CITY COUNCIL
CONSENT CALENDAR

JUNE 19, 2017

SUBJECT: AGREEMENT WITH FEHR AND PEERS FOR CITYWIDE TRAFFIC AND MOBILITY STUDY

INITIATED BY: COMMUNITY DEVELOPMENT DEPARTMENT
(Stephanie DeWolfe, AICP, Department Director)
(John Keho, AICP, Assistant Director)
(Bianca Siegl, Long Range and Mobility Planning, Manager)
(Bob Cheung, Senior Transportation Planner)

STATEMENT ON THE SUBJECT:
The City Council will consider approval of the agreement with Fehr and Peers for the Citywide Traffic and Mobility Study (CTMS).

RECOMMENDATIONS:
1. Approve an agreement for professional services with Fehr and Peers for a total not-to-exceed amount of $507,210 to prepare the Citywide Traffic and Mobility Study (Attachment 1).

2. Authorize the City Manager or designee to execute documents incident to the agreement.

BACKGROUND / ANALYSIS:
The City Council has directed staff to initiate a citywide traffic study with the aim of addressing traffic congestion in the City. On April 17, 2017, the City Council authorized staff to issue a request for proposal (RFP).

The RFP was released on April 18, 2017 and closed on May 3, 2017. The consultant team led by Fehr and Peers with sub-consultants Nelson/Nygaard and Economic & Planning Systems was the only team that submitted a proposal in response to the RFP. Staff recommends the selection of the Fehr and Peers team for the contract award.

The Fehr and Peers team comprises of three firms. Fehr and Peers will be the lead consultant on this effort. Fehr and Peers has a long standing history of providing technical traffic and transportation services to the City including the General Plan Mobility Element and various traffic impact and transportation planning studies. Nelson/Nygaard specializes in transportation demand management has also provided transportation services to the City including the General Plan. Economic Planning Systems provides expertise in the development of impact fees will support the Fehr and Peers team on this effort.

As outlined in the April 17, 2017 staff report, in order to fully address automobile traffic congestion, the CTMS will also consider other elements of transportation including
pedestrian, bicycle and transit. The proposed Citywide Traffic and Mobility Study would evaluate the current multi-modal transportation network's performance and develop a transportation sustainability plan that address traffic in the context of current and future mobility needs and options as it relates to current and new land uses, policies, State regulations, and the goals of the City's Climate Action Plan.

The CTMS will serve as an important document in addressing the City’s mobility vision and goals identified in the City’s 2035 General Plan and Climate Action Plan. It will identify and evaluate options for addressing auto congestion. The CTMS will also incorporate improvements in the City’s pending Pedestrian and Bicycle Mobility Plan while meeting Federal and State emission thresholds. It will also identify resources to fund the improvements and programs vital to the City’s mobility needs.

Transportation is a complex issue for the City as well as the region. In addition to traffic generated by activities and destinations within our City, West Hollywood is also impacted by regional traffic as well. A large percentage of trips (approximately 50%) neither start nor end in the City. During peak commute periods, our roadway network accommodates a high volume of local and regional traffic. During evenings and weekends, being a regional entertainment destination, our City also draws an enormous amount of visitor traffic as well.

While auto traffic congestion is a major concern, recent efforts to promote alternative modes of transportation have resulted in increases in biking, walking and transit usage and provide options to travel by car. For the long term planning of our transportation system, it is important to consider not only physical improvements but also consider planning and parking policies, State regulations and emerging transportation technologies such as Transportation Network Companies (TNC) such as Uber and Lyft.

In order to effectively address/evaluate traffic congestion, the CTMS includes three separate but related tasks:

1. **Task 1** – Update to the City’s Transportation Demand Management (TDM) ordinance. A TDM plan is the application of various programs and strategies (such as subsidized bus passes) by businesses and new developments aimed at reducing car trips. This task includes the development of a city travel behavior model.

2. **Task 2** – Evaluate current and future vehicular traffic demand on our roadway system and identify physical improvements including roadway and signal system enhancements.

3. **Task 3** – Update the City’s Traffic Impact Fee. The updated fee will identify funding from new developments to sustain a viable TDM program and pay for physical roadway/signal improvements identified in tasks 1 and 2.

The following describes each task in detail:

**Task 1** will complete the update of the City’s Transportation Demand Management (TDM) program which addresses alternative travel incentives and requirements for both commercial and residential uses. The City has received grant funding from the Strategic Growth Council to develop an update to the current TDM Ordinance. This effort was initiated in May of 2016 but work was suspended due to a consultant
performance issue. The initial meetings with the City’s TDM Working Group provided valuable input from stakeholders. The delay provided an opportunity for the City to rework the scope of work to provide a more useful product tailored to the specific conditions of West Hollywood.

This update includes development of a city Travel Behavior Model (TBM) to help assess travel, trends and behavioral patterns through the use of "Big Data" which utilizes GPS data from mobile devices. This phase of the study is critical in the identification of current travel and behavioral patterns by types (local and regional) and by uses (residential and commercial). The TBM developed for this task will be an essential tool for the subsequent Phases 2 and 3 of the CTMS in identifying roadway deficiencies and the update of the Traffic Impact Fee.

The TBM is a derivative of the SCAG’s travel demand model prepared for the latest Regional Transportation Plan (RTP) to ensure consistent regional continuity. Some of the technical elements of the BHM include:

- Detail of the traffic analysis zone system (TAZs)
- Trip purposes and trip generation rates
- Roadway network detail and coding (base year and future year)
- Model calibration (trip generation, distribution, through trips, trip assignment etc.)
- Model validation (traffic volumes and Vehicle Miles Traveled)

The City of West Hollywood is relatively small but the City has distinct districts that functions uniquely in terms of travel patterns and parking needs. The existing TDM Ordinance is a “one-size fits all" approach that does not take into consideration the difference in travel patterns unique to the districts. In order to create a customized TDM plan, travel patterns to and from these districts should be identified. The TDM plan update proposes to develop customized TDM strategies for the five commercial districts that were identified in the General Plan:

1. Arts and Design District (Beverly and Melrose)
2. Santa Monica West District (Between Doheny and Havenhurst)
3. Santa Monica/Fairfax Transit District
4. Santa Monica/La Brea Transit District
5. Sunset Strip District

Also proposed is an examination of TDM strategies for new residential uses and their unique travel patterns both local and regional.

