

**CITY OF OCEANSIDE
AMENDMENT 3 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Downtown Parking Study and Action Plan

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 6th day of August, 2025, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DIXON RESOURCES UNLIMITED, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated August 8, 2018, and Amendment 1 thereto, dated April 8, 2020, and Amendment 2 thereto, dated August 9, 2023, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Agreement provided for CONSULTANT to provide professional consulting services for the preparation of a Downtown Parking Study and Action Plan.

WHEREAS, the parties now wish to provide professional consulting services to implement the Downtown Parking Study and Action Plan recommendations; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work, and Section 8, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, **Scope of Work**, is hereby amended to add the following: "Provide professional consulting services for the implementation of the Downtown Parking Study and Action Plan, as described in more detail in Exhibit A (Dixon Resources Unlimited letter dated March 31, 2025), attached hereto."
2. Section 8, **COMPENSATION**, is hereby amended to add the following language to CONSULTANT's compensation for additional work performed in accordance with

Downtown Parking Study and Action Plan

this Amendment, shall not exceed \$38,790, for a total contract price not to exceed \$193,502. Said additional compensation shall be for performing additional professional services as described in Exhibit A, attached.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

DIXON RESOURCES UNLIMITED

By: 
Julie Dixon, President

Date: 7/28/2025

CITY OF OCEANSIDE

By: _____
Jonathan Borrego, City Manager

Date: _____

APPROVED AS TO FORM:

46-1496430

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

*See Attached
Wokenization*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

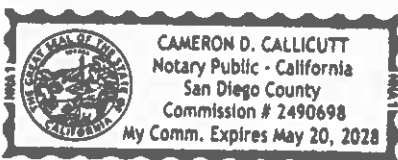
State of California

County of Orange }

On July 28th, 2025 before me, Cameron Callicutt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Julie Dixon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment 3 to Professional Service Agreement

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: w/dt

Capacity(ies) Claimed by Signer(s)

Signer's Name: See Above

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: w/dt

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

DEC 06 2012

1. CORPORATE NAME

Dixon Resources Unlimited

2. CALIFORNIA CORPORATE NUMBER

C 3521037

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
322 Culver Blvd, Suite 151	Playa Del Rey	CA	90293
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
same	CA		
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER	ADDRESS	CITY	STATE	ZIP CODE
Julie Dixon	6338 Vista Del Mar	Playa Del Rey	CA	90293
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Julie Dixon	6338 Vista Del Mar	Playa Del Rey	CA	90293
9. CHIEF FINANCIAL OFFICER	ADDRESS	CITY	STATE	ZIP CODE
Julie Dixon	6338 Vista Del Mar	Playa Del Rey	CA	90293

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Julie Dixon	6338 Vista Del Mar	Playa Del Rey	CA	90293
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 16 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

Anita J. Pace

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY
70 Santa Felice Dr GoletaSTATE ZIP CODE
CA 93117

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

Full cycle of operations, services and consulting for municipal, state and private parking and transportation solutions

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

11/21/12

Julie Dixon

President

DATE

TYPEPRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

Proposal

Expanded Parking Consultant Services

(Revised 3.31.25)

City of Oceanside, CA
March 31, 2025

Proposal for Expanded Parking Consultant Services

To: City of Oceanside
From: Dixon Resources Unlimited
Date: March 31, 2025
Subject: Proposal for Expanded Parking Consultant Services

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal for Expanded Parking Consultant Services to the City of Oceanside (City). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs. We have updated the proposal below to reflect the requested changes.

Proposed Scope of Services

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

Task 1. Project Management

Our team will work closely with designated City staff to support a collaborative project management approach. The proposed budget includes all costs to support a virtual project kickoff and ongoing project management meetings. Our team plans to schedule bi-weekly calls with the designated City staff to provide project updates, collaborate, and address challenges.

Task 1.1 Kick-off Meeting. An initial virtual project kick-off meeting will allow our team to prioritize objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal City stakeholders to our team.

Task 1.2 Project Management and Bi-weekly Meetings. Our team will assign a Project Manager as the single point of contact for overall communications and project coordination with the City. We will conduct virtual bi-weekly project meetings with designated City staff for the project's duration. Our team will provide meeting agendas addressing the project schedule and budget status, highlighting opportunities and corrective measures, and presenting the project's next steps.

