations
Monetization Modeling	Integrated Solutions	Vendor/Contract Management

Based upon industry awareness and familiarity of parking technology and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our familiarity with parking processes, policy and overall technology and service solutions will provide a direct benefit to this project. DIXON has directly supported municipalities throughout the United States, developing extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. We have been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement and adjudication processes.

DIXON has garnered an impressive client list delivering results that are tailored to each municipality’s needs including the following cities:

AK Juneau	CA Oakland	NC Hendersonville
CA Alameda	CA Ontario Convention Center	NJ Atlantic City
CA Beverly Hills	CA Palo Alto	NM Albuquerque
CA Downey	CA Pasadena	NV Reno
CA Livermore	CA San Francisco	OR Portland
CA Los Angeles (DOT / Parks & Rec)	CA Sausalito	TX Dallas
CA Napa	HI Maui	UT Salt Lake City
CA National City	ID Boise	
CA Newport Beach	MI Ann Arbor	

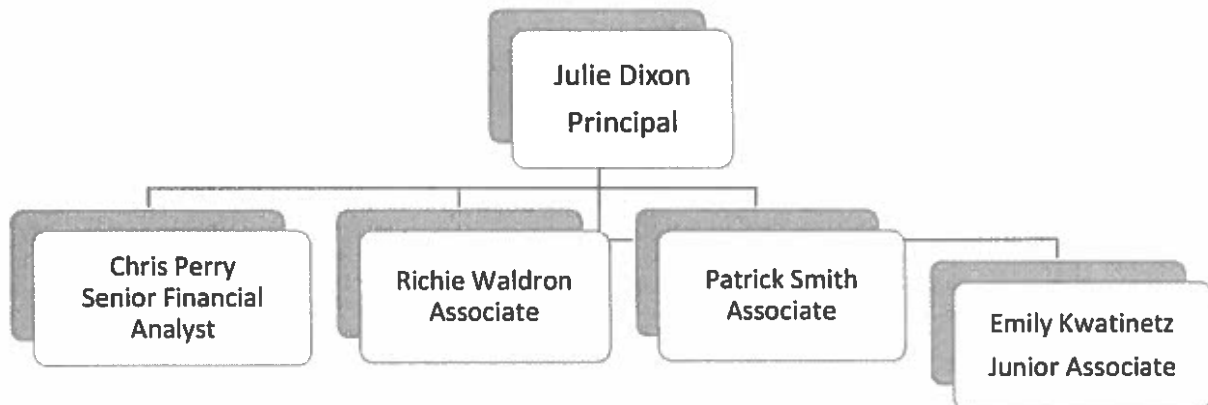
Unlike most parking consultants, our background is parking operations, enforcement and technology. Each engagement with a municipality benefits from our combination of a fresh approach to the existing parking operation and years of experience within the parking and transportation industries. Unlike some of the larger consulting firms, we don't apply a cookie-cutter approach to our client projects which might include a "copy and paste" methodology and a list of generic recommendations. We will deliver specific, actionable recommendations and deliverables that will provide the Village with the best approach specific to Oak Park. Whether conducting research, evaluating best practices, or assessing ideal software solutions, DIXON brings a vast library of resources and expertise to our clients and we are adaptive to your evolving needs.

Prior to her work at DIXON, since 2007, Julie's primary focus was the ongoing support and development for two of the largest parking programs in the country, the City of Los Angeles and the City and County of San Francisco, and for one of the most successful customer service-based parking enforcement programs, the City of West Hollywood. As a result, DIXON has become recognized as industry experts in municipal parking solutions, primarily due to Julie's direct involvement in the aforementioned programs and the internationally-recognized *SFpark* program: the first parking project in the US to evaluate on-and off-street parking technology and policies and their direct impact on congestion mitigation.

Municipalities have recognized the knowledge and resources that we can provide. Our exposure to other parking programs will provide an immediate impact on our best practices reviews. We make a very strategic plan to schedule on- and off-site meetings in coordination with the Village to ensure that each aspect of the project is managed seamlessly. Our clients have appreciated our Time & Materials (T&M) approach to ensure that the projects are managed in the most cost-effective and efficient manner. Our Cost Proposals include Not-To-Exceed amounts for each phase of the project and we will deliver within that budget, customizing our solution to focus on what the Village needs to achieve its objectives and adapting in order to ensure that the project is completed within the agreed upon budget and timing.

Dixon Resources Unlimited is a small (less than 10 employees) company and our name includes Unlimited because there is no limit to the parking support services that we provide. We treasure our clients and we always deliver on our commitments. Each of our current municipal contracts has been extended and expanded beyond the original scope of work due to the positive impact that the DIXON project deliverables have had upon their parking programs and the professional level of service provided. We have delivered all of our projects under budget and on time with a concentration on delivering a customized set of recommendations. Our clients will tell you that we are small but we leave a powerful impression and our parking expertise and understanding of solutions offer an innovative and cost-savings perspective. We believe in and stand behind the work that we do.