Products: Citywide Traffic Model, TDM Strategies by districts, TDM Ordinance

Task 2 of the CTMS will develop/evaluate existing and future forecasts of traffic/travel demand of the City relative to the region. Utilizing the Citywide Behavior Model developed in Task 1, travel demand forecast will incorporate regional traffic consistent with the Southern California Council of Governments’ (SCAG) latest Year 2016 and 2040 Regional Transportation Plan (RTP) forecasts. This phase of the study will
address current and future traffic demand and roadway infrastructure needs including the effects of traffic signal synchronization. This phase will also address auto travel needs and deficiencies as well as taking into account bicycle, pedestrian and transit travel. Regional pass-through traffic impacts will also be identified including travel patterns and their impact on local roadway system. As part of this task, cost estimates for the design and construction of proposed improvements will be identified. Also an annual transportation reporting program including performance monitoring will be developed.

**Products:** Identify roadway/signal improvements. Develop cost estimates. Develop an annual transportation report card and performance monitoring program.

Task 3 of the proposed CTMS includes an update to the City’s Traffic Impact Fee program. The City’s current traffic impact fee structure is based on costs associated with physical roadway improvements only. With little physical roadway improvements available, the fees are relatively low as compared to the level of traffic impact developments create. The CTS proposes to update the impact fee structure. In addition to costs for physical improvements, the CTS will take into account costs associated with the implementation and continuous monitoring of traffic reduction programs and strategies such as TDM strategies identified in Task 1. The fee update is an important element to the implementation of real transportation system improvements.

**Products:** Identify physical and program level improvements and costs. Outreach to developers and stakeholders. Impact fee ordinance.

All findings, results and recommendations will be brought to the Transportation Commission and City Council for review and comments during the development of the study. The TDM Working Group that was formed initially will be recommended as it relates to update of the TDM Ordinance described in Task 1. The overall schedule to complete the CTS is anticipated to be 18 months from project initiation.

**CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:**

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:

- PSG-1: Maintain the City’s Unique Urban Balance with Emphasis on Residential Neighborhood Livability.
- OSP-4: Transportation System Improvement.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:
- M-5: Create an environmentally and financially sustainable transportation network that provides for the mobility and livability needs of West Hollywood residents, businesses and visitors.
- M-6: Utilize Transportation Demand Management strategies to reduce auto travel.

EVALUATION PROCESSES:

The Long Range Mobility and Planning Division will issue an RFP and evaluate proposals for the best qualified firm to conduct the work scope. Staff will return to City Council with a recommendation.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

The proposed Citywide Traffic and Mobility Plan's potential environmental benefits include road safety, ease auto congestion, increased comfort and mobility for non-motorized travel and to help create more livable community

COMMUNITY ENGAGEMENT:

Staff will continue to work closely with the TDM Working Group during Task 1 of the study. Conduct outreach to developers and the community during Tasks 2 and 3. The Transportation Commission will also be involved during the entire process.

OFFICE OF PRIMARY RESPONSIBILITY:

COMMUNITY DEVELOPMENT DEPARTMENT / LONG RANGE & MOBILITY PLANNING DIVISION
FISCAL IMPACT:

Cost for the three phases of the CTMS is $507,210. Of that, $177,000 will be from the SGC Grant budgeted for Fiscal year 2017-2018 in account 202-3-07-83-538052. An amount of $300,000 has been budgeted in the Traffic Mitigation Fund (account 208-4-07-83-533009) for fiscal year 2017-2018. The remaining amount of $30,210 will be from Traffic Mitigation Fund (account 208-4-07-83-533009) for fiscal year 2018-2019 as the CTMS project is expected to be completed during fiscal year 2018-2019.

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<td>FY 2018-2019 Traffic and Mitigation Fund (208-4-07-83-533009)</td>
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ATTACHMENTS:

Attachment 1 – Agreement
Attachment 2 – Scope of Work
ATTACHMENT 1
Agreement
CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 19th day of June, 2016, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and Fehr and Peers, 600 Wilshire Boulevard #1050, Los Angeles CA, 90017 (hereinafter referred to as the "CONTRACTOR").

RECATALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES. The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT. The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2019 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES. The CONTRACTOR shall be compensated in an amount not to exceed $507,210 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, Bob Cheung shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, John Muggridge shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as
is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- **City** means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- **Liability** means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- **The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.**
- **The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.**

### 8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

#### 8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

#### 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than
CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be cancelled except after thirty (30) days' written notice has been submitted to the CITY.

8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the
CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include: bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

City of West Hollywood  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069-6216  
Attention: Bob Cheung

CONTRACTOR:  
Fehr and Peers  
600 Wilshire Boulevard, #1050, Los Angeles, CA 90017  
Attention: John Muggridge

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained
in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 19th day of JUNE 2013.

CONTRACTOR:

Marion Donnelly, CFO

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk
CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A

Scope of Services:
See Attachment 1

Time of Performance:
Contract expires June 30, 2019

Special Payment Terms: NONE
(only if additional to section C.4. on page 1)
E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state “None”.
TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature ____________________________

Printed Name of Contractor ____________________________

Date ____________________________
ATTACHMENT 2
Scope of Work
SCOPE OF WORK

TASK 1 – UPDATE THE CITY’S TDM PROGRAM

Task 1.0 – Project Management and Administration
The Fehr & Peers team will attend a kick-off meeting with West Hollywood staff. The intent of this meeting will be to identify team communication protocol, confirm the project schedule and deliverables, and review/finalize the scope of work.

The project team plans to work collaboratively, with personalized attention given to the management, administration, and coordination of day-to-day activities for the project. Fehr & Peers will provide regular project updates to the sub consultants, even during times that they are not directly involved in deliverables, so that there is no lapse in work timing or products.

Monthly Check-Ins

Monthly conference calls (15 in total) will be held with City staff to present overall progress and status of tasks such as data collection, analysis results and deliverables.

Monthly progress reports will be submitted to the West Hollywood project manager accompanied by conference calls as needed. Each report will itemize tasks completed, percentage of budget spent and achievement of overall study objectives. They will also contain a summary of obstacles and issues, recommended solution or course of action, and a timeline for resolution.

Task 1.0 covers all three of the tasks in the scope of work.

Task 1.1 - City of West Hollywood Travel Behavior Model (Fehr & Peers)

Evaluate Data Availability & Needs

The West Hollywood Travel Behavior Model will rely on the most recent Census and California Household Transportation Survey (CHTS) data and data inputs used within the 2016 SCAG Regional Transportation Plan travel demand model. Specifically, Fehr & Peers will collect existing and available traffic and travel demand data for the West Hollywood Model. The presumed level of available data is listed below in Table 2. The scope of work and fee assumes that the City of West Hollywood and SCAG will provide the majority of data necessary for the development and calibration/validation of the travel behavior model.

