

VII. CONSENT CALENDAR ITEM V

Consulting Agreement Between Gateway Cities COG and IBI Group for Parametric Modelling of Land Use Change Scenarios

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director

By: Melani Smith, Director of Regional Development

SUBJECT: Consulting Agreement Between Gateway Cities COG and IBI Group for Parametric Modelling of Land Use Change Scenarios

Background

In February 2021 the COG Board approved the COG's Regional Early Action Planning (REAP) Agreement with SCAG. The final agreement was received from SCAG and executed in May of 2021. The REAP grant provides funding for planning activities to accommodate the development of housing and infrastructure in order to accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, climate goals and regional priorities. The total grant to the COG is \$1.316 million, to be encumbered by April of 2022, and expended by June 2023.

COG staff is now in the process of initiating work on the five elements of the work program that were included in the COG Board approved scope of work identified for this grant. Parametric Modelling is one of the REAP work program elements. Parametric Modelling is a highly customizable process enabling an architect or planner to efficiently and effectively process complex information, associating multiple data sets (parameters) to drive, change and analyze different land use scenarios, evaluate the outputs and results, and make evidence-based decisions about them.

Issue

On August 27, 2021, the COG published a Request for Proposals for Parametric Modelling of Land Use Change Scenarios in the Gateway Cities Council of Governments Subregion, on PlanetBids. 166 vendors were notified of the posting, and 9 prospective bidders downloaded our documents. Two proposals for this work were received. Both firms were interviewed on October 14, and the review panel unanimously selected IBI Group, based on the firm's: excellent relevant experience, communication skills, clear delineation of the consultant staff's roles and responsibilities, detailed budget, and understanding of the scope of work.

IBI Group will lead the consulting team, gathering data and developing the parametric model, working with COG member jurisdictions to identify modelling priorities and develop scenarios to test, conduct interactive workshops in which land use scenarios are tested, and summarize and present the results. IBI's subconsultant, ECONorthwest will provide

economic development and market analysis services in order to evaluate the financial feasibility of the scenarios that are analyzed.

COG staff proposes to enter into an agreement with IBI Group, for a total of \$349,986.00, for a period of 12 months from the initiation of the GIS modelling work. SCAG recently informed COG staff that REAP consultant agreements would be required to contain certain provisions. The COG's General Counsel has prepared the attached draft REAP consultant agreement template using the provisions SCAG provided, but it is subject to review and approval by SCAG.

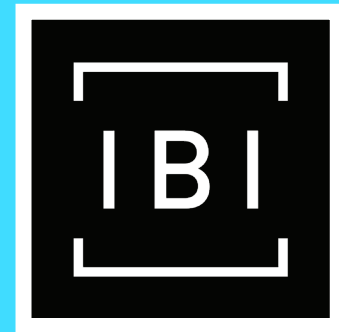
Recommended Action

Approve contract with IBI Group, for \$349,986.00, to be funded with REAP grant funds, for Parametric Modelling of Land Use Change Scenarios, in a final form to be approved by the COG's General Counsel.

Attachments

- IBI Group Proposal
- Draft REAP Consultant Agreement

Gateway Cities Council of Governments Parametric Land Use Development Scenarios



Submitted by IBI Group, September 24th 2021

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Executive Summary

The Gateway Cities are a microcosm of the challenges and opportunities facing Los Angeles County and beyond. The challenges include decades of auto-centric planning, poor air quality and environmental conditions leading to unhealthy living conditions for residents, housing supply far exceeded by demand and historical inequities. However, the Gateway Cities also include vibrant communities with rich histories, an ongoing push to provide greater connectivity through high-quality transit projects with an opportunity to provide housing and needed amenities near transit that can serve the larger region—if a holistic plan is informing the decision making.

Given the future of rail and BRT in the Gateway Cities, it is important to have an integrated land use and transit plan. This requires **multiscale (regional, corridor, neighborhood) thinking** and planning to analyze the impacts. Our project team is made up of members with expertise in land use planning, transportation, TOD, housing, market analysis and data analysis. IBI has worked extensively on related projects in Los Angeles County giving us local knowledge and unique insight into the Gateway Cities while drawing on global expertise and resources from 3000+ employees throughout the world.

The use of data informs our decision making and allows us to circumvent bias and intuition in the planning process. Large-scale projects are increasingly data-driven and agencies are collecting massive amounts of relevant data. It is imperative that the project team has the tools and processes to make **efficient and effective use of these data**, while realizing that data are dynamic and may change during a project's life cycle. IBI's parametric process, used on projects across regions, sectors and scales, provides a dynamic, flexible platform that can use many types of data: demographic, geospatial, economic, geometric, temporal et

al. This proposal will detail our process; we liken a parametric model to a recipe where the data are the ingredients and the process is informed by the project needs.

While many computational teams are comprised of computer scientists and programmers, **we are planners and designers first**, with knowledge of the challenges and opportunities to which we apply computational solutions. We have built parametric models for many land use, transportation, TOD and housing projects and understand the data needed and the impacts they have on decisions in these sectors.

Finally, **IBI has a long history working on transportation and land use issues in the Gateway Cities**, from early Maglev deployment studies along the West Santa Ana Branch for SCAG and the Eco-Rapid Transit/Orangeline Development Authority, to work on the LOSSAN corridor and High Speed Rail, to a potential Green Line extension through Norwalk and Santa Fe Springs, to the LA Metro BRT Vision Project which recommended Atlantic Boulevard as a priority BRT corridor, to our current work examining Advanced People Mover concepts for the City of Whittier. There is no learning curve with the IBI team.

We understand the importance of integrated planning and have a track record of successful projects using data to provide evidence-based solutions. We also understand the dynamic nature of data and policy (e.g. RHNA, SB9) and have the expertise, flexibility and processes to meet the needs of the project.

We are excited by the potential of working together on this project for the Gateway Cities.



Steve Schibuola
Director, IBI Group



Jason King
Associate, IBI Group



1001 Wilshire Boulevard, Suite 100-3100
Los Angeles, CA 90017

Who We Are

5th Urban Design
2nd Infrastructure
5th Architecture
in the world

60+ offices
3000+ professionals
47+ years of success

We are IBI

IBI Group is a global firm with deep roots in Southern California, featuring an integrated team of dedicated and experienced planners, architects, engineers, designers, and technology professionals who share a common desire – to help our clients create livable, sustainable, and advanced urban environments.

We organize our expertise into three sectors:



Intelligence

System Design and Software Development



Buildings

Building Architecture, Interior Design, Engineering, (Mechanical, Structural, Electrical).



Infrastructure

Planning, Urban Design, Landscape Architecture, Transportation, and Civil Engineering.

Founded in 1974, IBI employs more than 3,000 professionals in over 60 offices globally. **IBI's Los Angeles office** specializes in mixed-use and residential design, civic facilities, master planning, mobility infrastructure, and is **home to our parametric group**, the firm's global parametric design practice.

IBI is well-known throughout the world for our innovative transportation practice, which has led the industry in transit-oriented development for decades, and focuses on sustainable transportation solutions for our public sector clients. The depth of our firm's design experience spans across all surface transportation modes, from transit to autos to walking and cycling, allowing our staff to design

tailored solutions to meet the needs of the communities and clients we work for on a daily basis.

Through 47 years of practice, IBI has worked with numerous cities and agencies to help catalyze transportation investments with coordinated land use planning. Our parametric approach unlocks the capability to test **thousands of potential scenarios**, and can be tailored to cities of a few thousand residents up to a few million. With our proven track record in gleaning new insights from complex information, we are confident that the team we have assembled has the knowledge and experience that the Gateway Cities COG needs.

• Our 60+ global offices span 4 continents, across 8 countries.

We know the Gateway Cities

Our team is lead by Southern California locals. We've lived, worked, studied, and played here, and together we've completed impactful projects in the region.

Our 'Placekeeping' focus encourages the innovative thinking necessary to developing adaptive designs in the face of rapid societal change. We carefully balance social, environmental and economic priorities within the design of our complete communities.

We have global experience & local knowledge

We believe in complete communities

We are a fully integrated, multi-disciplinary consulting firm offering a broad range of services to GCCOG. We are planners, architects, and engineers who bring decades of relevant work experience to the table.

We have built the ideal team

We are multi- disciplinary

We prioritize equity and inclusion

Why you should work with us

We are focused on resiliency

We are ready to listen

We know technology

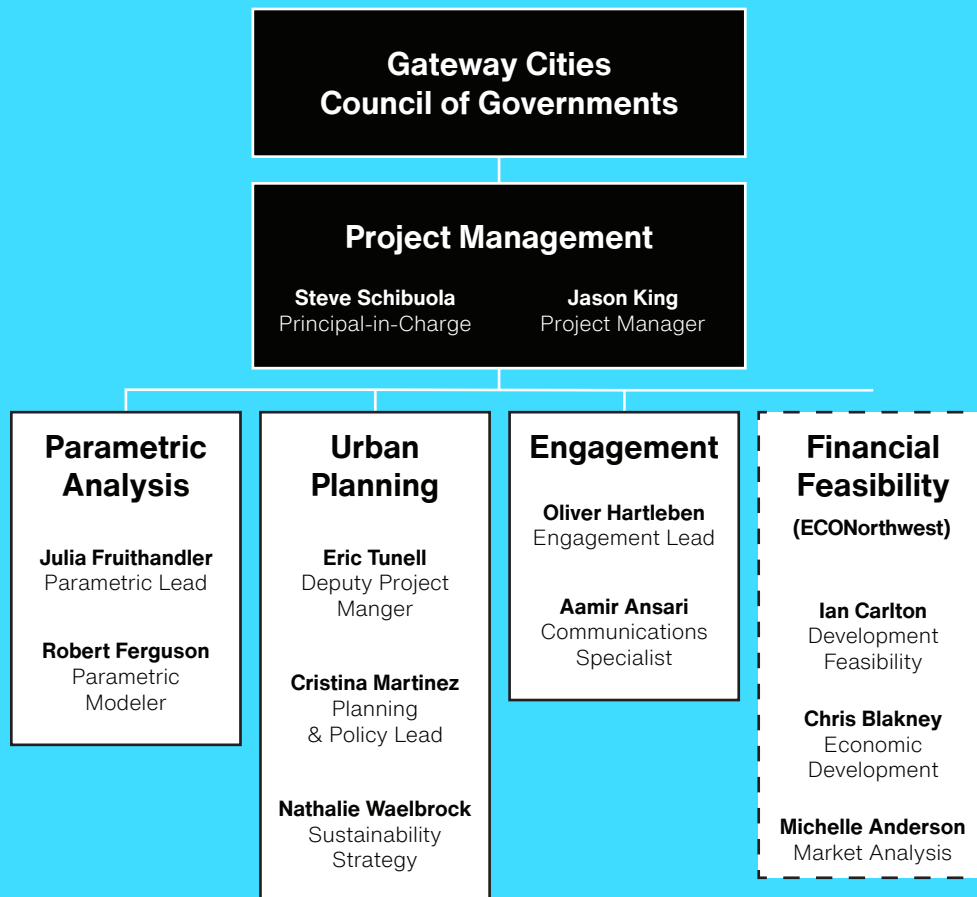
IBI Group is a technology driven firm, and our industry leading, in-house parametric design team has unique cross-sector experience working on data-driven projects.