Project Team & Resumes



JULIE DIXON – Principal Consultant



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 25 years of experience in parking and transportation management, Julie built her firm to provide ‘best in class’ municipal parking solutions across a broad spectrum of areas including operations management, technology, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement and integrated solutions. Since its inception in 2012, DIXON has garnered an impressive client list.

PROFESSIONAL EXPERIENCE

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff’s Department. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs, including both the City and County of Los Angeles Automated Enforcement Programs, the City and County of San Francisco Parking Meter Counting, Collections and Management System and the City of Los Angeles Parking Meter Collections Program.

She has been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement and adjudication processes and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Our relevant experience includes Julie's direct involvement with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally-recognized *SFpark* program. *SFpark* was the first parking project in the United States to evaluate both on-and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, *SFpark* successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations and technology integration/implementation oversight. This extensive experience will bring a direct benefit to the Department.

In addition, beginning in 2007, Julie supported two of the largest U.S. parking programs; the City of Los Angeles and the City and County of San Francisco, and the customer-service-based parking enforcement program for the City of West Hollywood. Julie has been engaged in all levels of the parking programs, including the collection and reconciliation for more than \$80M in annual parking meter revenue with a reconciliation rate consistently over 99.99%. Accustomed to a mixture of technologies, both old and new, she supported the extensive documentation and procedures necessary to be accountable for and manage over 60,000 parking meters in Los Angeles and San Francisco.

Considering the volume of collections and revenue counted, Julie has faced multiple security issues and revenue anomalies. Each municipality is unique, but she knows what to look for and how to outline a program that recognizes irregularities or variances as a standard practice. Regardless of project size, documentation, procedure and accountability are the keys to successful revenue and enforcement program and the lessons learned from these programs can be adapted for the needs of the Department.

One of DIXON's primary business objectives is to define and recommend the parking technology roadmap for the municipalities that we support which is consistent with the overall objectives of the RFP. Since founding DIXON in 2012, Julie has been focused on coaching municipalities through the operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled the "Parking Coach." Each municipality is unique, but she knows what to look for and how to outline a program that recognizes irregularities or variances as a standard practice. You won't find another consultant that had a more well-rounded and operational understanding of the Village of Oak Park's needs.

RICHIE WALDRON – Associate



As an Associate Consultant, Richie brings over 15 years of transportation, logistics, and operations experience to the DIXON team. Richie is a very experienced and accomplished operations manager with significant experience working on high-profile parking and traffic operations contracts across the USA. Richie recently completed a parking study for Atlantic City, NJ and supported detailed analysis and recommendations for our parking demand evaluations for National City and Palo Alto, CA. In addition, Richie is developing the specification for alternative parking solutions for the City of Anaheim, CA.

PROFESSIONAL EXPERIENCE

Richie served for four years as the Program Manager for the Los Angeles Parking Meter Collections contract. This contract covered a 500 square mile collection area containing 36,000 single space and 250 multi-space parking meters. Richie was responsible for managing more than forty employees supporting this contract and was the primary point of contact for the Los Angeles Department of Transportation (LADOT). Richie managed all day-to-day operations and was heavily involved in optimizing routes, which lead to a significant reduction in operating costs for LADOT. In his first three years, Richie reduced staff turnover by 29% by improving employee morale and engagement.

Richie left Los Angeles in 2013 to work as a senior manager on a statewide Virginia Department of Transportation (VDOT) Intelligent Transportation Systems (ITS) contract. He spent one and a half years as the statewide manager for Supply Chain and Subcontracts. He managed all asset management, procurement, distribution, warehousing and subcontractor/ small business administration for the contract. He successfully implemented a new asset management system which allowed the entire statewide ITS inventory to be managed on one consolidated system along with life-cycle management. Richie also authored several statewide plans and SOP's now utilized by the state government. He also introduced structured inventory audit and accountancy procedures utilized by all five transportation regions across the Commonwealth of Virginia.

Prior to working for DIXON, Richie was promoted to the position of Deputy Regional Manager for VDOT Central Region. He was responsible for a Traffic Operations Center, Safety Service Patrol operation and all ITS maintenance for the region. This 24/7 operation is vital to motorists traveling the I-95 corridor or within the central Virginia area. Richie worked closely with VDOT regional management and was line manager to a supporting staff of over fifty employees, including two managers and nine supervisors.

Richie is a military veteran who has worked all over the world throughout both his military and civilian career, including Europe, the Middle East and North America. He develops great working relationships with clients through transparency and excellent communication. Richie has cross-trained and has

experience working with the City of San Francisco Parking Meter Collections and Counting and West Hollywood Parking Enforcement Operations. Richie is a proven, enthusiastic, and highly motivated individual and his organized and logical approach to management ensures operational success.