West Hollywood Travel Behavior Model

The need for increased reliance on the City’s Travel Demand Model is being driven primarily by the need to assess travel, trends and behavioral patterns in and around the City of West Hollywood. In addition an updated travel model is needed by the City as changes to the CEQA guidelines, now in draft form, are expected to rely more heavily on VMT analysis.
The City has not undertaken a model update in several years and prior updates were focused on use at the General Plan level with an emphasis on calibration and validation of traffic volumes. This was consistent with the emphasis at that time on reporting vehicular level of service, but the validation and calibration needs are different with a VMT analysis emphasis, the influence of demand management strategies, active transportation modes, and changing travel behavior trends (e.g., transportation technologies and transportation network companies) must be addressed.

The following existing year (future year model to be developed as part of Task 2) travel behavior models will be developed as part of this task:

- Daily model
- Typical (Tuesday-Thursday) AM & PM peak hour commute models
- Friday night peak model (one peak hour)

The key features of the model will include:

1. Designed to predict intersection and roadway segment vehicle volumes
2. Ability to forecast vehicle miles travelled with respect to trips that have an origin or destination in the City of West Hollywood

To ensure our model development efforts are focused where they matter most, Fehr & Peers will develop an outline of the model framework and provide this to City of West Hollywood staff for their comment and feedback. This framework will be designed to guide the development efforts and resources to the portions of the model that matter most to the kinds of planning decisions and applications for which the model will be used.

### TABLE 1 – PRESUMED LEVEL OF AVAILABLE DATA

<table>
<thead>
<tr>
<th>Data Type</th>
<th>Use</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Use</td>
<td>Model Inputs</td>
<td>Base &amp; Future year land use database to be provided at parcel level by West Hollywood. Regional Socioeconomic data provided from the 2016 SCAG RTP</td>
</tr>
<tr>
<td>Transportation Network</td>
<td>Model Inputs</td>
<td>To be developed by Fehr &amp; Peers</td>
</tr>
<tr>
<td>Interregional Travel</td>
<td>Countywide SCAG Model – Estimation and Calibration</td>
<td>Available – 2016 SCAG RTP Model. Interregional Origin-Destination mobile device data to be collected as part of Task 1.</td>
</tr>
<tr>
<td>Trip Generation Counts</td>
<td>Countywide Model – Trip Generation</td>
<td>To be provided by the City of West</td>
</tr>
<tr>
<td>Screenline and individual traffic counts</td>
<td>Model - Validation</td>
<td>To be provided by the City of West Hollywood.</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Geographic Information Systems Street and Land Use Layers</td>
<td>Model</td>
<td>West Hollywood parcel level land use and built environment data to be provided by the City (if available).</td>
</tr>
<tr>
<td>Transit Ridership</td>
<td>Model</td>
<td>Observed data available from Metro</td>
</tr>
</tbody>
</table>

Issues we are already aware of, and that will be addressed, include those listed below.

- Base year land use/socioeconomic data and consistency with the RTP.
- Coding of recently completed, programmed, and planned transportation projects, including consistency with Metro inputs for the region.
- Integration of the California Household Travel Survey data.
- Trip length validation, both static and dynamic, using a combination of household travel survey and mobile device data sources.

**Deliverable:** Memorandum containing model framework outline

**Model Input Preparation**

**TAZ System Development**

The West Hollywood Model transportation analysis zone (TAZ) system will be developed using the previous City model and the 2016 SCAG RTP model as the starting point. It is expected that the TAZs will be disaggregated substantially to reflect local geographical details. Fehr & Peers will recommend a TAZ system within the City and surrounding area with sufficient geographical detail for local model applications and that includes the following elements.

- Physical boundaries that influence travel patterns.
- Jurisdictional boundaries (city limits, and sphere of influence).
- Existing and future development patterns (i.e., future specific plan boundaries).

**Land Use and Socio-Economic Data**

Base year and horizon year land use and socio-economic data (SED) obtained from the City of West Hollywood and SCAG will be used as input into the West Hollywood model. The land use categories proposed for the West Hollywood model will be presented to and discussed with City staff to determine the appropriate level of detail. Fehr & Peers will coordinate directly with the City of West Hollywood regarding the horizon year demographic dataset (expected to be 2040 consistent with the 2016 SCAG RTP). The City staff will provide a parcel level land use/SED database (in excel format) consistent with the zone system and variable formats used in the model.

**Network Development**
To support a relatively dense TAZ structure, Fehr & Peers will develop a detailed highway network with variables for:

- Facility type
- Adjacent development
- Mixed-flow lanes
- Turn prohibitions and cul de sacs
- Transit (drive, park-n-ride, and walk/bicycle access)

Transit and active mode trip making will be accounted for in the early stages of the travel model process and be reflected in the final vehicle trip assignment in the model outputs, but a separate mode choice step will not be included in the model. Fehr & Peers will perform quality checks using geographic information system software to conduct a quality assurance/quality control (QA/QC) process on connectivity, duplicate and dead-end links to be checked for and discarded from the final network.

**Trip Generation**

Fehr & Peers will estimate West Hollywood specific person trip generation rates based on the SCAG regional model, the CHTS, and local data (if available). We anticipate that calibration of the rates will focus on capturing the unique travel characteristics of West Hollywood and adjacent areas. This trip generation model will also be sensitive to built environment variables, accessibility to transit or active mode facilities, transportation system (highway, transit, walk or bicycle network), and land use/socioeconomic factors.

By developing a person trip model, it provides the City with a model that is sensitive when testing a variety of transportation policies, programs and strategies and being able to report the influence that they have on person and hence multi modal trip making. This type of tool would be particularly effective in evaluating the effect of TDM and trip reduction strategies as well as being able to determine the amount of trip making by mode (transit, bike, walk, carpool etc.).

**Trip Distribution**

The trip distribution function uses a gravity model formulation that relies on friction factors to relate the likelihood of selecting a particular destination given the distance or travel time to that destination compared to other similar destinations. The model will use friction factor curves to represent internal trip purposes and the I-X and X-I trips. The initial friction factors will be taken from the current model and tested against other friction factors developed by Fehr & Peers since 2000. A single set of factors will be selected and then adjusted for each trip purpose being modeled during trip distribution calibration to better represent each trip purpose's unique tripmaking characteristics.