We value qualitative and quantitative

We're passionate about technology, but we're also invested in people. While we believe in the power of data-driven decisions, we know that those decisions are best informed by lived experience.

Our Team

We have carefully crafted our team to provide GCCOG with the highest caliber of expertise, including highly-skilled and motivated experts from Southern California and our strategic partner, ECONorthwest. We have the in-house, multi-disciplinary knowledge to develop a parametric model that allows GCCOG cities to quickly analyze complex data, consider a variety of outcomes, and make informed housing, land use and TOD decisions.



Steve Schibuola
Principal-in-Charge

As one of IBI's most experienced partners, Steve brings over thirty years of experience in a diverse variety of urban transportation disciplines. His familiarity with the Gateway Cities COG area through projects like the Green Line Extension Feasibility and BRT Vision & Principles Study will lend strategic guidance to the project. In addition to technical experience with strategic and service planning for public transportation, feasibility studies and environmental assessments, and research in the field of sustainable transportation, he is a proven consensus-builder, adept at communicating between technical experts, elected officials, and concerned residents.



Jason King
Project Manager

IBI's global lead for parametric design, Mr. King brings two decades of experience as an architect, planner and parametric designer to oversee our multidisciplinary project team. As project manager, he will use his experience from projects of similar size and scope to efficiently guide all aspects of the study, from behind-the-scenes technical analysis to the public-facing visuals. His ability to use complex datasets to make evidence-based decisions across IBI's sectors is central to his work in designing cities and architecture, but his years of experience translating that work into recommendations that public sector officials can implement will prove invaluable to this study.



Eric Tunell
Deputy Project Manager

As deputy project manager, Mr. Tunell will work closely with the task leads to keep the project on-schedule and on-budget, ensuring that the technical efforts are aligned and sequenced with the needs of the GCCOG project manager and team. He has integrated parametric planning into IBI projects for over three years, and as an urban planner Eric has contributed planning support and community engagement to studies of BRT and heavy rail corridors, county-level transit and land use integration studies, first/last mile plans, and TOD plans. He also brings experience in public relations and communications to ensure that deliverables are clear, concise, and consistent with the standards of the GCCOG.



Julia Fruithandler
Parametric Lead

Ms. Fruithandler will serve as the parametric design lead, applying her experience gained on projects of similar size and complexity (e.g. Metro's Countywide BRT Vision & Principles Study and the Redmond Visioning and Land Use Scenario Development project) to guide the modeling process and customize it to the Gateway Cities area. With four years of experience in spatial science and urban planning in both the public and private sectors, she has proven experience creating, managing, and manipulating data, creating web-enabled interactive maps, and identifying innovative ways to connect quantitative analysis with stakeholder engagement.



Oliver Hartleben
Engagement Lead

Mr. Hartleben brings his experience in planning, public administration, and engagement of public, private and community stakeholders for the identification of opportunities for collaboration. Oliver will guide the stakeholder engagement, creating a process that allows the COG and municipal representatives to engage hands-on with parametric planning, virtually or in-person. Mr. Hartleben is experienced in conducting online engagement, and has crafted dozens of tailored engagement exercises. In response to the COVID-19 pandemic, he led the development of IBI's Digital Foyer, an experiential virtual environment that serves as an online portal for community engagement.



Cristina Martinez
Planning & Policy Lead

With seven years of experience in data-oriented urban planning projects, Ms. Martinez will guide the policy analysis and planning efforts to ensure that technical outputs from the modeling are compatible with the constraints and conditions found in GCCOG member cities. Her expertise lies within transportation and land use planning, complete streets, active transportation, and multimodal connectivity, and she has worked on relevant studies throughout Los Angeles County. As Regional GIS Lead for the United States, she coordinates IBI's global network of GIS professionals to further integrate geospatial technology into IBI's project work, and will incorporate best practices for mapping and visualizations into the project.

Partners

ECONorthwest

ECONOMICS • FINANCE • PLANNING

ECONorthwest is a finance, economics and planning firm based in Portland, Oregon with additional offices in Los Angeles, Bend, Eugene, Seattle, and Boise. They understand that businesses and governments face difficult decisions about how to make the best use of limited resources. They help their clients make thoughtful, data-driven decisions using tools and methods that meet the highest standards of best practice. Their work in growth management focuses on long-range planning for efficient land use and infrastructure development. They support governments in assessing market conditions, forecasting housing and employment growth, analyzing the fiscal impacts of growth, inventorying buildable land, and comparing the supply and demand for development. Their analyses have supported land use planning changes in cities big and small, both throughout Southern California and around the country.

ECONorthwest has successfully completed TOD and market studies in the City of Los Angeles, analyzed housing potential in LA County under the previously-proposed SB 50, and is currently leading projects in the Cities of Bakersfield, Alhambra, and Redlands.

IBI and ECONorthwest have a history of successful collaboration including working together on parametric modeling projects.



Chris Blakney
Economic Development

With 17 years of experience at the cross-section of development economics and economic development, Mr. Blakney works with a range of public and private sector clients to develop strategic actions that address challenging policy questions around affordable housing, land use, economic development, and growth management. Along with Ms. Anderson, he will guide the financial analysis and market feasibility aspects of the project, bringing extensive knowledge of Southern California and the ongoing changes to its evolving policy landscape.



Michelle Anderson
Market Analysis

As the market analysis lead, Ms. Anderson brings six years of experience in real estate, land use, and affordable housing policy and development to the financial analysis for the project. She will assist IBI with the scenario analysis and model development, ensuring that the approach is aligned with market feasibility, construction value, economic development, value capture, and other fiscal analyses. Ms. Anderson is skilled in creating and analyzing financial pro formas, directly engaging with community stakeholders, and employing visualization software to model development feasibility. She also has experience in both affordable and conventional multifamily housing development.

Project Understanding

Councils of government exist to address complex multidisciplinary and multiagency issues, yet staff are often tasked with varied, complicated workloads that may not allow a deep dive into comprehensive, quantitative planning. Within this context, IBI is pleased to outline the following approach to parametric modeling of land use change scenarios. It is based on the following priorities:

- **Make complex information manageable, understandable, and communicable** - Our deep knowledge of Southern California will inform the development of a parametric model that is customized to the needs of Gateway Cities COG staff and member cities/agencies.
- **Plan for equity-oriented growth** - Measures of equity will be incorporated into the modeling process from the beginning and validated with key stakeholders, not added at the end as an afterthought.
- **Build consensus across jurisdictions** - Our team has utilized this approach on projects of similar scale and scope (including within the study area), and will generate solutions that are visually compelling and that will help the COG to drive discussions around shared values, goals, and objectives. The team will produce outputs that are aimed for review by key stakeholders, not for burying in an appendix to a technical report.
- **Deliver results quickly to help cities achieve their targets** - With housing element updates due immediately and an affordability crisis intensifying, our team is sufficiently staffed to begin work now and to respond and deliver results according to the timeline referenced in the RFP.
- **Flexibility and creativity** - In addition to being prepared to work at multiple scales and with a range of sensitivities, our team also includes subject matter experts on sustainability and economic development, so that adjustments to the analysis can respond to the needs of COG staff over the life of the project.



In a region of 2 million people...



52% are renters



35% live in Metro Equity Focus Communities



49% have some college or higher



52% of land is used for single family residences

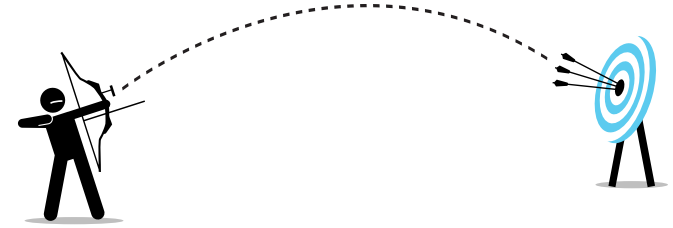


55% speak Spanish



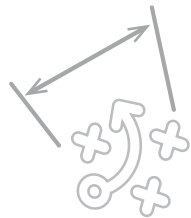
40% are children or seniors

Methodology



Parametric Modeling

Parametric modeling is a customizable algorithmic process enabling the architect or planner to efficiently and effectively process complex information, associating multiple parameters (or datasets) as design drivers for evidence-based decision making. In other words, parametric design is like a recipe— the ‘ingredients’, or parameters, can be customized in real-time to change the end result, producing optimized solutions through a highly iterative process.



Parametric design is able to generate and evaluate countless scenarios very quickly, making it an excellent tool for engagement. Therefore, **we see engagement being fully enmeshed with the parametric process.** We propose 3 work sessions with the working group to develop probing questions that should be analyzed, collectively, using the parametric tool for each level of analysis. Our intention is to involve stakeholders every step of the way, working with them to both define and determine scenarios. While there will be a formal engagement process, we may work with relevant groups at any point throughout the project, when decisions need to be made or the process otherwise requires it.

Stakeholder Engagement



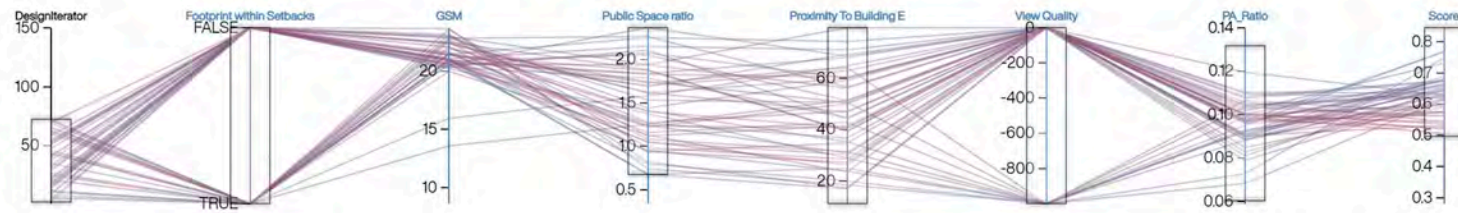
Project Management



Our consultancy will be carried out by an efficient, multidisciplinary team that has worked together on numerous projects. This also applies to our subconsultant **ECONorthwest, with whom we’ve worked on relevant projects** in the past, such as the Redmond Visioning & Land Use Project. This project will be managed by Jason King and Eric Tunell, both of whom live, work, and have received their planning education in Los Angeles, and who will be only a short distance away should in-person meetings be needed.



ADD/REMOVE COLUMNS | SAVE SELECTION TO FILE | RESET SELECTION | EXCLUDE SELECTION | ZOOM TO SELECTION | LOAD CUSTOM SETTINGS | SHARE LINK | L | M | S



Our iterative parametric process enables optimization through multi-criteria analysis and the efficient generation of thousands of potential solutions.