Richie holds Level 2 Support certifications with two of the industry's main parking meter technology providers, Duncan and IPS. He is a Six Sigma Lean Black Belt Professional and also a member of the Project Management Institute; working toward completion of his Project Management Professional (PMP) certification. Richie will be designated as the DIXON project manager for Oak Park.

CHRISTOPHER PERRY – Senior Financial Analyst



Christopher is a Senior Financial Analyst with DIXON Resources Unlimited focused on providing clients with insight into the financial operations of their parking system. By gaining a thorough understanding of the stakeholder's objectives and through a detailed analysis of the financial operations, Chris is able to assist municipalities to maximize the financial value of their parking system. For this project, Chris will research the various funding strategies and he will develop the financial analysis spreadsheet that will become an interactive forecasting tool for the Village of Oak Park.

PROFESSIONAL EXPERIENCE

Chris is a proven performer with experience in Finance, Operational, Marketing, and Strategic management within the Transportation, Financial Services, and Communications industries. He has a consistent track record of growing both top and bottoms lines via operational improvements, financial management, cost controls, and efficiency improvements. His ability to drive collaboration, identify opportunities, and execute strategic initiatives is a valuable asset to any project.

Chris' tenure in the parking industry dates back to 2009 where he served as CFO for Parkeon, Inc. During his tenure at Parkeon, he was instrumental in the successful delivery of projects such as: Seattle (2,200 pay stations); Austin, TX (750 pay stations); New York City (over 10,000 pay stations); Washington DC (600 pay stations); and Miami (600 pay stations). Chris also created various financing programs providing municipalities with low cost access to project capital. These programs created opportunities for municipalities to enhance their parking systems and unlock the hidden value within the asset without the need for upfront capital. In addition to the above, Chris reorganized the customer service team to provide increased focus on the customer.

Mostly recently, Chris was VP of Indirect Channels & Partners at IPS Group, Inc. At IPS, Chris was tasked with developing strategic partnerships and distribution throughout North America. In addition, Chris was a key part of the commercial team and was called on to provide financial analysis and financing solutions

to the IPS client base. Through these efforts, IPS successfully delivered projects in Burlington, VT and Blacksburg, VA and provided financial analysis and recommendations to various potential clients.

Prior to his time in the parking industry, Chris worked a Controller for a transportation company and as Lead Analyst for a large mortgage bank. Chris is based in New Jersey and will be a primary support resource for this project.

PATRICK SMITH – Associate



Patrick Smith is an Associate Consultant providing a level of quality assurance to all of the Dixon Resources Unlimited projects. In addition to Project Management Support, Patrick provides the exploratory data analysis, report development and quality assurance needed to ensure client delivery of services and project deliverables.

PROFESSIONAL EXPERIENCE

Patrick began his career with DIXON supporting the Beverly Hills Parking Destination Study, developing policy recommendations for the City followed by his support of the Business Triangle Disabled Placard Study. Currently, Patrick is supporting the City of Albuquerque Parking Study which includes both the coordination and solicitation of key community stakeholder feedback and on operational assessment of on and off street parking assets and technology. The first phase of Albuquerque includes transitioning to an automated garage solution, removing the traditional attendant supported facility. The next phase of recommendations will include additional, similar automation at other parking facilities along with developing Wayfinding solutions that will incorporate the INNOVATE ABQ project objectives. In addition, Patrick is currently a project manager on a comprehensive parking study for the Salt Lake City, coordinating all field surveys and occupancy studies.

Patrick coordinates the parking operation for the City of Sausalito. DIXON began this project by developing and managing the Parking Technology Request for Information and field pilot which included managing equipment trials from six different technology vendors. In addition to the pilot, this was a critical community engagement project that required DIXON to be actively involved and managing community involvement and participation throughout the pilot. The technology pilot has concluded and DIXON negotiated the successful vendor contract and implementation. Since July 2015, the City has retained DIXON to provide ongoing parking management support for the entire parking operation.

More recently, Patrick has assumed lead on a project DIXON has undertaken with the Los Angeles Department of Recreation and Parks. Patrick is the project manager that will lead the implementation and reconfiguration of the Parks parking and transportation operations within Griffith Park. DIXON has sub-contracted a traffic engineering firm, environmental engineering firm and wayfinding company to assist

in establishing the guidelines and recommendations necessary to implement a paid parking solution, a shuttle program and traffic circulation alternatives throughout the Park's roadways.

Patrick received his M.A., Applied Sociology with a focus in statistics and quantitative methodology. Throughout his studies, he has managed numerous field studies as well as data analysis and evaluation projects that bring both qualitative and quantitative perspectives and knowledge to the DIXON mission. Prior to his degree, Patrick worked in transportation and logistics focusing on design and implementation of operational processes to handle the transportation of Coca-Cola's point-of-sale network. Following his degree, Patrick worked as the Marketing Coordinator for IPS Group, Inc., a leader in the parking solution industry, overseeing all proposals from local governments and municipalities. This experience has provided a tremendous baseline understanding for parking technology impacts and the overall lessons learned from parking project implementations, including strategies regarding community engagement.