The trip distribution process that will be tested for inclusion in the updated model includes the introduction of a separate external trip distribution function for different sub-areas or sub-groups. Our experience in developing traffic models for other cities has demonstrated that it could be advantageous to allow different areas of the City to distribute trips to external gateways in different proportions. Our regional linking process specifically defines and distinguishes gateway travel by trip purpose for consistency with regional estimates. We will adapt this process to the updated model.

**Trip Assignment**

The most common measurement of traffic model accuracy is the degree to which it can approximate actual traffic counts in the base year. Fehr & Peers will test different trip assignment algorithms to determine the one that best replicates existing behavior, but also responds appropriately to variations in
the model's input variables. Potential algorithms will include methods such as capacity restrained equilibrium and multiple iteration incremental assignments.

Various speed/delay curves will also be tested to determine their role in the routing of trips from origin to destination. We have experimented in the past with more sensitive delay curves, which are consistent with the Highway Capacity Manual (HCM) rather than standard Bureau of Public Roads (BPR) curves, and have found much better success in replicating delay due to congestion with these curves.

**Model Static Validation**

Model validation is a critical component of the model development process where the model's ability to replicate base year conditions is measured. Fehr & Peers takes a unique approach to validation in that we perform both static and dynamic tests. As part of the static validation procedure, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. Our goal is to meet or exceed the validation criteria published in the 2017 California Regional Transportation Guidelines for Metropolitan Planning Organizations (California Transportation Commission, January 2017), but validation testing will be limited to 10 iterations at which point we will assess the model performance and discuss whether future testing is desired by the City to improve the test results. Examples of static tests may include evaluation of the following:

- Trip length frequency by purpose
- Interregional distribution patterns
- Average travel times by purpose
- Roadway segment model-to-count ratios
- Screenline model-to-count ratios
- Percent Root Mean Squared Error
- Model congested speed versus observed congested speed
- Spot checks of route assignment
- VMT within the county compared to the highway performance monitoring system (HPMS)

Fehr & Peers will also use cell-phone or mobile device data during the calibration and validation process. This approach has already been used successfully on other similar projects. The specific use of this data will depend on preliminary static and dynamic validation findings. Typical applications include calibration refinements related to trip tables or trip lengths.

**Model Dynamic Validation**

The static validation tests described in the previous task ensures that the model can replicate existing traffic counts and speeds. While these tests are useful at confirming that the model can replicate existing conditions, models are generally used to forecast change, which static tests say nothing about. To determine how well the model responds to changes in land use and the transportation network, we will perform a set of dynamic validation tests. Dynamic tests may include testing the changes in the following (list to be refined):

- Add 1, 10, and 1,000 households to a TAZ
- Remove 10 and 1,000 households from a TAZ
- Add and remove 100 and 1,000 ksf of retail employment in a TAZ
- Add and remove a roadway link in the network
- Add and remove travel lanes in the network

Based on the results of the dynamic validation tests, elements of the trip generation, trip distribution, and traffic assignment modules may be adjusted. We will document and interpret the results of the dynamic validation tests in graphical and tabular form.

**Deliverable: Table showing static and dynamic validation results**

**Model Documentation**

Fehr & Peers will prepare a draft Model Development Report that describes the methods, data sources, and assumptions used to develop the validated West Hollywood Model. Flow chart diagrams will be included which will illustrate the relationship of data inputs, model steps, and output. Fehr & Peers will prepare a draft and final version of the Model Development Report. This task includes up to two rounds of edits based on a set of consolidated feedback from City staff.

**Deliverable: Model Report Development Report**

**Meeting Attendance**

Fehr & Peers project manager and key staff will attend up to four (4) project team meetings with City staff. The purpose of these meetings is to discuss assumptions, progress regarding the development of the City Model and results.

**Deliverable: Base Year Citywide Travel Behavior Model**
1.2 – Assess Current City of West Hollywood TDM Program and Infrastructure (Nelson\Nygaard)

The overall TDM task, led by Nelson\Nygaard, will review and analyze the current TDM ordinance and programs, to identify relevant successes, limitations, and lessons learned. This review will also include the interaction of relevant programs including impact fees, zoning, and current TDM and transportation programs. This assessment will relate to the broader project goals of understanding the dynamics of how transportation funding works now and what transportation needs and funding goals have been identified. The assessment will reflect how successful current incentives have been for both commercial and residential uses, and across different districts. It will also build on the previous subtask to reflect local and regional travel and behavioral patterns. In additional to traffic and planning data and studies provided by the City, meeting notes from the previous TDM Work Group will help reflect initial understanding of the current program and opportunities.

Deliverable: Slide Deck

1.3 – Analyze Travel Opportunities by District (Nelson\Nygaard and Fehr & Peers)

The Fehr & Peers and Nelson\Nygaard team will review travel opportunities from multiple perspectives to identify the most effective TDM strategies. This will include:

- Fehr & Peers will conduct a "Big Data" analysis of the travel market served by the five commercial districts listed below:
  - Arts and Design District (Beverly and Melrose)
  - Santa Monica West District (Between Doheny and Havenhurst)
  - Santa Monica/Fairfax Transit District
  - Santa Monica/La Brea Transit District
  - Sunset Strip District

This analysis will provide the City of West Hollywood and the working group with a new understanding of travel behavior for each of the commercial districts based on analysis of data on the movements of GPS-enabled devices. This analysis will establish the size of the market for the study areas, and will describe the typical trip making characteristics of each district. By comparing the proposed characteristics of each district it will help the project team determine the necessary TDM strategies that would be most effective in reducing trips.

- Fehr & Peers will develop an infographic that presents travel behavior changes over time by district. This could include information on demographics, auto ownership, changes in land use/development etc.

The following tasks will be undertaken by Nelson\Nygaard:

- Identify and map multimodal infrastructure opportunities with the goal of matching TDM tools to infrastructure (e.g., where is the highest quality transit service located?). Produce a series of maps and analysis that inform an opportunities analysis and overall logic of subsequent project components. This should include spatial analysis of transit, bike, and pedestrian facilities and the built environment, using quantitative and qualitative metrics to reflect on potential impacts of identified opportunities.

- Create a briefing book that will visually explain the existing conditions analysis in a manner that is publicly accessible. This will include a singular Issues and Opportunities map that intuitively
reflects existing conditions and policy potential based on the infrastructure geography, travel patterns, and built environment of West Hollywood. These maps will aid strategy development with the TDM Working Group and will also be used to support public engagement materials.