Attributes

Designator : 38
 Footprint within Setbacks : FALSE
 GSM : 21.496433
 Public Space ratio : 1.242504
 Proximity To Building E : 31.062598
 View Quality : 0.212644
 PA_Ratio : 0.089696
 Score : 0.680431
 Rating : 0

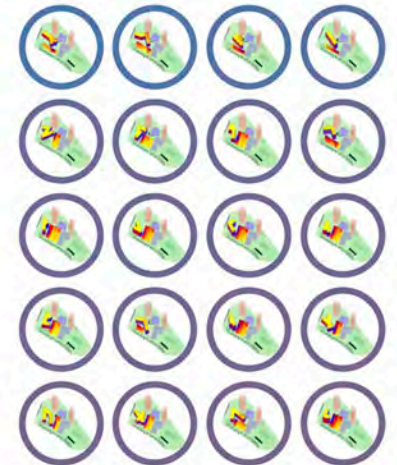


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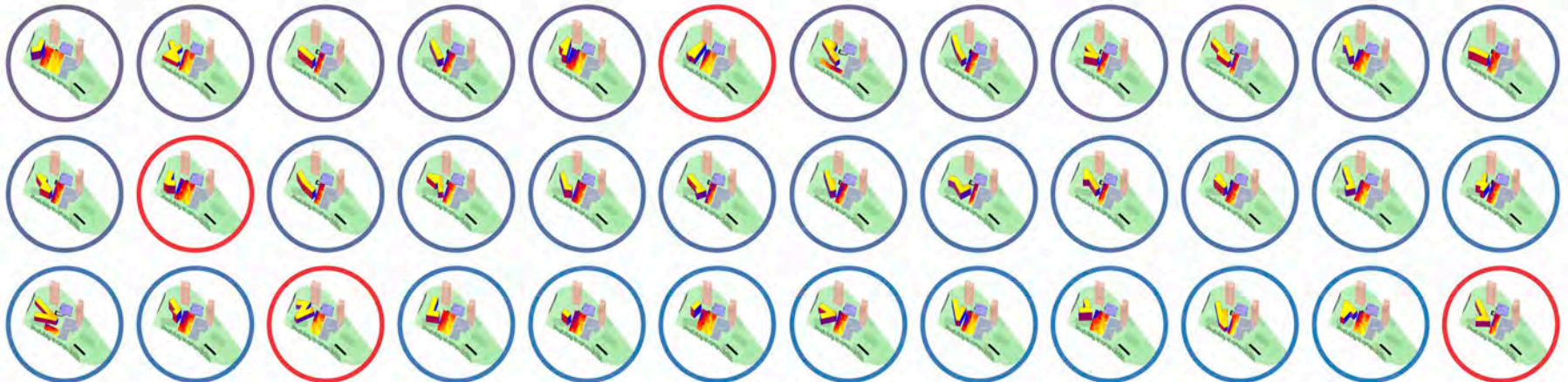
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Sort Results by: SCORE

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Sort Results by: DESIGNATOR



Scope of Work

Task 1

1.1 Kickoff Meeting

We will introduce our team, establish roles and responsibilities, determine communication protocols, review project objectives, confirm scope of work, schedule, and deliverables, and solidify the base information required for Task 2. The kickoff meeting will be structured like a client-consultant workshop to co-define a series of principles that guide the project.

1.2 Bi-weekly Meetings

We will prepare agendas, produce notes and track action items for up to 24 bi-weekly coordination meetings with the COG's project managers. These can be virtually or in-person, as is viable. The meetings intend to proactively coordinate the project and are an opportunity to review schedule, budget and actions using an integrated tracking spreadsheet. Status updates and previews of the model may also be discussed. In addition to these scheduled meetings, our PM may request additional project status conference calls if the pace of the project demands it, urgent corrective action is required, or crucial decisions need to be made.

1.3 Monthly Progress Reports

At the end of each month, a bullet-point progress report/summary will be submitted to the client, documenting major changes and updates in the past month.

Task 1 Deliverables

- Meeting agendas
- Meeting notes
- Integrated schedule and budget tracking spreadsheet, updated bi-weekly
- Slide presentations (as required)

Task 2

2.1 Working Group Formation

IBI Group will assist in the formation of a volunteer working group of COG staff members, the WSAB City Manager TAC, representatives from SCAG, Metro staff, and other agencies as appropriate. This group will be convened up to four times: once to initiate the model building process, and once for each project scale (region-wide, corridor, and parcel-level). Depending on the scenario at hand, certain subgroups of the working group may be gathered to conduct sensitivity testing and work collaboratively with the parametric team.

2.2 Data Needs Checklist

With COG staff, we will co-create a list of data to be included in the model. This is intended to be a 'wish list' our team can use as a target

when looking for available data. We will work with COG staff to identify datasets that may require assistance from the COG or cities to provide.

2.3 Prioritization Exercise

Led by our experienced engagement team, this meeting will inform how we build our models, allowing for modification of our proposed methodology as needed. The intention for the exercise is to build consensus across jurisdictions with widely varied and sometimes competing interests. With all stakeholders gathered, our engagement team will review the proposed methodology and scale of the model, particularly focusing on Task 4.1, where we will visualize priorities and put together criteria for a region-wide assessment. We will dive into aspirations for the region, strengths and weaknesses and opportunities for growth. Depending on public health guidelines, this may be conducted in-person or virtually.

Task 2 Deliverables

- Priorities matrix, created in conjunction with stakeholders
- Project schedule
- Project metric tracking report
- Wish list of datasets and discussion of sources

Task 3

3.1 Data Collection

Data collection will occur concurrently with Task 2, prompted by the data needs checklist produced in Task 2.2. As such, the team will begin to identify available data within the wish list, making note of any data not publicly available that may require city or COG assistance in collection. Geodata that is available will be organized into folders shareable over SharePoint or Dropbox.

3.2 Policy & Housing Element Review

There are several relevant policies in different phases of implementation that need to be evaluated and integrated into our modeling process. The 6th cycle housing element is due just before project kickoff, with revision anticipated throughout this project's timeline. We also expect the recent

passing of SB9 to greatly affect development patterns in the region. It is paramount that all parties understand each municipality's current policies and plans. With additional expertise from ECONorthwest, who is consulting on several housing element plans in the region, IBI will report on relevant policy changes, with special attention to proposed rezoning efforts. It is expected that these changes, if not already in geospatial format, will be converted into information useable in the parametric model, such as a spreadsheet, shapefile or CAD.

3.3 Market Based Building Prototypes

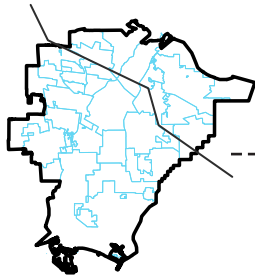
Informed by Task 3.2, ECONorthwest and IBI Group will work with the COG and COG cities to determine prototypical buildings customized for local conditions. Metrics that will be considered for prototypes include ideal ranges of lot size, lot coverage, FAR, mix of uses, unit size, parking, and geographical or logistical construction constraints. The period of analysis for market feasibility needs to be determined as it will be a factor in Task 4.3.

Task 3 Deliverables

- Report on missing/inconsistent data and formal data requests
- Draft region wide model
- Documentation of transit-oriented policy
- List of typologies

Task 4

REGION-WIDE



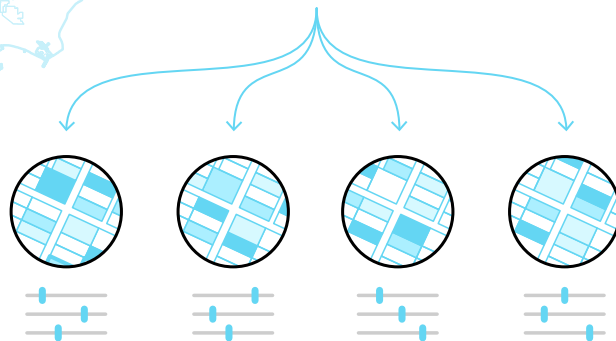
CORRIDOR



FOCUS AREA



SENSITIVITY TESTING



4.1 Region-wide Assessment

The goals of the region wide assessment are firstly to visualize opportunity and need in order to create a common understanding of existing conditions, and to identify focus areas that merit a more granular analysis. It is intended to assess the region at a high level, much like the region-wide assessment for North County Transit District (NCTD) in northern San Diego County (see p.17 for details).

This assessment may involve transportation, housing, the environment, and so forth, and will call upon the priorities and goals discussed in Task 2.3. Within this model, the transportation corridors will also play significantly into our understanding of the region by acting as an attractor or force. We also understand that housing is a significant stressor on the region, and part of the assessment will be to visualize the difference between RHNA requirements and currently built units, allowing the COG to understand where modeling needs to be focused. Depending on the status of housing element updates, data from the reports may be incorporated into our regional understanding. As housing elements evolve, the flexibility of the parametric model will allow us to add new data and/or update existing information. Resulting focus areas may be neighborhoods, cities or station areas.

4.2 Corridor Assessment

The Gateway cities are slated to see major change in transportation in the coming years, necessitating further modelling focus on and around new transit. At this scale we will model potential land use changes that

will impact the corridor. Zooming in to compare such criteria as land use, zoning and walkability around transit corridors will allow us to determine areas around transit specifically that need extra attention for land use change. With the understanding that not all areas are suitable for TOD or other forms of intensified development, the model will assess economic indicators provided by ECONorthwest, to visualize where market absorption is higher and thus where development should be focused.

4.3 Focus Area Assessment

→ In the focus area assessment, we will treat the the parcel as the mechanism for land use change. Parcels are chosen by moving the levers of criteria, allowing stakeholders to ‘play’ with parameters to determine the catalysts for parcel selection. On these parcels, we will use market-based prototypes to propose housing that is financially viable and conforms to trends in the region. Importantly, housing will be optimized for the number of units required by a focus area’s respective city. Understanding that culturally rich and equitable neighborhoods are ones in which people have access to their needs within a short walk, bike or transit ride, the model will incorporate elements of the ‘15 minute city’ concept (see p.18 for detail), augmenting land use distribution across all focus areas based on context-specific amenity analysis. Focus areas will moreover be designed in such a way that each has its needs met and its unique characteristics maintained, and also works in synergy with other focus areas to distribute services across the region as well as internally. The result will be specific parcel level interventions that optimize the goals and priorities of our working group, proposing housing supply and complete communities that will address the needs of the region as it changes.

4.4 Sensitivity Testing and Scenario Selection

→ After the model is built for each phase, sensitivity testing of the model will be conducted by the parametric team with the working group to consider different priorities and weigh criteria, ultimately determining scenarios optimized for stakeholder needs. We recommend conducting three meetings with the volunteer stakeholder group; one after each scale of the model is completed, in addition to intermittent sensitivity testing as needed. We will assess the criteria included in the model and allow stakeholders to ask ‘what if’ questions to see how changing the weights and parameters of the model impact the outcome. It is assumed that most of this will be accomplished in the bi-weekly meetings, but we also intend to include up to 8 extra meetings.