DIXON recruited Patrick while at the 2014 Intertraffic Conference where they initially met while assessing the global developments and impacts of Intelligent Transportation System (ITS) as they relate to parking. Since then, DIXON has come to rely upon Patrick's expertise and analytic approach to help our clients address and resolve their parking challenges.

EMILY KWATINETZ – Junior Associate



Emily Kwatinetz is a Junior Associate Consultant who provides project support, data analysis, and project coordination for the DIXON team. Emily recently graduated cum laude from UC San Diego with a B.A. in Urban Studies and Planning and a minor in Political Science.

PROFESSIONAL EXPERIENCE

Although a recent member of the team, Emily has already assisted on several projects. These have included working on parking studies for National City and Riverside. With National City Emily utilized her educational background in urban planning to help collate information to be used in our final recommendations report.

Relevant Experience & Skills

DIXON provide comprehensive parking studies and strategic consulting for a growing number of cities with key highlights as follows:



Dallas, TX

Review of Meter Operation & Parking Management Information System

Dec 2014 - Current

City of Dallas

Dallas Police Department selected Dixon Resources Unlimited (DIXON) to support their efforts to maximize operational performance and minimize costs to operate and maintain the City of Dallas parking operation. DIXON has supported the City Departments in their multi-step effort to modernize the public parking program.

DIXON developed a comprehensive, modular parking management Request for Proposal (RFP) that incorporated the scope of work, performance requirements and evaluation criteria for citation processing, permit management, delinquent collections, on street parking operations, including meter maintenance and revenue reconciliation, off street lot support and overall system integration. The RFP was an alternative approach to parking management support and when the RFP was issued in Summer 2015, the City was pleased with the number of proposal responses submitted. Once vendor selection was completed by the City selection panel, DIXON was engaged to assist in the contract negotiations for the four (4) primary vendors that were selected to support the Dallas parking operation.

The City solicited DIXON to provide ongoing project management and oversight of the implementation and transition from the incumbent to the various vendor operations. Recently, DIXON hosted a project kick-off meeting in Dallas with all participating vendors and we are on schedule to transition the entire parking operation and technology integration in less than 60 days.

Donzell Gipson, Assistant Director Police Department, City of Dallas, TX

1400 S Lamar St,

Dallas, TX 75215

(214) 671-3938, donzell.gipson@dpd.ci.dallas.tx.us



Los Angeles Department of Transportation, CA
City of Los Angeles Parking Meter Counting & Collections
June 2015 – Current

The Los Angeles Department of Transportation (LADOT) manages 40,000 on-street and off-street public metered parking spaces, covering a 500 square mile area. In partnership with Standard Parking (SP+), Dixon Resources Unlimited (DIXON) was contracted by the City of Los Angeles to support the collection, counting and reconciliation of the parking meter program. DIXON provides the implementation support for the contract deliverables and is responsible for providing a proprietary software technology solution which optimizes and will enhance the current parking meter operational processes. The implementation of the contract included procuring quotes for updating the security and equipment infrastructure of the facility along with overseeing purchasing and customization of the collection vehicles and equipment.

DIXON developed the overall design and is managing the remodel of the existing LADOT coin counting facility. By implementing a customized design tailored to LADOT operations, DIXON created a more efficient, user-friendly ergonomic design along with superior technology. Security was also reviewed and upgrades were made throughout the facility. Additionally, DIXON has developed an enterprise wide maintenance, collection and asset tracking software system that was designed and customized for municipal parking and transportation programs. It is a management solution that provides remote field access, low cost data entry and accessible records management while also integrating the infrastructure into a single point of contact – one location for reporting and management of the operation. This software will be used to provide the highest level of route optimization, report reconciliation and security to the City. DIXON is responsible for every component of the roll-out and operation of the software as well as any necessary ongoing support.

Ken Hustings, Senior Transportation Engineer, City of Los Angeles, CA
100 S. Main St. 10th Floor
Los Angeles, CA 90012
(213) 473-8276, ken.husting@lacity.org



Sausalito, CA
Parking Operations Support Services
July 2014 - Current

The City of Sausalito is a very popular California tourist destination right across the Golden Gate Bridge from San Francisco. Parking availability and traffic congestion are impacted throughout the City. In July 2014, the City retained DIXON to provide an initial assessment of the Sausalito parking technology solution followed by the development of a Request for Information to solicit alternative parking technology solutions for the City. Due to our familiarity with parking processes, policy and overall service solutions, the City recognized DIXON as a direct and immediate benefit to their parking program.