- Confirm goals with City staff and working group, e.g., manage traffic congestion, improve air quality, improve overall mobility for residents, employees, and visitors) and applicability, e.g., these goals apply to travel within the City boundaries, regional travel with origins or destinations with the City, as well as travelers passing through.

- Assess TDM opportunities based on trip analysis as well as analysis and understanding of TDM model outputs. Answer the key questions:
  - Which trips can be successfully impacted with policy intervention?
  - Which strategies have highest impact and efficiency?
  - Which types of development are subject to the requirements of the ordinance, and which facilities, programs, and strategies must be implemented, and by whom, to pursue identified TDM goal? Employer based resident based or similar?

- Reflect understanding of the impacts from emerging vehicle trends and technologies including but not limited to transportation network companies (TNC), connected vehicles and automated vehicles.

**Deliverable: Existing Conditions Briefing Book**

**1.4 – TDM Working Group (Nelson\Nygaard)**

The rebooted TDM Working Group will be responsible for providing high-level advice development of the TDM program, and its relationship to other Traffic Study project components. The working group can reflect city goals in the multiple steps and components to the Traffic Study, to ensure they are consistent with Climate Action Plan land use and transportation components, in addition to other key targets and city transportation plans. Goals should reflect a coordinated focus on equity and development of integrated solutions to address traffic and parking pressures, while supporting a multimodal future. The Consultant Team will meet with the Working Group for five 2-hour sessions, which will focus on providing specific feedback on direction, rather than merely providing updates. Nelson\Nygaard would take the lead, in coordination with the City, on creating background material, ideas, and best practices information to the committee. The goal is for the TDM Working Group to function in an advisory role, providing input on proposed direction. These meetings may focus on:

1. Reintroduce mission of Working Group as multi-pronged, primarily focusing on the TDM ordinance update but also reflecting the broader goals of the Traffic Study, including how both TDM strategies and impact fees interact with the development process and transportation funding needs.
2. Establish overarching goals and performance metrics.
3. Review of trip analysis and opportunities. Overview of program opportunities as identified by transportation infrastructure and development analysis.
4. Engage with regional partners to identify opportunities for maximum coordination, with an eye toward leveraging innovative funding streams.
5. Review TDM program best practices and alternatives.
6. Review and select TDM ordinance options.

1.5 – Public Engagement (Nelson\Nygaard)

The public engagement strategy will be refined at project initiation but is proposed to include stakeholder interviews, two community workshops, and creation of fact sheets for stakeholders.

**Stakeholder outreach** (up to six 1-hour sessions) would occur at the beginning of the project, gathering key subject matter experts in cross-topic focus groups. In coordination with Task 3, additional stakeholder sessions will reflect a focus on development dynamics.

**A community workshop** (1) will be held to gather feedback on alternatives, and to present final strategies. The workshops should aim to actively inform participants about the relationship between travel incentives, multimodal options, traffic, parking, and development, in addition to seeking feedback. A dynamic and assessable speaking and outreach style will help inform participants of the role of TDM strategies in meeting city goals, and relating to development and transportation issues.

**Fact sheets.** Nelson\Nygaard will create a set of fact sheets that offer residents and stakeholders an easy way to understand commuting patterns, the bicycle and pedestrian environment, existing transit operations, and parking conditions.

1.6 – Best Practices (Nelson\Nygaard)

Nelson\Nygaard will conduct a peer review of other TDM ordinances or programs that could serve as models and/or references for the City of West Hollywood. The review should include review of quantitative results when available and include discussion of characteristics that led to successful implementation. When possible, discussion of cost-effectiveness of options will be provided. There are many possible options for consideration – some well-established and many new frameworks. For example, some cities are focusing on overall “access requirements” that combine TDM, multimodal, and parking options to earn points to meet transportation access goals, working from a toolbox of options.

**Deliverable: Best Practices Slide Deck**

1.7 – Performance Metrics (Nelson\Nygaard)

Building on analysis, client feedback, and Working Group input, Nelson\Nygaard will develop clear and effective performance metrics based on previously identified goals. Metrics are developed early in the project to affirm ultimate goals and drive strategy options.

1.8 – Develop TDM Strategy Options (Nelson\Nygaard and Fehr & Peers)

Nelson\Nygaard will review TDM policy options with the Working Group. This may include prescriptive options, but will also include an agnostic policy option in which there is specific quantitative target and a best practices toolbox with multiple policy options available for selection by businesses or developers. Options presented will be tailored for different transportation and geographic contexts. The selected program should match the strength of the development market and focus on maximizing multimodal benefits. Planning-level costing estimates will be provided for each option to aid in comparison, along with review of options against previously identified performance metrics. These costs will later relate to the fee development steps in Task 3.

The Fehr & Peers Nelson\Nygaard team will work together to develop an exhaustive list of TDM strategy options for the study. As part of this task, Fehr & Peers will use the Travel Behavior Model (developed in Task 1.1) to analyze up to two packages of applicable TDM policies and programs to ascertain their effect
on trip reduction and VMT. Due to the expedited schedule for the TDM ordinance, these strategies/projects will be evaluated using the base year Travel Behavior Model. Subsequently, the results of the model analysis will be provided to Nelson\Nygaard so that they can be evaluated under the performance metrics developed in prior Task 1.7.

1.9 – Draft and Final TDM Ordinance by District (Nelson\Nygaard)

Draft, present, and revise a TDM Ordinance for the City of West Hollywood, based on project analysis and input on alternative selection. The ordinance, analysis, and outreach steps will be documented in a succinct report. The Consultant Team will provide a draft report, and then make two rounds of edits based on a set of consolidated feedback from the Client.