Task 4 Deliverables

- Agenda for each modeling workshop
- Documentation and notes of each modeling workshop, including the final parameters determined
- Parametric models at multiple scales

Task 5

5.1 Housing Element Alignment

If necessary, land use scenarios identified by the model can be compared to the respective housing element. With ECONorthwest, comparisons between an optimized scenario and the housing elements can be drawn to determine where plans may be able to better utilize their land supply.

5.2 Interactive Mapping

Land use scenarios and their metrics will be mapped in a web-enabled map, allowing stakeholders to easily view and investigate the results in their own time. These maps will be hosted using ArcGIS Online or other Esri services.

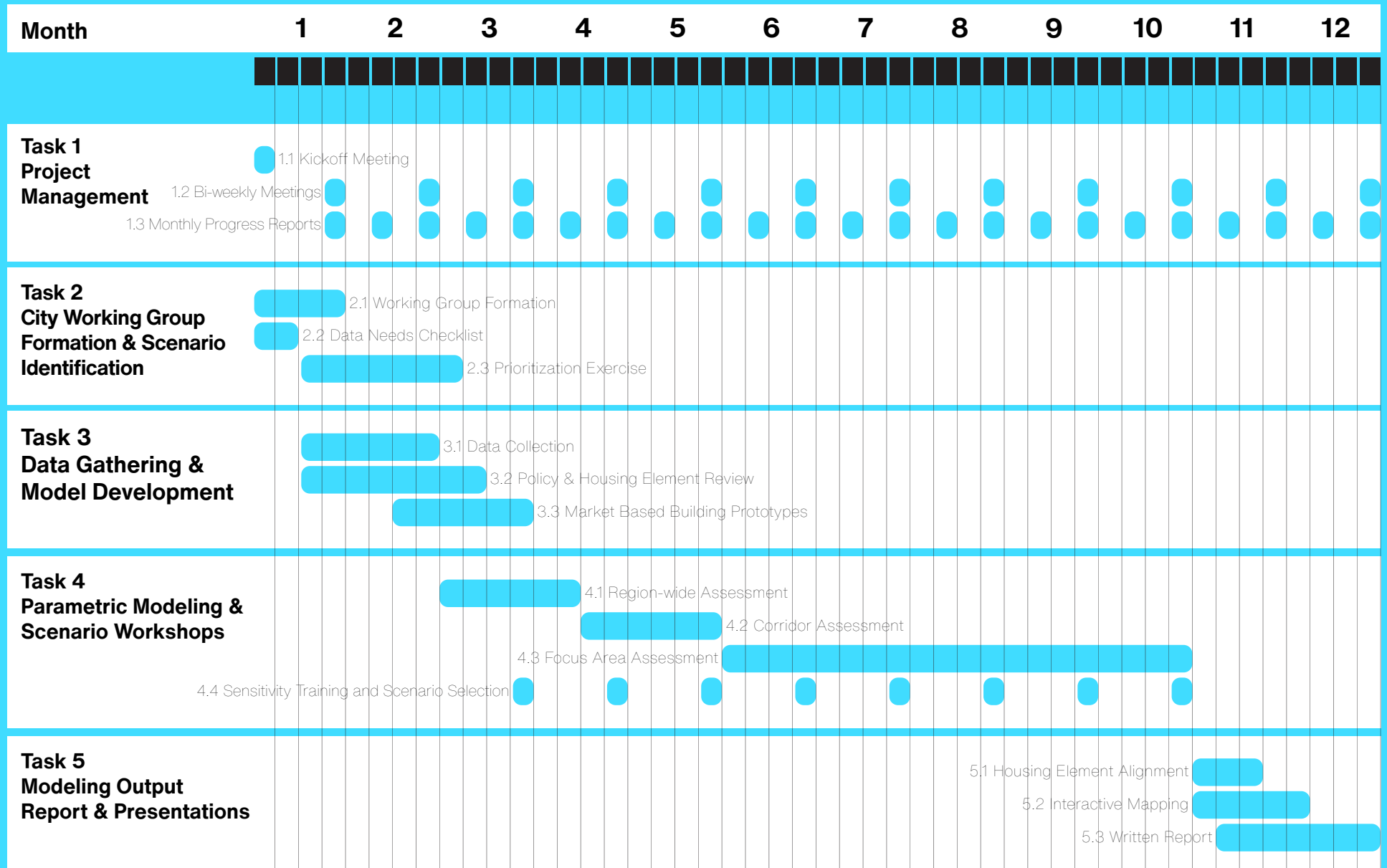
5.3 Written Report

Upon completion of the model, a written report will document the results, methodology, relevant policy and datasets included in the model, as well as maps and graphics that depict changes recommended as a result of the parcel level assessment. The report will include Key Performance Indicators (e.g. housing units, and corresponding zoning recommendations, per municipality, amenity and land use optimization around transit corridors, equity, change in displacement risk) and statistics indicating compliance with HCD RHNA.

Task 5 Deliverables

- Memo regarding housing element alignment
- Web mapping application
- Final report
- Presentations to COG Planning Directors Committee, WSAB City Managers, and COG Board

Schedule



Cost Estimate

		IBI									ECONorthwest			Total Hours	Subtotal (Labor)
		Principal-In-Charge	Project Manager / Senior Parametric Designer	Deputy Project Manager	Engagement Lead	Parametric Lead	Planning and Policy Lead	Parametric Modeler	Visual Communication Specialist	Sustainability Strategy	Development Feasibility	Market Analysis	Economic Development		
		Steve Schiboula	Jason King	Eric Tunell	Oliver Hartleben	Julia Fruithandler	Cristina Martinez	Robert Ferguson	Aamir Ansari	Nathalie Waelbroeck	Ian Carlton	Michelle Anderson	Chris Blakney		
Task #		\$350	\$275	\$115	\$185	\$115	\$115	\$65	\$100	\$125	\$260	\$150	\$220		
TASK 1 – PROJECT MANAGEMENT															
1.1	Kickoff Meeting	3	3	3	3	3	3	3		3	3	3	3	33	\$5,925
1.2	Bi-weekly Meetings	12	30	30	4	24				4		6	6	116	\$22,120
1.3	Monthly Progress Reports	2	12	12										26	\$5,380
														175	\$33,425
TASK 2: CITY WORKING GROUP FORMATION & SCENARIO IDENTIFICATION															
2.1	Working Group Formation		4	4										8	\$1,560
2.2	Data Needs Checklist		2			5	5				4	4	4	24	\$4,220
2.3	Prioritization Exercise(s)	2	8	10	16	10		4		4	4	4	4	32	\$11,440
														64	\$17,220
TASK 3 –DATA GATHERING															
3.1	Data Collection		6			40	20	40						106	\$11,150
3.2	Policy & Housing Element Review		4	32			32				8	20	60	156	\$26,740
3.3	Market Based Building Prototypes		4	4		4					12	20	60	104	\$21,340
														366	\$59,230
TASK 4 – PARAMETRIC MODELING & SCENARIO WORKSHOPS															
4.1	Region-wide Assessment		20			72		60		4	4	4	8	172	\$21,580
4.2	Corridor Assessment		20			72		60		4	4	4	8	172	\$21,580
4.3	Focus Area Assessment		20			72		60		4	4	4	8	172	\$21,580
4.4	Sensitivity Testing and Scenario Selection		60		20	180		100			8	12	20	400	\$55,680
														916	\$120,420
TASK 5 - MODELING OUTPUT REPORT & PRESENTATIONS															
5.1	Housing Element Alignment		10	40			40				8	16	16	130	\$19,950
5.2	Interactive Mapping					80	24	24						128	\$13,520
5.3	Written Report	24	160				20	24	60	20	8	16	16	348	\$72,760
														606	\$106,230
	TOTAL HOURS	43	363	135	43	562	144	375	60	43	67	113	213	2095	
	TOTAL LABOR	\$15,050	\$99,825	\$15,525	\$7,955	\$64,630	\$16,560	\$24,375	\$6,000	\$5,375	\$17,420	\$16,950	\$46,860		\$336,525
	DIRECT COSTS (Printing, Parking, Courier)														\$13,461
	TOTAL FEE														\$349,986

Projects & References

	Land Use Planning	Transit Oriented Development	Cross-Jurisdictional Collaboration	Equity Focus	Housing Allocation Element	Market Analysis
Redmond Growth Visioning and Land Use Scenario Development	●	●		●	●	●
NCTD Land Use & Transportation Integration Study	●	●	●	●	●	
Bedrock 15-Minute Neighborhood Development Strategy	●	●		●	●	●
Vermont Transit Corridor – Rail Conversion / Feasibility Study	●	●	●	●		
Metro Countywide BRT Vision & Principles Study			●	●		
Sound Transit West Seattle to Ballard LRT Alternatives			●	●		
21 Elements California RHNA Support	●		●	●	●	●

References

Metro BRT Vision & Principles Study

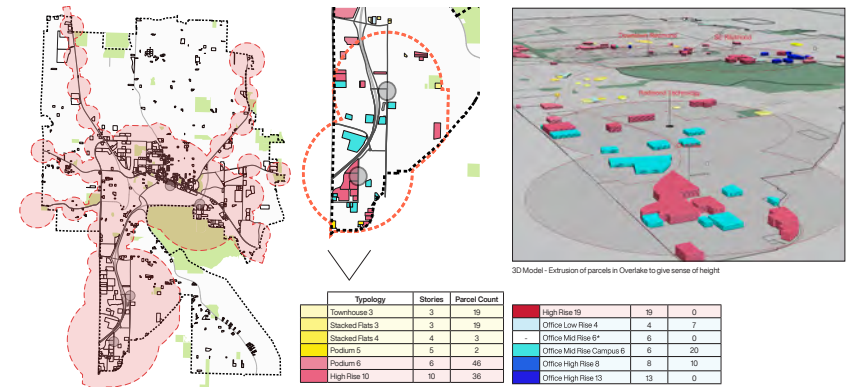
Paul Backstrom Manager, Transportation Planning
BackstromP@metro.net
213 992 2183