Task 1.3 Coordination and Document Sharing. During the kick-off meeting, our team will request and begin to review project-relevant documents. To facilitate document sharing, our team will establish a shared project folder (such as Dropbox, Google Drive, SharePoint, or similar) so that the City staff can easily provide the relevant documentation for our review. We will maintain this folder throughout the project to keep all project files organized and accessible.

Task 1. Deliverables

- Virtual project kickoff.

- Bi-weekly project meetings with ongoing project management and coordination.

Task 2. Operational Assessment

To support the development of a Parking Enforcement Training Manual (Task 3) and Parking Operations Procedure Manual (Task 4), DIXON will conduct an Operational Assessment that will include the following:

- In coordination with City staff, DIXON will obtain all relevant materials to assist with the project including, but not limited to, previously prepared reports and operational assessments, existing vendor agreements, City documents, and current procedures.
- DIXON will facilitate a one-day on-site assessment to conduct an operational assessment, including ride-alongs with parking enforcement staff and interviews of City staff. The interviews will help identify areas of improvement and DIXON will document processes and develop recommendations for future consideration. Meetings with internal City staff that manage elements of the parking program will allow DIXON to understand the variety of enforcement services and parking operational needs. DIXON will identify opportunities for enhancements and training including finetuning the violation codes that are being enforced.
- Based on our review of existing materials and the on-site assessment, DIXON will prepare and circulate to City staff an outline of assessment findings (Outline) that includes key takeaways and preliminary recommendations for review and consideration by the City. This information will later be incorporated into the Parking Enforcement Training Manual (Task 3) and Parking Operations Procedure Manual (Task 4).
- DIXON will schedule a virtual debrief meeting with the City to review the contents of the Outline. This meeting will be an opportunity to address any gaps, get clarification on certain topics, discuss any feedback or suggestions that City may have, collectively brainstorm about recommendations, and outline the components of the two manuals.

Task 2. Deliverables

- Review project-relevant background documents and materials.
- Conduct a targeted review of parking-related municipal codes, policies, and violation codes.
- Conduct a site visit (up to one day) for an operational assessment.
- Facilitate a debrief meeting with the City to discuss findings and review the next steps.

Task 3. Parking Enforcement Training Manual

Based upon the findings and outcomes of Task 2, DIXON will develop a Parking Enforcement Training Manual that will address the range of parking enforcement duties, training processes, expectations for conduct, uniform and equipment requirements, parking violation codes, and parking enforcement procedures. DIXON

will share an initial draft document with the City for review and then incorporate the City's feedback to develop a Final Parking Enforcement Training Manual.

Task 3. Deliverables

- Draft and Final versions of a Parking Enforcement Training Manual.

Task 4. Parking Operations Procedure Manual

Based upon the findings and outcomes of Task 2, DIXON will develop a Parking Operations Procedure Manual that will serve as a comprehensive guide for the City. It will address the various aspects of the City's parking operations including program structure, asset management, reporting, technology and support services, maintenance, revenue collections and reconciliation, customer support, and other operational factors and opportunities identified in the assessment. DIXON will leverage industry best practices and City staff feedback to guide the overall approach. DIXON will share an initial draft document with the City for review and then incorporate the City's feedback to develop a Final Parking Operations Procedure Manual.

Task 4. Deliverables

Draft and Final versions of a Parking Operations Procedure Manual.

Estimated Timeline

The following timeline outlines the estimated timing of each project task; however DIXON is flexible and can adapt the timeline depending on the City's needs:

Task	Description	Month 1	Month 2	Month 3	Month 4
1	Kickoff meeting	■			
	Bi-weekly project meetings	■	■	■	■
2	Review project materials	■	■		
	On-site assessment		■		
	Outline of assessment findings		■		
	Debrief meeting		■		
3	Draft Parking Enforcement Training Manual		■	■	■
	City review of draft			■	■
	Final Parking Enforcement Training Manual				■
4	Draft Parking Operations Procedure Manual		■	■	■
	City review of draft			■	■
	Final Parking Operations Procedure Manual				■

Cost Proposal

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

DIXON Hourly Rates

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

Classification	Labor Rate Per Hour
Principal Consultant	\$255
Principal Planner	\$235
Senior Associate	\$185
Associate / Data Analyst	\$165
Junior Associate	\$125

Project Cost Breakdown

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

Cost Estimate: DIXON Time & Materials Fee		
Task	Description	NTE Cost
1	Project Management	\$4,735
2	Operational Assessment	\$8,320
3	Parking Enforcement Training Manual	\$12,200
4	Parking Operations Procedure Manual	\$13,535
Total Cost		\$38,790