Deliverable:  Draft and Final TDM Report and Ordinance

1.10 – Implementation and Monitoring Plan (Nelson\Nygaard)

Nelson\Nygaard will build on previously identified metrics for success and program development to create an implementation and monitoring plan, including a focus on:

- **Participation Incentives**: Attention to ensuring participation in processes by all parties, and attention to ensuring the program is compelling for key groups, e.g., how to incorporate existing businesses that have the least incentive to participate.
- **Cost and effectiveness**: Program implementation should reflect an understanding of the current and future cost structure of strategies, and how TDM program costs relate to fee structure analysis subtasks that follow in Task 3.
- **Implementation**: Develop a program/project charter to clarify roles and responsibilities for implementation and operation of new TDM programs.
- **Communications**: Develop communications plan to ensure the intent, goals, and benefits of the program are demonstrated clearly to both internal and external stakeholders. Ensure that implementation procedures have a user-interface that is friendly to participants. The first-hand benefits of the program should be emphasized in all communications material.
- **Targets**: Develop and publicize targets
- **Monitoring**: Determine how the City should track progress, what level of enforcement should be applied if a target of requirement is not met, and who should pay for monitoring and enforcement.
- **Refinement of toolkit or options over time.**
  - Continual improvement
  - Anticipate rapidly-changing mobility landscape

The goal of the Implementation and Monitoring Plan is to both ensure smooth implementation of the TDM program and to create the conditions for long-term success. Continuous adaptation driven by ongoing data monitoring is more essential than ever to ensuring the program is able to meet both immediate and long-term goals, such as mode shift and improved competitiveness of non-auto modes.

1.11 – Commission and Council Meetings (Nelson\Nygaard and Fehr & Peers)

Nelson Nygaard will present at up to four Commission or Council meetings at various points in the project as preferred by the client. Key check-in points may include: summarizing analysis and opportunities by district; presenting strategy options, and presenting final plans for approval or recommendation.
Summary of Task 1 Deliverables:

- Existing Conditions Briefing Book: Sustainable Travel Opportunities (Nelson\Nygaard)
- Attendance at five TDM Working Group Meetings including facilitation, meeting materials and meeting summary (Nelson\Nygaard – 5 meetings, Fehr & Peers – 2 meetings)
- Attendance at four Commission/Council Meetings (Nelson\Nygaard – 4 meetings, Fehr & Peers – 2 meetings)
- Memorandum describing TDM Strategies by districts (Nelson\Nygaard)
- Outreach fact sheets (Nelson\Nygaard)
- Implementation and Monitoring Plan (Nelson\Nygaard)
- Memorandum describing the communications strategy (Nelson\Nygaard)
- Draft and Final TDM Report (Nelson\Nygaard)
- Draft and Final TOM Ordinance (Nelson\Nygaard)

TASK 2 – PHYSICAL ROADWAY IMPROVEMENTS

Fehr & Peers (Tasks 2.1 – 2.9):

2.1 – Future Year 2040 Travel Demand Model

Fehr & Peers will prepare the scenario inputs for the 2040 future year model and provide the files to the City of West Hollywood staff so that the future alternatives may be analyzed. It is assumed that only one land use forecast and one network scenario will be coded for use in the future year models. The City of West Hollywood staff will provide land use/SED assumptions and network changes to be coded into the model. Ancillary model input files affected by land use or network changes will also be updated as necessary. Fehr & Peers will test the input files to ensure that they have been coded correctly and can be applied in the future scenarios.

Deliverables: (1) Future Year 2040 Travel Demand Model, (2) Technical memo detailing development of the Future Year model

2.2 – CTMS Goals and Objectives

The purpose of this task is to identify and define specific goals and objectives of the citywide mobility study. These goals and objectives would be consistent with the City’s General Plan and Mobility Element (GPME) and Climate Action Plan but do not preclude additional ones (as long as they do not conflict with the GPME).

Fehr & Peers has led many goal setting exercises including recent studies for Central Los Angeles and the Westside Mobility Matrices for Metro (of which West Hollywood was a TAC member). Fehr & Peers will employ a similar process to review national and local best practices, establish a range of available goals and objectives that would be consistent with local requirements. While previous and ongoing studies have already established goals and objectives, additional goals will be considered and vetted and may include (but are not limited to): improve local and regional mobility and access, improve travel reliability and safety, and reduce system demand with multimodal strategies, and improve air quality.

2.3 – Baseline Conditions Assessment

Fehr & Peers will utilize existing studies, local, regional, and state plans, the City of West Hollywood Travel Behavior Model, and City staff input, and other existing information to establish baseline conditions. These will include the following:
• Mobility service providers (TNCs, bike share, app based programs)
• Roadway network data (volumes, VMT, congested speeds, pass through traffic volumes, etc.)
• Collision data
• Transit ridership and network data
• Bicycle and pedestrian network data
• Pedestrian infrastructure inventory (provided by the City of West Hollywood)
• Parking Utilization Rates (provided by the City of West Hollywood)
• Information on special events
• Traffic Signal System (information provided by the City of West Hollywood)

In addition to the above information, the team will inventory existing policies and programs (through documents such as the City's general plan, bicycle and pedestrian mobility plan, crosswalk and neighborhood policies, etc.).

2.4 – Performance Metrics

Fehr & Peers will work with the City to develop performance measures (qualitative and quantitative) appropriate for assessing a variety of multi modal improvement project and policies/programs. Based on our experience, the most important step is defining performance measures that address community concerns, address the goals and objectives of the study and do not conflict with goals/policies of the General Plan.

As part of this task Fehr & Peers will facilitate a workshop with City staff where we will present the measures, and modify them based on input and feedback from the meeting. A key question that will be asked is, "What does the City want to create, avoid, and protect when it comes to mobility in West Hollywood?"

2.5 – Identification and Evaluation of Multi Modal Improvements and Strategies

Using the tools and information developed in Task 1 as the starting point, a list of strategies will developed that is aimed at improving mobility and network performance. A matrix of project/strategies will highlight both the advantages and disadvantage of each, and be evaluated (where feasible) using performance measures/standards in Task 2.4.

For example, one of the options that could be evaluated relates to the emerging trends in technology and shared ride vehicles to highlight the benefits and disbenefits for the City of West Hollywood. These may include the following:

• Effects on auto ownership and parking
• Reliability of new modes
• Cost or affordability of travel
• Potential effects on safety
• Potential effects on transit use (including future rail)
• Changes in vehicle miles travelled (VMT)
• Overall changes in roadway capacity
• Benefits of Traffic Signal Synchronization

The City is also in the process of undertaking a "Smart City" project aimed at developing a comprehensive plan for West Hollywood's future. This may involve a sustainability and transportation element. Fehr & Peers will coordinate with the West Hollywood Smart City team to ascertain what elements of that study
could be incorporated into the overall CTMS. In addition, planned projects (from the neighborhood traffic management plans, crosswalk project, and bicycle and pedestrian plan) will be incorporated.

It is anticipated that this task will include up to four (4) strategy packages for the CTMS that will be evaluated presented to City staff. The deliverable for this task will be a spreadsheet presenting results of each strategy including conceptual order of magnitude design and construction cost estimates (does not include civil engineering design services).