Redmond Growth Visioning & Land Use Scenario Development

Caroline Chapman Senior Planner
ckchapman@redmond.gov
425 556 2442

Metro Vermont Transit Corridor - Rail Conversion

Martha Butler Senior Director
ButlerM@metro.net
213 992 7661



Redmond Growth Visioning & Land Use Scenario Development

Location: Redmond, WA

Client: City of Redmond

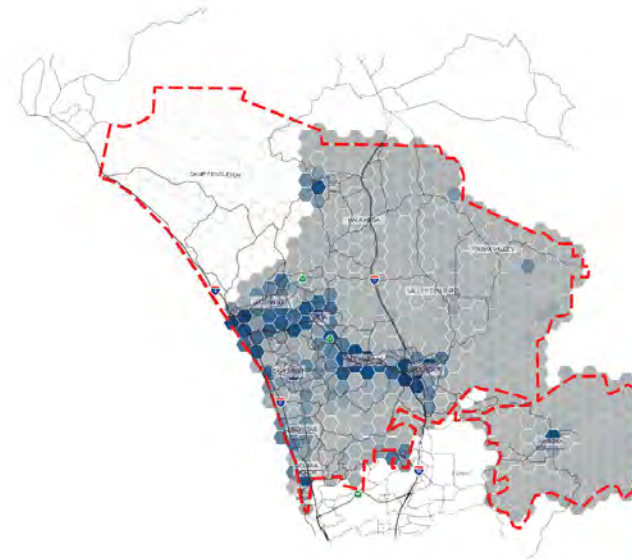
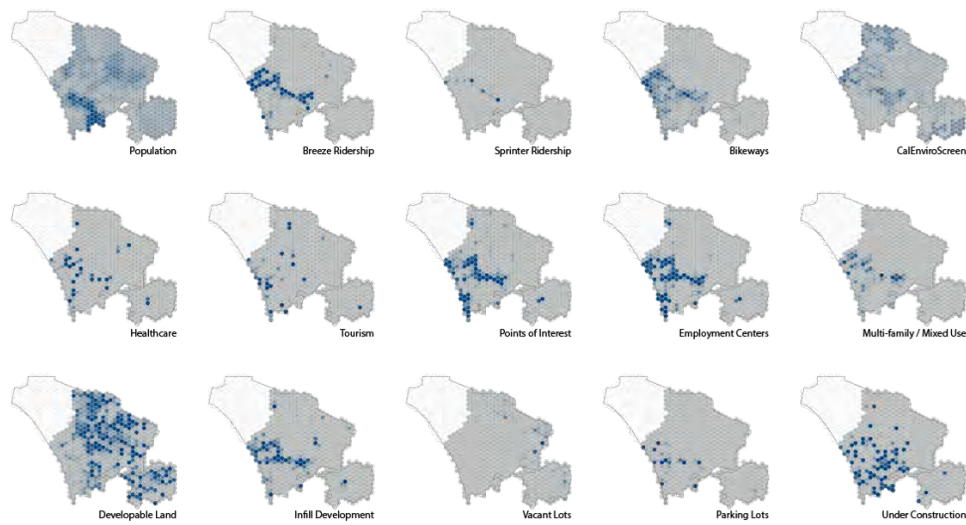
Status: 2020-Ongoing

Redmond is currently undertaking a periodic update of the Redmond Comprehensive Plan. A focus of this update is accommodating growth, specifically planning for urban centers and new light rail station areas. The goal of the Redmond Comprehensive Plan Visioning Process is to direct the location and form of future growth to best meet the vision and regional policy goals. The parametric team conducted a baseline evaluation of existing conditions to understand the constraints of current zoning policy.

The parametric team then facilitated engagement by giving the public access to a simplified, web version of the model, placing varying concentrations of growth in desired locations until growth goals were met.

To create optimized growth scenarios, the team modeled parcel and building criteria, informed by a pro forma of market-tested building prototypes. Together these were applied to selected parcels and were evaluated by performance indicators such as walkability, VMT, displacement risk, housing affordability, and building/parcel compatibility and public opinion from the online tool.

The result was two scenarios, both intentionally required to be compatible with planned growth. The scenarios enabled a discussion about trade-offs and benefits and provided data to support rezoning efforts to accommodate growth.



CRITERIA	WEIGHT
Population	4 %
Employment	7 %
CalEnviroScreen Scores	4 %
Healthcare Facilities	3 %
Educational Facilities	6 %
Points of Interest / Destinations	8 %
Tourist Destinations	4 %
Parking Lots	2 %
Vacant Lots	5 %
Development (Under Construction)	5 %
Multi-Family / Mixed-Use Developments	8 %
City / County-Owned Land	7 %
Developable Land	4 %
Infill Developable Land	4 %
Affordable Housing Developments	8 %
Smart Growth Areas	8 %
Bike Routes	2 %
Pedestrian / Bike Collisions	1 %
BREEZE Ridership	6 %
SPRINTER Ridership	3 %
COASTER Ridership	1 %
TOTAL	100 %

NCTD Land Use and Transportation Integration Study

Location: North San Diego County, CA

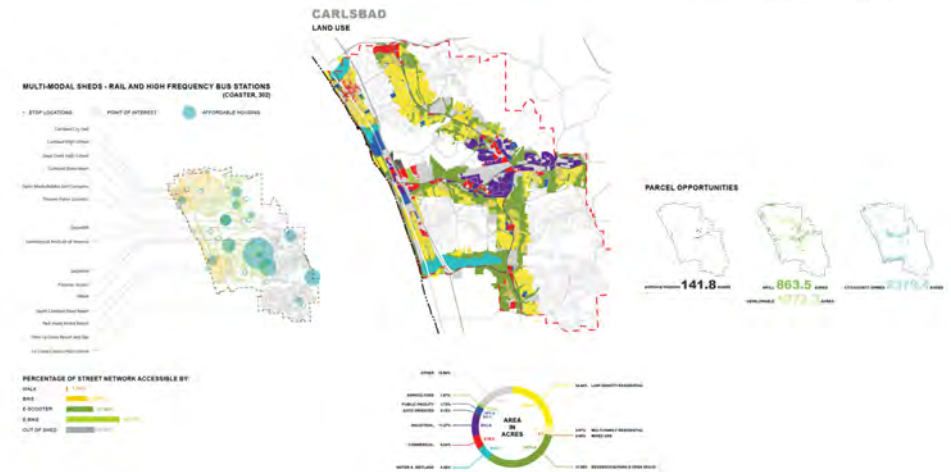
Client: North County Transit District

Status: 2018-19

The North County Transit District (NCTD) Land Use and Transit Integration Study was a county-level transit study designed to gain a thorough understanding of transit patterns and needs within the agency's 1,200 square mile service area. The study's goal was to guide planning for future transit operation improvements within the NCTD in order to provide equitable access to transit, increase multi-modal transportation choices for local and regional travel, and design innovative service delivery strategies to best meet the needs of the area's diverse population.

Although the study considered the entire county, the analysis occurred at the regional, corridor, and parcel levels. The existing land use and planning conditions were analyzed in the region in order to identify gaps between land use and mobility, as well as to come up with strategies to address these gaps.

The existing condition of the region's transit networks were further analyzed in order to assess which areas in North San Diego County would be suitable for TOD. The parametric process combined land use data, TOD data, and a multimodal sheds analysis to identify ten focus corridors



as well as specific locations recommended for improvements. The study also incorporated demographic and equity analyses of the region to identify which areas of the NCTD service area are particularly disadvantaged with respect to access to transit, with adjustments to recommendations made based on stakeholder feedback and in accordance with the NCTD's policy goals.



Bedrock 15-Minute Neighborhood Development Strategy

Location: Cleveland, OH

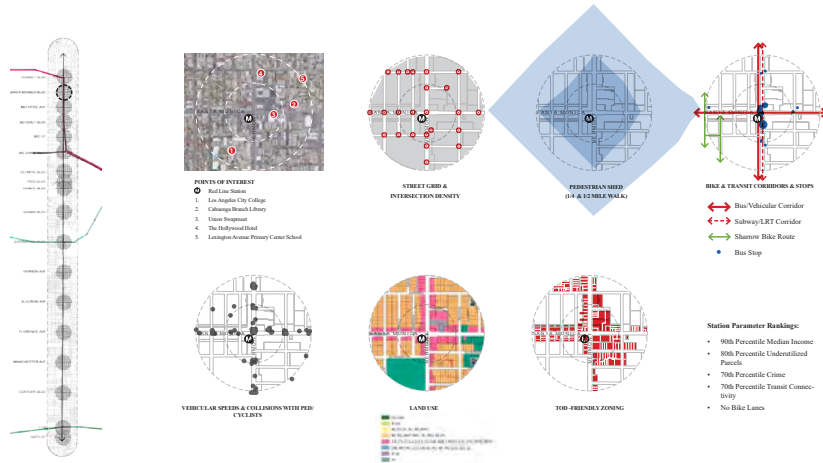
Client: Bedrock

Status: 2021-Ongoing

IBI was retained to develop a comprehensive, data-driven urban design vision for several districts in Detroit and Cleveland. In pursuit of this goal, a parametric model was designed to first analyze existing conditions before projecting optimal future development scenarios. Initial analysis included mapping of demographics, land use, amenities, transit, economic opportunities, and other key datasets. These quantitative data were then corroborated with client and external stakeholder engagement to provide a holistic understanding of deficiencies, opportunities, and aspirations for the districts on which to base the subsequent generative parametric study.

The model was further developed to project population growth, and to quantify, locate, and generate program-specific development to drive the growth of economically and socially robust communities. The model's benchmark for such communities was the '15-minute neighborhood' – a complete, pedestrian-focused community in which residents can access all day-to-day needs within a 15-minute walk from their homes. Model outputs, including district-level and parcel-level revenue and program mixes, were used to identify highest-and-best-use for Bedrock-owned properties, to suggest possible acquisitions, and finally, to underpin a complete urban design vision for the districts.





Vermont Transit Corridor - Rail Conversion / Feasibility Study

Location: Los Angeles, CA

Client: Los Angeles County Metropolitan Transportation Authority

Status: 2018-19

IBI was the prime consultant analyzing the Vermont Transit Corridor, Metro's workhorse north-south bus corridor that moves 40,000+ riders per day and is thus a 'natural' for higher-speed, higher-reliability transit service. The project's objective was to plan and design a BRT service while developing conceptual alternatives for rail service, ensuring the BRT service does not inadvertently preclude or impede future conversion to rail.

In addition to developing the project understanding, defining the mobility needs of the corridor, and leading conceptual engineering for BRT service, IBI applied parametric design to the Transit Oriented Communities (TOC) analysis. The TOC work incorporated land use, transit, walkability, equity, and other data into a model that Metro could use to identify TOC focus areas.

The parametric team created two categories of analysis: 'TOC Ready', those locations which are already well-positioned to succeed; and 'TOC as Catalyst', those locations which have the basic infrastructure for TOC, but may need additional equity-focused investments to realize TOC goals. The model was refined over the course of the project to reflect updated policy guidance from Metro, ensuring that the end product accurately reflected the agency's needs and priorities.



Metro Countywide BRT Vision & Principles Study

Location: Los Angeles, CA

Client: Los Angeles County Metropolitan Transportation Authority

Status: 2019-21

As part of LA Metro's program of expanded transit investment, IBI was part of a team that successfully completed the BRT Vision & Principles Study, a comprehensive path forward for BRT in Los Angeles County. In addition to contributing significant portions of the design guidelines that define operating characteristics, intelligent transportation systems technology and station design, IBI also led the identification and screening process for Metro's future BRT corridors.