DIXON worked with key City staff to prioritize and discuss objectives, tasks and project goals, DIXON began vendor outreach to further explore the impacts of the some of the issues facing the City of Sausalito and their waterfront location. Throughout the remainder of the summer, DIXON coordinated vendor site visits in order to provide technology assessment that could be installed with the City without operational impacts. DIXON also completed a thorough field walkthrough with City staff that included site visits to each meter location. Additionally, the parking staff was interviewed, including permitting and enforcement. These stakeholder visits identified the list of issues which were prioritized based upon the overall project goals.

In early Fall 2014, DIXON drafted and issued a Request for Information (RFI) on behalf of the City which resulted in a review of the vendor responses. Based upon previous experiences with parking vendors, the City opted to host a parking technology pilot. DIXON coordinated a head-to-head evaluation of parking pay station technology within a tourist-popular parking location in the heart of Downtown Sausalito. DIXON was responsible for managing the pilot, including stakeholder/community feedback, monitoring/reporting vendor performance and providing weekly reports, including presentations to City Council.

The technology pilot concluded at the end of March 2015 and resulted in a City-wide infrastructure replacement. Coinciding with the technology pilot, DIXON also supported the City with the expansion of services for their parking citation provider, including enforcement handheld evaluations and upgrades. As a result of our efforts, the City of Sausalito retained DIXON to provide ongoing oversight and parking management support for the overall parking program. Sausalito is a great example of the Parking Coach services provided by DIXON Resources Unlimited. The City of Sausalito calls upon DIXON to assist with all of their parking support needs.



DIXON recently met with the Police Chief and City Manager's office regarding the next steps for the Sausalito parking operation. The City has requested that DIXON proceed with implementing the next phase of the Sausalito parking technology roadmap including an integrated digital permitting program, automated valet tracking, a merchant validation program, signage audit and the final implementation of a residential parking card.

Stacie Gregory, Lieutenant, Police Department, City of Sausalito, CA
29 Caledonia Street
Sausalito, CA 94965
(415) 289-4188 sgregory@ci.sausalito.ca.us

Project Understanding

Our company is familiar with the growth and development of small to mid-sized towns and cities and the impact parking has within the community. DIXON Resources Unlimited will create a plan to *coach* the Village on their parking plan that will incorporate both the larger area transportation management plan along with the recommendations for complete the parking management solution.

We will develop a comprehensive City-wide parking program for both on and off street parking management which will include an assessment of the current organization, specifically parking enforcement, and resources along with an analysis of future needs and an outline of recommended services and technologies to evaluate. DIXON will review existing parking policies and introduce updates and enhancements. On site assessment will include an evaluation of future needs, including the potential for parking structures or additional parking needs for current and upcoming development projects.

Recommendations to modify and develop parking policies and improve infrastructure that will help ensure an efficient parking management program that supports the short and long term plans for the Village and the surrounding region.

Based upon the proposed scope of work, the assessment and recommendations will help achieve the following objectives for the region:

- Evaluate the existing conditions
- Identify opportunities to optimize the existing parking infrastructure
- Develop a needs assessment & cost analysis incorporating short & long term priorities
- Outline technology recommendations with estimated costs & integration requirements
- Develop a comprehensive implementation plan that incorporates sustainability, innovation and scalability to provide accessibility, efficiency and convenient parking solutions

The DIXON approach to the project will start with clarifying the Village's objectives (short-, medium- and long-term) and then developing a parking roadmap considering the end user experience, with long-term planning, technology refresh and an incremental investment. This will be a phased approach which is consistent with our company's primary objectives.

Proposed Project Approach

Our team will be with the Village every step of the way and will make a priority of:

- Developing a customized program that addresses the ongoing and future needs of the Village of Oak Park
- Developing an open & transparent relationship with stakeholders; with ongoing review of commentary, data & feedback
- Attending and participating in project meetings and council meetings, as needed

Dixon Resources Unlimited will develop an Assessment and Recommendations Report (the Final Report) tailored specifically for the Village of Oak Park. This plan (or roadmap) will make it possible to manage, track and visualize parking operations. The Recommendations Report will focus on five functional areas for parking improvements:

- Financial Analysis
- Operations
- Asset Management
- Workforce Management
- Maintenance

Each of these functional areas will provide a critical foundation for the development and future planning for the Village's parking solution. An integral component of this foundation is to implement a decision support system that provides the Village with a robust and reliable plan that provides modularity and flexible solutions that can grow and expand with the Town's evolving needs.

Project Management will be a critical part of this project and is a key focus of the DIXON Team approach. Our scope of work includes the following service features:

1. **Parking Steering Committee Meetings.** Meetings with the Parking Steering Committee (participating members to be identified by the Village of Oak Park) will take place throughout the assessment process to help guide the interpretation of the resulting recommendations. In coordination with the Village project team, DIXON will host regularly scheduled Parking Steering Committee meetings throughout the project both via teleconference and in person during our site visits to Oak Park.