2.6 – Annual Transportation & Performance Monitoring Report Card

Fehr & Peers will develop a framework for a transportation report card for the City of West Hollywood. This could involve reporting and statistics on the following (but is not limited to):

- Travel Speeds/times
- Origin – Destination patterns
- Transit information (lines, headways and ridership)
- Publicly available parking supply and location
- Traffic Signal Improvements
- Vehicle, Bicycle and Pedestrian volumes data at key locations
- Collision data
- VMT
- Level of Service statistics
- Accessibility to bicycle/pedestrian/transit facilities
- Information on implementation of transportation related projects, strategies and programs

It is anticipated that report card will be updated on an annual basis so the City can map and track trends in transportation and mobility over time. Fehr & Peers will use the data that is available from the City and collected from other tasks in this study. It is possible that some of the information/data for the categories presented in report card may not be available at the time of the study.

2.7 – Documentation

A draft and final report documenting the details of the tasks in this study will be developed. A draft version will be submitted to City staff for their review and Fehr & Peers will respond to two rounds of consolidated comments, update the document and finalize for submittal to City staff.

2.8 – Meetings

Fehr & Peers staff will attend up to four meetings with City staff as part of Task 2. This includes the meetings that have been described in each individual task.

2.9 – Commissions and City Council

Fehr & Peers staff will attend up to four meetings with Transportation Commission/City Council.

Summary of Task 2 CTMS Deliverables:

- Goals & Objectives (included in the baseline assessment memo)
- Baseline assessment memo
- Draft and Final list of performance metrics (spreadsheet)
- List of improvement projects, strategies and programs including cost estimates (spreadsheet)
- Transportation & Performance Monitoring Report Card Framework
**Draft & Final Report**

**TASK 3 – TRAFFIC IMPACT FEE PROGRAM**

**3.1 - Review of Current Fee Program (Nelson\Nygaard)**

Nelson\Nygaard will review the current Traffic Impact Fee program, which is based on costs for physical roadway improvements. Limitations and opportunities of the current program will be documented, with consideration of how the fee relates to developments with different mode splits, how it considers the impact of new vehicle trips, and similar factors. The impact fee will be assessed against criteria such as simplicity, ability to raise revenue, how it influences development, and nexus rationality. The review will consider how the current program relates to the many different types of multimodal transportation impact fees used by various cities in California and elsewhere.

Fehr & Peers will also assess opportunities to modify the current fee program based on adding VMT reduction as a new nexus. VMT reduction would expand the list of projects that would qualify for inclusion in the CIP and would help future development potentially reduce VMT in compliance with SB 743.

**3.2 - Project List Development (Nelson\Nygaard)**

Using the work undertaken in Tasks 1 and 2 as the starting point, the City and Project Team will confirm the types of transportation infrastructure and projects to be included in the updated fee program based on relevant legislative framework, overall necessity, ability to accommodate development impacts, and how they relate to established transportation goals. The matter of whether or not to include capital or non-capital projects, such as management programs, operations, and maintenance tends to differ significantly by municipality. The question of which projects qualify also relates to their expected performance, such as whether or not they add capacity to the transportation system, provide for better mobility, or reduce congestion directly or indirectly, and meet other citywide transportation goals expressed in long-range plans.

Once the project inclusion criteria are established, Nelson\Nygaard will then work with the Client and Project Team to develop the project list to be funded by the fee program. The list may include policies, projects, and programs called for in city transportation plans. Depending on the qualification/inclusion criteria established, including a specific discussion of the nexus variables such as whether LOS will be retained or VMT reduction added, the list of transportation projects could include bike and pedestrian projects, multi-modal transportation facilities, development of multimodal transportation plans, roadway improvements, and policies and programs that encourage walking, biking and transit usage which in turn will help achieve goals such as congestion management and trip reduction or management.

Benefits and metrics will be noted for each project that reflect qualifying and prioritization criteria. Cost estimates will be noted for each project, presumably over a 20-year horizon, or a similarly appropriate planning timeline to be confirmed in Client and Project Team discussions.

**3.3 – Economic Review (Economic Planning Systems)**

EPS will support the overall efforts of the F&P Team in the completion of the Traffic Impact Fee Program. The City’s current fee program includes modest transportation impact fees relative to many neighboring cities/communities. The updated Traffic Impact Fee Program will build from the work in Tasks 1 and 2. These tasks will provide critical inputs into the updated fees, including capital improvements and cost estimates and the travel/traffic analysis that will support the appropriate allocation of a portion of these
costs to new development and the fee program. In support of the broader effort to update the fee program with new technical analysis, nexus study, and Ordinance, EPS will provide input on the following topics:

**Existing Fee Program.** A critical component of any fee update is to understand the existing fee program, including its rationale, capital improvement funding goals, revenue accrual and expenditure. EPS will review the existing fee program and structure to help ensure the transition to a new fee program is conducted appropriately. An important part of this transition is ensuring appropriate changes to the capital improvement programs, identifying appropriate use of impact fee revenues, and ensuring any impact fee revenue balances are appropriately taken into account.

**Best Practices for Transportation Fees.** EPS frequently works with Fehr & Peers on transportation impact fee programs and will provide support in the development of appropriate methodologies for the fee update. All programs must meet the requirements of the Mitigation Fee Act with the particular goals and capital improvements associated with each fee program raising different considerations. Programs that combine physical roadway improvements and investments in improvements as well as programs to support alternative modes of transportation and/or to encourage reduced automobile use require particular approaches to ensure a clear nexus.

**Overall Development Fees/ Exactions.** The City currently uses a range of tools to ensure new development contributes appropriately to its impacts and the needs of the City. As part of the evaluation of the fee update, EPS will work with Fehr & Peers and City staff to articulate how the updated fees fit into the broader set of tools. For example, relevant topics include: (1) understanding how the updated transportation impact fee affects the overall level of fees required of new development; (2) articulating how these fees interact with conditions of approval or potential Development Agreements and the associated community benefit requirements; (3) articulating whether there are cases where fee reimbursements or credits might be appropriate; and, (4) considering the proposed updated fees relative to neighboring communities.

**City Council and Other Meetings.** Where requested by City staff, EPS will attend five in-person/presentations meetings in the City of West Hollywood. It is expected that these five meetings will include a combination of City Council meetings and meetings with City staff. This task also includes some additional hours for teleconference calls with City staff to confer on financial or other issues associated with the Impact Fee Program. The EPS project manager and additional staff, as appropriate, will attend the meetings and presentations.