Parametric design was instrumental to this process. The team customized an algorithm that analyzed every major arterial in Los Angeles County based on a range of factors, in turn identifying several potential new corridors that previously had not been studied. In addition to these newly-defined corridors, the team also incorporated previously-studied corridors and those suggested by the Technical Advisory Committee—over 100 in all—into a model that allowed Metro to compare a wide range of alternatives.

The process ensured that Metro staff, representatives of cities and other agencies, and the general public were assured that all options were considered and evaluated equally, and that the corridors recommended for near-term implementation met the right balance of transit performance, TOC potential, and equity goals.

Sound Transit West Seattle to Ballard LRT Alternatives

Location: Washington

Client: Sound Transit

Status: 2017-Ongoing

The West Seattle - Ballard Link Extensions is an expansive planning and implementation project for a light rail investment from Ballard to West Seattle via a new tunnel under downtown Seattle. ECONorthwest is conducting TOD assessments to inform project designs and right-of way acquisition strategies as the project proceeds through alternatives development, EIS, and other design phases. As part of a large interdisciplinary team, ECONorthwest is providing analysis of diverse real estate development opportunities along the route that involve industrial preservation, integrated tower joint development, mixed-use development, neighborhood infill, and vertical industrial development.

The work includes a focus on affordable housing to support Sound Transit's equitable development objectives and also contemplates displacement within the corridor, the viability of community-serving land uses, and public policy changes to support more equitable and responsive outcomes. ECONorthwest used MapCraft Labs to analyze TOD opportunities and development propensity across tens of thousands of station area parcels in early phases of the work and is producing site-specific financial modeling for later-stage joint development evaluations.

21 Elements California RHNA Support

Location: San Mateo County, CA

Client: San Mateo County

Status: Ongoing

Working with Baird + Driskell Consulting and MapCraft, ECONorthwest is evaluating the potential housing unit production and fiscal impacts of 10 different land use and zoning policy changes for 18 jurisdictions in San Mateo County, California. This evaluation includes site-specific pro forma analyses across the county to estimate the development feasibility of these different policy options. In this project we compare the market-feasible housing unit capacity and fiscal impacts of each policy to prioritize the strategies that are most helpful to meet each jurisdiction's RHNA allocations as they update their housing elements next year.

21 Elements is an award-winning, innovative, county-wide collaboration in San Mateo County. The project develops tools and best-practice research that can be used by partner jurisdictions in their housing element updates. The program actively engages stakeholder groups, nonprofits, government agencies, and other community representatives to facilitate an inclusive housing element update process. Stakeholders provide input through meetings, presentations, and surveys to suggest policies to study for potential adoption. This process ensures that policy prescriptions are aligned with community vision.



ECONorthwest
ECONOMICS • FINANCE • PLANNING

1001 Wilshire Boulevard
Suite 100-3100
Los Angeles, CA 90017
T 213 769 0011

Contact
Jason King
jason.king@ibigroup.com
T 213 291 5847

Appendix

Steve Schibuola BSCE, MSCE

Director/Principal-in-Charge

Mr. Schibuola has thirty years experience in a diverse variety of urban transportation disciplines including strategic and service planning for public transportation; major investment and alternatives analysis studies, feasibility studies and environmental assessments of transportation improvements; policy and research studies in the field of sustainable transportation; and user needs assessments, software design and operations planning for Intelligent Transportation Systems.

Representative Experience

Metro Countywide BRT Visioning & Principles Study, Los Angeles, CA – Mr. Schibuola is Project Manager for IBI Group's role on the project, which is defining the next-generation BRT in LA County. This includes developing new standards and design guidelines for all facets of a modern BRT including running ways, stations, transit priority, vehicles, passenger amenities, fare collection and boarding protocols, and first-last-mile connections. Specific consideration is being given to how emerging technologies, including autonomous vehicles, will affect BRT. Finally, the study will also identify and prioritize future BRT corridors.

LA Metro Vermont BRT Corridor Rail Feasibility Study, Los Angeles California. Mr. Schibuola was IBI Group's Project Manager for this effort to refine the BRT concepts for the Vermont Corridor, Metro's second-busiest bus corridor. Beyond refining the corridor alignments, station locations, amenities and features according to emerging best practices, this project ensured that BRT on Vermont will support and not preclude future conversion of the corridor to rail. To support the urban design component of the study, IBI Group developed a first-cut 3-d sketch of a future BRT model station based on Metro's Rail Station Kit of Parts Concepts.

Santa Clara/Alum Rock BRT Preliminary Engineering and Final Design– Santa Clara Valley Transportation Authority, Santa Clara County, CA - Principal-in-Charge. ITS and communications system design, and urban design and station architecture for the first Bus Rapid Transit system for SCVTA. The system features a mix of operating conditions including side-running and median-running. IBI Group provided preliminary and final design as well as Design Support During Construction. The service opened to the public in 2017.

SR-15 Freeway BRT Mid-City BRT Stations DSDC, San Diego Association of Governments, San Diego, California - Principal-in-Charge. Architectural and engineering services for mid-level freeway BRT stations on I-15 at El Cajon Blvd. and University Ave. IBI Group has been involved with the project from inception at the alternatives analysis phase through environmental clearance, preliminary and final design, and design support during construction. The system opened to the public in 2018.

Escondido Rapid Bus Transit Priority Concepts Study & Deployment Efforts, Escondido, CA – Mr. Schibuola was Principal-in-Charge for Rapid Bus enhancements to NCTD's Route 350. Study

Education

MA Ap. Sc. (Transportation), University of Toronto, Toronto, ON, 1988

BA Ap. Sc. - Honors (Civil Engineering), University of Toronto, Toronto, ON, 1986

Experience

2011–Present

IBI Group, San Diego, CA, Director

2004–2011

IBI Group, Irvine, CA, Director

2001–2004

IBI Group, Irvine, CA, Associate Director

1994–2001

IBI Group, Irvine, CA, Associate

1988 –1994

IBI Group, Toronto, ON, Transportation Planner

Memberships & Registrations

Professional Engineers of Ontario



efforts included preliminary concepts through final design, public outreach, technical analysis, and cost estimates for TSP, physical priority treatments, associated bus equipment, stop/shelter enhancements, and transit operations adjustments. The system opened to the public in 2009.

OCTA Bus Rapid Transit Demonstration Plan, Orange County, CA – Mr. Schibuola was the Project Manager for this study which nominated and reviewed seven existing OCTA bus corridors for bus rapid transit (BRT) service. After a detailed review process looking at transit operations, street operations, and traffic signal systems in each corridor, three corridors were selected for possible implementation of BRT “Lite” service. These corridors have subsequently been implemented as OCTA’s “Bravo” service.

Regional Mobility Hubs Implementation Plan, San Diego and Imperial Counties, California. On behalf of the San Diego Association of Governments (SANDAG) and the Imperial County Transportation Commission (ICTC), Mr. Schibuola was Project Manager for this effort to define a blueprint for deploying Mobility Hubs throughout the region. A Mobility Hub is a one-stop-shop for First-Last Mile services at major transit stations, including bikeshare, scootershare, carshare, EV infrastructure, autonomous shuttles, ride-hailing services, advanced traveler information, and improved ped and bike amenities and connections into the surrounding community. The project produced a Design Catalog of Mobility Hub Elements, conceptual plans and renderings of sample Mobility Hubs, and an Implementation guide.

North County Land Use and Transit Integration Study and Strategic Multimodal Transit Implementation Plan, North San Diego County – Mr. Schibuola is Principal-in-Charge for these dovetailing NCTD studies. The Land Use and Transit Integration S provided a thorough understanding of existing and future land use planning and development efforts throughout NCTD’s service area, to ensure that transit service adapts and responds to the changing community landscape by improving access to transit, increasing modal choice for both local and regional travelers, and designing innovative service delivery strategies to best meet the diverse needs of the area’s residents and visitors. As a first step in re-focussing NCTD’s system to respond to changing demographics and land use patterns, the Strategic Multimodal Transit Implementation Plan is using granular Location-Based Services data to fine tune NCTD’s understanding of its market, and will lay out a course for the phased restructuring of its routes and services to better meet market needs

LA Metro Sepulveda Pass Alternatives Study, Los Angeles, California – Mr. Schibuola was Project Manager for IBI Group’s portion of this study into multimodal alternatives to alleviate congestion across the Sepulveda Pass. IBI Group developed and assessed the Bus Rapid Transit components of the multimodal packages.

Los Angeles Community Redevelopment Agency Resurrection of Red Car Service, Los Angeles, CA – Mr. Schibuola was Project Manager for this study that examined the feasibility of reestablishing streetcar service in downtown Los Angeles, to serve its diverse commercial, cultural and entertainment centers and its burgeoning downtown residential neighborhoods.

SANDAG On Call Transportation Planning and Preliminary Engineering Service for the South Bay Transit First Now! Early Action Project, San Diego, CA – Mr. Schibuola was Project Manager for the San Diego Association of Governments and their partner agencies to develop immediate operating plans, finalize route planning and station analysis, undertake preliminary engineering, environmental coordination, and public/ agency outreach needed to fully define a Bus Rapid Transit line – Route 694

LA Metro Crenshaw/LAX Corridor Advanced Conceptual Engineering and Preliminary Engineering, Los Angeles, California – Mr. Schibuola oversaw IBI Group’s responsibilities on this 8-mile LRT corridor project, which included street improvement design (including at-grade crossings), traffic operations and feeder bus service planning, including the coordination of multiple transit agency services at new regional hub at the station nearest LAX.



Jason King

Project Manager | Global Quantum Lead

Mr. King is an architect, planner and parametric/computational designer with two decades of experience in designing cities. He draws from a background of architecture, spatial analysis, algorithmic design and optimization, active transportation and sustainable land use. The ability to use complex datasets to make evidence-based decisions across IBI's sectors is central to his work in designing cities and architecture. His parametric planning and design process allows increasingly complex large-scale projects to be done more efficiently while exploring exponentially more iterations of design solutions.

He taught architectural studios at Woodbury University for a decade researching computational solutions to architectural and urban problems. Before joining IBI Group, King worked in the Shared Mobility Department for the Los Angeles Department of Transportation, primarily focused on the expansion of the City's bikeshare program.

Representative Experience

Bedrock 15-Minute Neighborhood Development Strategy, Detroit, MI & Cleveland OH – Using evidence-based parametric modeling, IBI built two custom models for a client with substantial holdings in two midwestern cities. The model optimized value creation for the client while recommending a master plan for an amenity-rich walkable urban core. The model used data, including population growth projections, land value, zoning, optimal amenity counts and geographical distribution et al to create a dynamic model providing area needs per use type, potential ROI, parking requirements and optimal parcel usage to create 15-minute master plans. (2021).

Growth Visioning and Land Use Scenario Development, Redmond, WA – Mr. King led the team providing computational design services to a study of transit-oriented development and master planning for the City of Redmond, WA. He is working with the city to achieve their mandated growth targets for 2040 by incorporating many complex data sets, including market conditions for construction and demographic indicators to most efficiently and equitably allocate 40,000 new housing units and jobs to the city. The model also incorporated public opinion via an online version of the model that allowed stakeholders to evaluate different scenarios, submit their opinions on where and how development should take place, acting as one piece of criteria in a larger model. The model compared various growth scenarios to a baseline scenario if zoning were to be left as is, ultimately leading the city to a rezoning effort based on data and measured outcomes. (2020-2021).