2. **Kick-Off Meeting.** The kick-off meeting will include the DIXON Team and the Parking Steering Committee. The meeting introduces the project team and each member's role in preparing the plan. This meeting will allow the team to review the approach to the project, make any final adjustments to the scope, obtain background and local agency culture and history, and allow for any adjustments or impacts to the schedule. In addition, refining the approach with the stakeholders will be completed in advance of the stakeholder's meetings. DIXON will prepare and distribute an agenda and minutes for the kick-off meeting.
 - a. **Initial Findings Discussion.** Presentation of an initial findings report and citing of critical issues. DIXON will prepare and distribute an agenda and minutes for this meeting.
 - b. **Preliminary Recommendations Discussion.** Presentation of preliminary recommendations, which may be attended by invited stakeholders. DIXON will prepare and distribute an agenda and minutes for this meeting.
3. **Project Update Meetings.** Beyond the Project Kick-off Meeting, DIXON will hold bi-weekly project management conference calls with the Village's designated project manager to provide an update on the status of the work effort and work through any issues. DIXON will prepare and distribute minutes for each meeting.

Phase 1 – Current System Review and Analysis

Parking is the first and last experience for the majority of patrons visiting most cities. In many cases, the overall perception of your Village by tourists and residents alike can be defined by their parking experience while there. Effective parking programs can aid in the positive representation of your city as a whole. The need for a consistent, effective and adaptable parking strategy is imperative.

When determining a parking strategy, there are multiple factors that must be considered. DIXON will engage the Project Committee (PC) to create a *parking vision* for the Village of Oak Park. Once the vision is outlined, DIXON will customize the details of the various parking strategies and ensure that the solutions are tailored to the Village of Oak Park and the overall parking objectives.

As a parking consultant team, DIXON's understanding and experience with parking solutions, technology, vendors, integration and overall operational strategy is unmatched in the industry.

Many people have heard about *SFpark*, the first federally funded congestion project specifically for on and off street parking, but most don't realize that Julie Dixon (Owner/Founder of DIXON) was the project director responsible for the management and oversight of the vendor solicitations, product installations

and field trials for the *SFpark* project. As one of the key case studies from the FHWA Parking Pricing Primer, DIXON brings this direct, firsthand experience and understanding of parking strategies to the Village of Oak Park. *SFpark* coupled with our diverse, nationwide clientele will provide significant value to the Village. Since *SFpark*, the DIXON Team stays relevant by engaging new vendor solutions and weekly product demonstration to ensure that we have the most recent and relevant understanding of parking technology resources. This is how we can tailor each and every strategy specifically to the Village of Oak Park.

One of the advantages of being a smaller firm is our ability to adapt to the ever growing needs of our clients. As a result of our recommendations, our clients have begun to request our operational support with implementation and vendor management issues. By providing municipal operational oversight support services, it has allowed DIXON the hands-on experience and ongoing understanding of the day-to-day impacts of the most recent parking strategies. We are currently working with the City of Sausalito, CA to provide the parking management support and oversight for their parking program. Over the last 18 months, DIXON has updated the on and off-street meter infrastructure, implemented a mobile payment service and introduced the most advanced handheld technology currently available. We are currently managing a trial with a license plate recognition (LPR) vendor that will lead into the next phase of the parking technology roadmap – digital permitting for residential parking.

As a result of our efforts with Sausalito and other similar projects, DIXON has developed a reputation with municipalities, vendors, and other consulting firms as parking technology specialists. This has led to a number of projects specifically focused on advanced parking strategies. For instance, DIXON recently completed a project for the City of Livermore, CA as a sub-consultant for Nelson\Nygaard. DIXON developed a parking technology memorandum (Image 4) that included; parking technology strategies, a comparable cities analysis, technology specific recommendations and a 10-year cost and revenue analysis for the recommended technologies. The Livermore memorandum included in-depth reviews and associated costs pertaining to the following: paid parking options (single-space and multi-space), pay by phone, license plate recognition technology (fixed, vehicle mounted and on enforcement handhelds), permit management systems and parking guidance systems along with the infrastructure and integrated online applications needed to support them. We have also recently completed a support agreement with



Image 4: Parking Technology
Memorandum

another consulting firm (Watry Design) for a project with the Port of Santa Cruz, CA and DIXON provided alternative parking strategies and technology recommendations. We also analyzed the effects these changes to technology will have on the City's current staffing and related financial projections.

DIXON has also been responsible for developing parking procurement specifications for major municipalities throughout the US, including Seattle, Portland, Reno, San Francisco, Oakland, Newport Beach, Anaheim and Dallas. The opportunity to draft technical and service specifications provides DIXON another opportunity to analyze the granular details of how many parking strategies can be customized for the specific needs of the Village.

For the City of Dallas, DIXON was able to successfully develop a modular, component-based Request for Competitive Sealed Proposal (RFCSP). The RFCSP included Citation Management, Delinquent Collections, Parking Meter Collections, Counting & Reconciliation, Meter Maintenance, Parking Lot Maintenance, Mobile Payment, GIS Mapping as well as an overall integrator section to bring all components together. This innovative approach will allow the City the flexibility to truly select the best in class vendor for each component. DIXON is now working with the City of Dallas on a second phase where we are managing the implementation and transition for the new vendors on behalf of the City. In this oversight role we are working with each vendor to ensure the project is transitioned and implemented within 60 days including the technology implementation and software integration.