**Deliverable:** As part of the work effort described above, EPS will prepare a concise technical memorandum describing its input on the subjects reviewed.

**3.4 – Community Engagement (Nelson\Nygaard)**

Near the beginning of this task, Nelson\Nygaard will conduct up to five stakeholder/focus group input sessions with representatives from the development community or similarly relevant organizations, such as the West Hollywood Chamber of Commerce, Business Improvement District representatives, or Urban Land Institute representatives.

Near the end of this task, upon adoption of the updated Traffic Fee Program, Nelson\Nygaard will create a public-facing visual document to explain the change to key stakeholders (up to four pages).
3.5 – Cost Estimates (Fehr & Peers)

Conceptual planning-level cost estimates will be prepared for the transportation improvements/strategies and urban design improvements to be included in the fee program and hence the updated ordinance. Costs may include planning, project development (including feasibility studies and environmental documents), design, construction, construction management and project management (This task does not include civil engineering or right-of-way (ROW) costs).

3.6 – Nexus Analysis & Travel Modeling (Fehr & Peers)

Fehr & Peers will conduct a nexus analysis to relate the needs for the identified transportation improvements to new development in the City of West Hollywood. Impact fees will not be applied to existing development unless there are changes to or expansion of the existing land uses. The fee study will establish a reasonable relationship between new development, the proportion of expected vehicle trips, and congestion levels attributable to new development, and the necessary roadway, sidewalk, bike lane or other transportation improvements that will be funded by the development impact fee program.

In order to accurately develop a nexus and hence the traffic impact fees, a defensible travel demand platform is required. It is proposed that this be achieved by using the updated City of West Hollywood’s Travel Behavior Forecasting Model.

Existing Deficiencies

It is not appropriate for a development impact fee program to assess new development for the costs associated with correcting existing deficiencies in the transportation system. Therefore, existing operating conditions at each project location will be compared to the applicable performance standards to determine whether any existing deficiencies occur. If there are existing deficiencies, the extent to which the facility is operating over capacity will be determined and will be used to determine the proportion of the improvement cost that should be discounted in the fee program for existing deficiencies.

Regional (Through) Traffic

It is similarly not appropriate for a development impact fee program to assess new development for the costs associated with correcting deficiencies caused by traffic generated outside the study area that simply passes through the study area with neither an origin nor a destination in the study area.

Transportation impact fees have traditionally focused on raising revenue to cover the costs of capacity improvements to cater to trips generated by new development, particularly vehicle trips. More recently, however, jurisdictions have begun implementing multimodal transportation impact fees, with some paying for both operating and capital costs of transit and bicycle improvements and transportation demand management costs as well as traditional highway capacity improvements.

Related to the point above, this task will also briefly examine the experience of other innovative jurisdictions (such as Portland, San Francisco, Seattle, Washington, Pasadena and Los Angeles) that have introduced multimodal transportation impact fees for new development. Questions to be asked could include:

- How are other cities assessing the fees?
  - Are there different rates for different land uses?
  - Are the fees calculated based on VMT, average trips, numbers of units in a residential project, square footage in a non-residential project, or other factors?
  - What are the fees spent on? Are they spent solely on infrastructure expansions or TDM and transit?
What percentage of the project list is funded by the fee program versus other sources?

The purpose of this task is to establish the required nexus between the amount of the fee being charged and the transportation system impacts caused by the new development that will be subject to the fee.

An assessment of transportation improvements that are expected to accommodate future development in the City of West Hollywood will be evaluated. The types of improvements may include but are not limited to:

- TSM strategies
- Pedestrian facilities
- Transit facilities, transit access and connectivity strategies
- Non-motorized transportation improvements
- TDM strategies
- Capital improvements
- Neighborhood traffic management plans
- Parking programs

**New Trips/VMT Generated in the City of West Hollywood**

The model-driven analysis will also be used to ascertain the portion of traffic/VMT that is attributed to new trips generated by new development in the City of West Hollywood. Essentially it is the remaining portion of the need for the improvement that is not caused by existing deficiencies or regional through traffic.

**3.7 – Impact Fee Calculation (Fehr & Peers)**

Fehr & Peers will detail the possible methodologies and proposed approach to performing the nexus analysis and calculating trip fees and will discuss this approach with City of West Hollywood staff prior to implementation. Issues to be addressed in the fee study approach include a discussion of alternatives and confirmation that fees should be assessed in the form of a unit cost on a cost per peak hour trip basis, per square foot of development or per vehicle mile traveled.

The nexus analysis will be comply with all relevant Federal and State regulatory requirements, including AB 1600 enacted by the State of California in 1987 and AB 3005. The nexus methodology will satisfy the following AB 1600 requirements:

- Identify the purpose of the fee
- Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed
- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed

The proportion of each improvement project's need that can be attributed to new development within the City of West Hollywood as determined in the nexus analysis will be applied to the project cost estimates developed in Task 3.5 for each project tentatively to be included in the fee program. These costs will be summed across all projects to determine the fee per trip, land use or VMT. This calculation will initially be
conducted assuming that no land uses would be exempted from the trip fee. The amount of project costs that cannot be funded by the impact fee will also be identified.

3.8 – Documentation & Impact Fee Ordinance (Fehr & Peers)

A draft Nexus Report and Traffic Impact Fee ordinance will be submitted for City review. The project team will respond to up to two rounds of consolidated comments on the draft report and these will be incorporated in the final Nexus Report and the draft ordinance revised if necessary.

3.9 – Impact Fee Adoption Process (Nelson\Nygaard and Fehr & Peers)

Nelson\Nygaard will present background materials and recommendations in coordination with the broader project team at up to four Committee or Council meetings leading up to City Council adoption of the updated Traffic Impact Fee Program, and can also provide context on the relationship between the fee program and TDM program. Fehr & Peers will attend two City Council meetings in order to assist with any questions on the technical nexus analysis.

Summary of Task 3 Deliverables:

- Transportation Impact Fee Program Project List (Nelson\Nygaard)
- Economic Review Memorandum (EPS)
- Attendance at five Impact Fee meetings (EPS)
- Attendance at five Impact Fee outreach meetings (Nelson\Nygaard – 5 meetings, Fehr & Peers – 2 meetings)
- Nexus Study and Fee report (Fehr & Peers)
- Traffic Impact Fee Program Ordinance (Fehr & Peers)
- Attendance at four Commission/City Council meetings (Nelson\Nygaard – 4 meetings, Fehr & Peers – 2 meetings)