Knoxville College Restoration – IBI Group worked pro bono with Knoxville College, an HBCU in Tennessee that has fallen into disrepair, to restore the campus. Over the past two decades the college lost its accreditation, ceased to function and fell into a state of disrepair. Under new management, the college seeks to devise a phased strategy to generate revenue for the capital expense needed to revitalize the campus. IBI's Quantum team built a parametric model that analyzes spatial needs (for academics, support, housing, administration et al), the

Education

Master of Urban Planning, University of Southern California

Bachelor of Architecture, Woodbury University

Experience

Private Sector

2017–Present

IBI Group, Los Angeles, CA, Parametric Planner / Senior Urban Designer

2009–2016

Somewhere Something, Los Angeles, CA, Principal Designer / Founder

2008–2011

The Berrics, Los Angeles, CA, Senior Vice President

2005

Norman Millar, Architect, Los Angeles, CA, Junior Designer

2000-2004

Jacob Balian, Architect, Los Angeles, CA, Junior Designer

Public Sector

2016–2017

LADOT, Los Angeles, CA, Shared Mobility

Academia

2010-2016

Woodbury University School of Architecture, Los Angeles, California, Faculty

2013-2015

Pasadena City College, Pasadena, California, Faculty

2013-2014

Los Angeles Institute of Architecture & Design, Los Angeles, California, Faculty

2007

Glendale Community College, Glendale, California, Faculty

Awards

Dean's Merit Fellowship, USC, 2016-2018

Lewis Mumford Award for Most Outstanding Essay: *Los Angeles, A History of Displacement*, USC, 2017

Degree Project: Advanced Technology & Building Systems Award, Woodbury University School of Architecture, 2008

Memberships

Los Angeles County Bicycle Coalition, California Bicycle Coalition, League of American Bicyclists



cost of building restoration and a strategy for land leases on unused acreage to assist funding. The model uses variable enrollment to evaluate spatial needs, allowing the administration to evaluate many scenarios from conservative to aggressive, using real-time metrics to aid in decision making. (2021).

Unintitled, Toronto – In collaboration with Pharell Williams, Mr King led the development of a parametric model using a Williams song to design the façade of a residential tower. The model extracted the underlying waveform of the song to manipulate the façade pattern, essentially playing Pharell’s music visually on the balcony and grid pattern of the building’s façade. The most representative moment of the song was “frozen” creating a playful abstraction of Pharell’s music as the primary element of the tower’s aesthetic. (2020)

City of Asheville Facilities Study for Operations and Maintenance Service Center – IBI built a parametric model to optimize the consolidation and location of Asheville, North Carolina’s service facilities. The various departments are currently dispersed throughout the city, resulting in an inefficient use of space and inefficient operations. The model compared the efficiency and cost of several scenarios, including a centralized location, a centralized hub with smaller satellite locations and strategically located satellite locations. Using geolocated data of 2019 service calls, the model simulated the current operational costs versus the costs of the three scenarios outlined above. (2019-2020).

Metro Countywide BRT Visioning & Principles Study, Los Angeles, CA – IBI Group built custom algorithmic tools to analyze existing conditions, need and performance potential for future BRT lines in Los Angeles County. The tool used multiple datasets to assess the conditions that warranted new BRT service, circumventing politics and bias. Additionally, the tool analyzed potential performance, ranking the lines and providing the framework to cull the study from 100+ lines to 15 that will move forward to be studied in greater detail. (2019).

North County Transit District Land Use & Transportation Integration Study – Led the algorithmic and parametric analysis component, evaluating and assessing the 1000+ square mile service area, leading to transit, land use and development strategy recommendations. The North San Diego County Transit District service area is geographically large, containing multiple distinct urban development patterns, containing large swaths of rural and undeveloped land, low density suburbs, coastal communities and more dense employment centers developed along the freeways. The algorithmic approach to this study allows our team analyze large quantities of data under four primary categories: People, Place, Policy & Pathways. Mr. King developed tools that measure multi-modal transit accessibility while identifying transit deserts and recommended connectivity solutions. Additionally, a “density gradient” was applied to parcels located near transit for both current and future best use recommendations (2018).

Vermont Transit Corridor – Rail Conversion / Feasibility Study – As part of the study for BRT/rail potential on a major Los Angeles corridor, Mr. King was responsible for the parametric analysis of potential stop locations to assess their viability for transit village development. In addition to geospatial, ridership and typical demographic data, this analysis included equity as a highly weighted criteria. The Vermont corridor traverses very diverse neighborhoods from Hollywood to South Los Angeles. Several communities along the path have been historically neglected, and it was important to Metro and IBI Group that this be a consideration in the algorithmic analysis (2018).



Eric Tunell

Urban Planner

Mr. Tunell is an urban planner with four years of experience in the field. He has provided planning and outreach support to numerous projects ranging in scale from local active transportation plans and parking studies to county-level studies of transit and land use integration. Prior to joining IBI Group he worked for LA Metro's Shared Mobility division (covering vanpool and bike share), and for eight years in public relations and corporate communications in both the private and non-profit sectors. Relevant to this project, Mr. Tunell has led background research, policy analysis, visioning efforts, and screening for numerous transportation and transit oriented development projects and studies.

Representative Experience

East San Gabriel Valley Mobility Action Plan – IBI Group is leading a mobility action plan for the LA County Department of Regional Planning and 13 unincorporated communities. The plan will identify gaps and make innovative recommendations to address mobility needs in this large and diverse area. Mr. Tunell is facilitating the community engagement effort and contributing to the policy analysis and mobility needs identification and recommendations.

Metro North San Fernando Valley BRT Corridor – Currently providing planning and outreach support for the project management, engineering, and environmental review process to develop a new BRT line in the San Fernando Valley. Wrote and refined alternatives analysis documentation and refined the approach in preparation for environmental clearance. Led Transit Oriented Communities analysis, created visual communications materials, and led public outreach charrettes.

OCTA Freeway BRT Concept Study – IBI Group conducted a feasibility study to evaluate Freeway Bus Rapid Transit in the I-5 and SR-55 Corridors in Orange County. The study established the Purpose and Need for Freeway BRT in the corridors, developed and assessed alternative conceptual configurations, and recommended preferred BRT configurations based on attainment of project goals, costs, ridership and physical fit within the corridors. Mr. Tunell performed policy analysis and led the development of screening criteria and performance measures.

North County Transit District Land Use & Transportation Integration Study – Completed TOD analysis for the NCTD's 1,020 square mile service area, utilizing available data to perform pedestrian, bicycle, and e-scooter accessibility for existing transit service. Utilized parametric design outputs to identify and screen potential priority transit corridors and make recommendations for potential service expansion and increased collaboration between NCTD and local jurisdictions.

Metro Countywide BRT Visioning & Principles Study, Los Angeles, CA – Conducted corridor identification and screening analysis for greater than 100 potential BRT corridors. Wrote branding and Transit Oriented Communities design standards to connect future Bus Rapid Transit lines to local and regional land use policy. Conducted literature review and research on industry best practices to inform BRT standards for Los Angeles County.

Education

Master of Urban Planning, University of Southern California, Los Angeles, CA, 2018

Bachelor of Arts, History, Arizona State University, Tempe, AZ, 2006

Experience

2018–Present

IBI Group, Los Angeles, CA, Urban Planner

2017–2018

Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA, Administrative Intern / Transportation Associate

2016–2018

METRANS USDOT Transportation Center, Los Angeles, CA, Student Assistant

2011–2016

National Geographic Society, Washington, D.C., Communications Coordinator

2008–2010

Bondurant School of High Performance Driving, Phoenix, AZ, Media Relations Manager

Awards and Publications

Dean's Certificate of Merit, University of Southern California, Price School of Public Policy, Los Angeles, CA, 2018

Contributor to METRANS UTC Newsletter 2016–2018



Julia Fruithandler

Computational Designer

Julia Fruithandler is a Computational Designer within the Parametric Team, which specializes in the use of algorithmic design with complex datasets to make evidence-based decisions in city planning. She draws from two years experience in parametric design and 4 years in urban planning, geography, and spatial analysis. Her work on the Parametric team focuses on GIS and urban planning integrations with parametric design. She has experience working in state and local agencies in addition to her current work in the private sector. Julia is well versed in GIS and spatial science and has proven experience creating, managing, and manipulating data, as well as creating web-enabled interactive maps, GIS Modeling and scripting with Arcpy. Ms. Fruithandler has particular interest in project analysis and automation using algorithmic design in Rhino/Grasshopper and has exposure to API solutions and JavaScript. Before joining IBI Group, Julia worked in the Los Angeles Department of Transportation, focusing on improving pedestrian and cyclist safety.

Representative Experience

Growth Visioning and Land Use Scenario Development, Redmond, WA – Julia served as the Parametric Team lead and primary point of contact, providing computational design services to a study of transit-oriented development and master planning for the City of Redmond, WA. She is working with the city to achieve their mandated growth targets for 2040 by incorporating many complex data sets, including market conditions for construction and demographic indicators to most efficiently and equitably allocate 40,000 new housing units and jobs to the city. The tool also incorporated public opinion via an online version of the model that allowed stakeholders to play with different scenarios, submit their opinions on where and how development should take place, acting as one piece of criteria in a larger model. The model compared various growth scenarios to a baseline scenario if zoning were to be left as is, ultimately leading the city to a rezoning effort based on data and measured outcomes.

City of Asheville Facilities Study for Operations and Maintenance Service Center – Ms. Fruithandler served as the project lead for the Parametric team and their role in helping the City of Asheville determine the optimal locations for facility management buildings. She managed the team's communications between the team, the project managers and the Client, while simultaneously conducting data collection, cleanup, GIS and parametric Analysis. The project included two phases of analysis; the first which combined more than 20 sets of data to create weighted criteria to determine parcels best suited to host large, multifaceted government buildings, and the second which conducted network analysis to determine driving time and environmental costs of a site's location in relation to work orders and other facilities.

Bedrock 15-Minute Neighborhood Development Strategy, Detroit, MI & Cleveland OH – Ms. Fruithandler provided ancillary data and modeling services for two concurrent projects for Bedrock Detroit. The

Education

B.S. GeoDesign Honors, University of Southern California

Experience

2019–Present

IBI Group, Los Angeles, CA, Computational Designer

2018-2019

LADOT, Los Angeles, CA, GIS Intern

2018

MASSDOT, Boston, MA, Transportation Planning Intern

Memberships

American Planning Association

Gamma Theta Upsilon

Awards and Publications

Cross-sector Collaboration Award – Honorable Mention, IBI Design Excellence Awards 2020

ESRI User Conference Presenter, 2019

International GeoDesign Collaborative Presenter, 2019



team was tasked with optimizing several neighborhoods in Detroit and Cleveland to be complete “15-minute” communities, informed by an analysis of existing demographics, land use, amenities, and economic indicators. Ms. Fruithandler facilitated the parametric team with project design and conducted a study of precedent cities by which to compare amenity, housing, and land use distribution for an optimal 15 minute city.