While there may be parking trends across the country, the Village of Oak Park has its own set of unique parking challenges that must be carefully considered as we research and outline the various parking strategies. This can pose unique parking related issues for both the local community and the temporary visitor. DIXON will work to incorporate these challenges into the overall parking strategy recommendation for the Village and ensure that any other relevant needs.

Cost Analysis

When recommending any new system, cost is a significant factor. We will ensure that any technology recommended fits within the Village's budget. DIXON can also assist the Village to solicit funding strategies to help finance any new equipment.

A well designed parking system is a tremendous asset for a municipality. Along with the operational benefits derived from it, a parking system can also be a source of residual cash flows. As described in the FHWA Parking Pricing Primer, these parking revenues or cash flows, if invested/managed properly, can improve current parking options as well as alternative transportation options for those utilizing them.

A proper financial analysis must consider the funding mechanism, the life-cycle of the equipment/software, as well as the objectives of the municipality. Designing a system independently of the parking regulations and municipal objectives will lead to an inefficient and possibly counter-productive structure. Through our stakeholder engagement, we will work to define these rules and objectives and recommend a design that supports the long-term mission. A thorough understanding of the key performance indicators (KPIs), the demographics of the parking public, and the financial objectives of the municipality are integral parts in the development of the cost analysis. Additionally, a strong emphasis will be put on future technology its potential effects on the forecast. For example, as software solutions continue to evolve and allow for integration of multiple platforms throughout a Village's parking system, hardware solutions may begin to become obsolete. These key drivers will be included in the financial forecast so that the Village can examine the impact that distinct decisions/options have on the financial value of the parking asset.

Recommendations Report

Through our work on this project, DIXON will engage with Village of Oak Park staff and stakeholders at all levels. We will look at your current parking management structure and make recommendations within our final report to ensure that you have an efficient and effective organization. Not only for present, but adaptable in the future as the Village continues to grow.

All of our findings will be written initially into a Draft Assessment and Recommendations Report, then converted into a Final Recommendations Report once the Village has had adequate time to review. Along with our recommendations we shall include a strategic parking management action plan with specific goals and action plans for immediate (6 months to 1-2 years), short-term (3-5 years), and long-term (6-10 years). The Recommendations Report will consist of the initial review of the existing system and infrastructure, identification of any opportunities for optimization, a technology roadmap including recommendations and cost analysis for short and long term goals. The consideration of alternative solutions along with the cost impacts and feasibility of implementation will be incorporated with any viable parking solutions that can have an impact on the potential growth of the region.

DIXON will present the findings and recommendations to the Village and will be prepared to answer questions and support staff throughout the process. Upon acceptance and approval from the Village, DIXON will be prepared to proceed with Phase 2.

Phase 2 – Recommendation of System(s)

From our work in Phase 1, DIXON will utilize the initial findings and proceed with the technology recommendations to provide the Village with a robust parking operation capable of providing the needs and specifications of Oak Park.

DIXON will evaluate available and cost-effective parking technology solutions that can directly benefit the Village of Oak Park. Technology will not only streamline operations but can help generate additional parking revenues for the Town. DIXON is technology agnostic and has familiarity and experience with all the latest technology available within the parking industry. We have not only identified technologies for agencies through comprehensive parking studies but also led implementations and pilot programs of technologies for small and large cities alike. An example of this is in Los Angeles, CA where DIXON is the Technology Implementation Manager for the Los Angeles Department of Transportation parking meter and collections contract.

Technology Demonstration and Pilots

Under this second phase of the project DIXON will arrange for a “demo day” where recommended technology from various vendors can be brought to the Village so that they can be locally viewed by all appropriate stakeholders. Oak Park will also have the opportunity to speak with the vendors and ask questions about their products.

Once technology has been narrowed down and there are specific vendors identified, DIXON will arrange pilot programs so the Village can assess the performance of the technology in the local environment – before making any long-term or binding financial decisions. This ensures that the Village is getting the right technology for long-term use.

DIXON will liaise with vendor(s) to establish these pilots at convenient times for the Village. During the pilots DIXON will continuously monitor the performance of the technology and hold weekly or bi-weekly status meetings with the Village. Within our pricing we have budgeted for two extended on-site visits during the pilot period. This can be adjusted according to the needs of the Village.

DIXON has conducted pilots for other similar sized agencies across the USA. A recent example being the City of Sausalito, CA. Where in the past year DIXON helped the City establish pilot programs for multi space meters and LPR technology. These pilots programs provided great information for the City. We have since assisted the Sausalito with the implementation of this technology and still work with them on a regular and on-going basis as their “off-site parking manager”.

Technology Specifications

DIXON will help the Village draft specifications for parking management systems and equipment contracts for acquisition, implementation and maintenance – as relates to the Village of Oak Park's parking operation. Not only will we create draft solicitations, by DIXON will work alongside the Village for the entire procurement process, including reviewing responses from proposers and helping the Village make recommendations.

DIXON is very experienced with drafting specifications and assisting agencies with reviewing vendor responses. Recent examples include Newport Beach CA, Dallas TX and Anaheim CA. With the City of Dallas DIXON played a large role in reviewing all of the responses to a complex modular RFP for the entire City parking operation. In addition to physically reviewing the responses and providing feedback, we assisted the City of Dallas' Attorney's Office in vetting the bidders and establishing the new vendor contracts.

Most recently, for the City of Anaheim DIXON just completed creating a draft RFP for the City's residential parking permit program. This RFP is due to go out to bid soon and DIXON will play a further role with assisting the City in reviewing the responses once the solicitation is closed.

Implementation Plan and Schedule

DIXON will develop a detailed implementation plan and schedule. These documents will identify any resources required by the Village along with a training schedule and list of requirements for any new system(s) and technology.

Phase 3 – Managing the Installation, Implementation and Training of the System

Once all the appropriate procurement processes are complete DIXON will work on the installation and implementation of any new systems and technology. The first stage will be to do a thorough review of our implementation schedule and plan which was created in phase 2. Once these documents have been reviewed, updated and approved we will work on proceeding with the installation per the agreed schedule.

DIXON has extensive experience with implementing parking technology. Most notably with one of the biggest on-street parking agencies in the world – Los Angeles Department of Transportation. DIXON is in an implementation manager role as a subcontractor for SP+. We have been working on implementing on-street parking collection technology and managing the design and retrofit of the department's coin counting facility. We have also providing the ongoing project management and oversight for the installation and ongoing management of over 25,000 single space parking meters for the City of San Francisco as a subcontractor to IPS Group.

We have an experienced team with extensive experience managing implementations and transitions of both small and large (state-wide) private sector and government projects. We know that issues can arise when bringing in new technology, but ensure we have steps to help mitigate any issues. Such as running status meetings with all appropriate parties and ensuring strong project management throughout the phase.

Our goal will be to make this transition period as seamless as possible for the Village and your residents. We will ensure that we minimize any office disruptions and cause inconvenience to Village staff. By establishing pilot programs for technology in phase 2, it should greatly ease the transition burden. With the Village knowing that the technology has already been tested in the local environment.

As new technology is brought in and installed, DIXON will arrange for the old equipment to be disposed or surplus per Village requirements.

Training

As with any new technology it is important that staff are adequately trained. DIXON will take the lead in ensuring that this is accomplished with staff trained in any new technology/ systems prior to going "live".

DIXON will provide staff with any appropriate training materials, to include handbooks and training guides. We will arrange for vendor training (on-site and/or web-based). In addition, DIXON will be on-site during key phases of the implementation and can provide on-site training to administration staff ourselves if deemed appropriate.

All training will be administered according to the approved Implementation Plan which will be created previously in phase 2 of this project.

Phase 4 – Post Implementation

Although the Village has only included three phases of work in your RFP, it is important to note that our work is not done there. As with all our clients we are always there to support you and help you with any questions or issues in the future. This is really where DIXON is unique in our application of being a "Parking Coach" to your agency.

Schedule of Costs

DIXON Resources Unlimited (DIXON) will provide the services outlined within our Proposal. The Cost Proposal is based upon a Time and Materials (T&M) approach to ensure that the projects are managed in the most cost-effective and efficient manner. Our Cost Proposal includes a Fixed, Not-To-Exceed amount for the project based upon our Hourly Rate schedule.

Hourly Rate Schedule	
Principal	\$ 185.00
Sr. Financial Analyst	\$ 165.00
Associate	\$ 125.00
Junior Associate (Analyst)	\$ 90.00

We will deliver within the proposed 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. Our proposals are negotiable and DIXON is available to customize a project schedule that is designed specific to the Village's needs. Additionally, because we are an agile firm, we have the capacity to adjust scope, in coordination with the Village's, based upon project developments and/or findings

Unified Parking, Permits and Citations Technology, Oak Park, IL Dixon Resources Unlimited	
Pricing by Phase	Totals by Task (inc. travel)
Phase 1 – Current System Review and Analysis	\$15,934
Phase 2 – Recommendation of System(s)	\$24,405
Phase 3 – Managing the Installation, Implementation and Training of the System	\$19,355
Not to Exceed Total	\$59,694

Signed  Date: 7/22/16
Julie Dixon, President, DIXON Resources Unlimited

Project Schedule

**This schedule is for illustrative purposes based upon an assumed start date of September 06, 2016. DIXON is flexible and can adjust the timeline according to the Village of Oak Park's needs.*