Lantian Development DMV Investment Opportunities, Washington, DC – Ms. Fruithandler is providing computational design services for a development and real estate investment company based in Washington, DC. The Parametric team’s product highlights parcels across 6 counties around the DC Metro Area that are optimal for investment and development. The data and analysis provided are highly customized to the client’s priorities and needs, giving them an edge to procure development sites that may otherwise be looked over by other off-the-shelf property search tools.

Metro Countywide BRT Visioning & Principles Study, Los Angeles, CA – Julia provided support for a study of all major arterial roads in Los Angeles County to determine their suitability for Bus Rapid Transit implementation. Suitability is based on three iterations of increasingly finer grained criteria. Her responsibilities included creating and updating shapefiles of the corridors and their scores for each round of analysis and production of different analysis parameters. She led the second phase of parametric analysis in Grasshopper and assisted in the publication of an interactive web map of the results. She also acts as a conduit between the client and the Parametric team.

CalTrans BRT Visioning, Orange County, CA – CalTrans is studying possibly Bus Rapid Transit interventions in Orange County. In addition to studying traffic patterns and other transit connectivity, she created several indices to measure optimal equitable solutions to benefit all stakeholders. The tool used multiple datasets to assess the conditions that warranted new BRT service, circumventing politics and bias.

Carpenter Road Waste Recovery Facility, Olympia, WA – Ms. Fruithandler conducted both GIS and Parametric analysis for this cost-benefit study of building a new garbage collection vehicle fuel station at the City of Olympia’s planned overnight storage facility versus the cost of fueling at an existing facility. This project required use of ArcGIS Pro model builder to predict deadhead driving routes between the new facility, existing facility and the landfill. She then used the results from model builder to create a parametric analysis of deadhead driving cost for each scenario and made recommendations to the city on the best course of action given the results.

Santa Teresa Plan Maestro, Guatemala City, Guatemala – Ms. Fruithandler provided GIS support for a master planning project of an undeveloped piece of land just outside of Guatemala City. Responsibilities included creating geospatial data from PDFs and raster data converting them into formats compatible with Grasshopper. She also assisted with the parametric analysis to determine land that should be acquired, sold off, or developed.



Oliver Hartleben MPA, MCRP Senior Engagement Strategist

Oliver Hartleben is an architectural graduate and city planner with a public administration degree from the Harvard Kennedy School focused on existing and evolving public outreach, demographic, mobility, built form, and innovation topics.

A lateral design thinker by nature, Oliver brings together his experience in engaging public, private and community stakeholders for the identification of new opportunities and synergies. Mr. Hartleben is NCI System™ certified to facilitate design charrettes, has experience in conducting online engagement processes, and has crafted dozens of tailored engagement exercises and games. As a response to the Covid-19 pandemic, he has led the development of IBI Group's 'Digital Foyer,' an experiential virtual environment that serves as an online portal for community engagement activities.

Oliver is currently working on several interdisciplinary IBI Group projects in the United States, Canada and Latin America with substantial stakeholder or public outreach components.

Representative Experience

Growth Visioning and Land Use Scenario Development, Redmond, WA – This project seeks to recommend the most effective allocation of regional-mandated growth targets for 2050 in Redmond, a rapidly growing suburb of Seattle which will see the introduction of four light rail stations in the coming years. At the core of the consultancy was the development of a custom parametric tool that optimized the areas to be rezoned for growth, based on a series of environmental, social and economic performance criteria. This same tool was utilized to crowdsource public opinion regarding the location and intensity of growth, which was accessible via IBI's Digital Foyer, an interactive engagement hub set in a digital twin of Redmond's city hall lobby. Mr. Hartleben is the project manager of this study. (2020-ongoing)

TOD Plan Digital Engagement, Belo Horizonte, Brazil – This consultancy, financed by the IADB, seeks to define the instruments to facilitate development and neighbourhood enhancements near existing transit stations. Mr. Hartleben is in charge of the public consultation activities of the project, which had to be reimaged given the conditions imposed by the pandemic. The now fully digital engagement process, still ongoing, has so far included three half-day sessions, which Mr. Hartleben planned and conducted, using a teleconferencing platform with real-time translation and leveraging a digital canvas app. During the sessions the 50 participants (1) used a digital card game to rank transportation, development and open space goals, (2) crowdsourced challenges and opportunities maps around stations, and (3) provided collective input via the text function to define the readiness of each station for TOD. (2020-ongoing)

California-Baja California 2021 Border Master Plan, San Diego, CA – This plan seeks to develop innovative improvement strategies to help improve the border crossing experience, improve the flow of commercial and non-commercial crossings, and reduce environmental impacts. The

Education

Master in Public Administration, John F. Kennedy School of Government, Harvard University, 2012

Master in City and Regional Planning, Georgia Institute of Technology, 2003

Licentiate Degree in Architecture, Summa Cum Laude, Universidad Rafael Landívar, 2000

Experience

Private Sector

2019–Present

IBI Group, Vancouver, BC, West Coast Urban Planning and Design Lead

2014–2019

IBI Group, Vancouver, BC, Head of R&D Unit

2012–2019

IBI Group, Vancouver, BC, Strategic Urban Planner

Public Sector

2004–2010

Municipality of Guatemala, City Planning Director

2003–2004 and 2000–2001

Head of Traffic Engineering Department

Academia

2016–Present

Simon Fraser University, "Designing Design Guidelines" Course Instructor, City Program

2012

Harvard University, Research Assistant for Professor Nicolas P. Retsinas, Harvard Business School

2012

Research Assistant for Professor Eric Belsky, Joint Center for Housing Studies

2012

Research Assistant for Professor Arthur I. Segel, Harvard Business School

2004–2011

Universidad Francisco Marroquin, Faculty Member, Architecture Department

Awards

Hacienda De Las Flores Development, Villa Nueva, Guatemala, National Prize for Most Progressive Housing Development, 2009

Outstanding Student Award, American Institute of Certified Planners, 2003

Colegio de Arquitectos Award for Thesis of the Year, Guatemalan Architect's Association, 2000

Certifications

NCI Charrette System Certificate Training™



project is driven by monthly meetings of core agency stakeholder groups and a broader coalition of border stakeholders including chambers of commerce, business development groups, non-profits, and community groups. Mr. Hartleben served as a senior advisor for the engagement process, conducted fully online due to the Covid-19 pandemic. Different tools were leveraged, including teleconferencing apps, digital canvas apps, webinar apps and online surveys. A special workshop was held to cultivate big ideas and direct feedback from a select group of visionaries from academia and community development groups. (2020-ongoing)

Sustainable Corridors Study, Fresno CA – The purpose of this project is to identify existing and future safety, mobility and congestion issues along two major Fresno corridors and recommend sustainable multimodal improvements. As part of the three-round stakeholder engagement process and as a response to the social distancing restrictions imposed by Covid-19, Mr. Hartleben is leading the deployment of the project's 'Digital Foyer', a virtual engagement portal developed in-house by IBI, where all interactive engagement material will reside. In addition, he is coordinating all other engagement activities, including virtual stakeholder meetings and workshops. (2020-ongoing)

Port Land Use Plan Update, Vancouver, BC – IBI Group was in charge of the write up and stakeholder engagement support activities for the Vancouver Fraser Port Authority's update of its 5-year old land use plan. As part of his role, Mr. Hartleben oversaw the text and document structure updates, the in-house development of a tailored online map-based engagement tool, and the production of graphic materials required to convey technical and policy matters to a wide range of audiences in an intuitive, easily understandable way. Mr. Hartleben is the main liaison between IBI Group's activities and the project's communications & engagement prime consultant. (2019-2020)

Harris Green Village Redevelopment, Victoria, BC – This master planned redevelopment of two sites totaling five acres is expected to become a new neighbourhood core at the gateway to downtown Victoria. To match community aspirations with the planned 1.2 million square feet of development, Mr. Hartleben led a results-centered public engagement strategy that focused on translating public input into design reality. As lead facilitator, he planned an interactive open house and crafted a series of exercises, including a development vs. open space tradeoffs game, that engaged participants in tactile, imaginative ways to clearly convey complex information and capture participants' priorities. (2019)

Metro Countywide BRT Visioning & Principles Study, Los Angeles, CA – This Bus Rapid Transit study for LA's regional transit agency, Metro, seeks to develop the overall vision, guiding principles, goal, objectives and standards for the future BRT network, and to identify the opportunities and challenges for the new system. As part of this project, Mr. Hartleben was in charge of advising the project team on agency stakeholder engagement activities, crafting specific exercises and games for participants, and conducting part of these activities to ensure relevant input was provided, ensuring stakeholder buy-in. (2019)

Edmonton Mass Transit Study, Edmonton, AB – Mr. Hartleben planned and led a day-long session with City of Edmonton staff to explore how the mass transit system would need to evolve to respond to the different growth scenarios being considered in the City's long-range planning process. The workshop consisted of two parts: A 'gains & pains' exercise, where participants determined key opportunities and challenges for the transit system given each of the growth scenarios, and a highly tactile transit investment exercise, where groups visually illustrated, on maps with the three growth scenarios, the type and location of transit interventions and the places that needed to be connected. (2019)

Green Line Charrettes, Calgary, AB – Mr. Hartleben led the planning, conduction and synthesis of Transit Oriented Development (TOD) design charrettes for this new LRT corridor in Calgary. The six charrettes that were conducted produced a series of viable community-supported station area concept plans that, in addition, compressed the traditional planning process from many months to a few days, aligning everybody's expectations in the process. As part of his activities, Mr. Hartleben co-developed specific exercises and games to get actionable and relevant feedback from participants. (2014-2017)



Cristina Martinez AICP, LEED GA Transportation Planner

Ms. Martinez is a Transportation Planner with project experience ranging from large-scale freeway and transit impact projects to local active transportation projects, transit-oriented development, first and last mile planning, master and specific plans, and parking management studies. Ms. Martinez's area of expertise lies within transportation and land use planning, complete streets, active transportation, and multimodal connectivity. GIS experience includes data management and analysis, data visualization using ArcGIS desktop and ArcGIS Online, geospatial analysis, and interactive map development. She has experience maintaining and sharing spatial data between various formats. Ms. Martinez also serves as IBI Group's Regional GIS Lead for the United States within the firm's Spatial Intelligence group, coordinating IBI Group's global network of GIS professionals and further integrating geospatial technology into IBI's project work.

Representative Experience

LADOT Connectivity Platform, Los Angeles, CA – IBI Group provided support to Conveyal in delivering a transportation connectivity platform for the City of Los Angeles Department of Transportation (LADOT). Ms. Martinez assisted in developing a series of virtual training sessions for City staff and created a supplemental user guide for the Conveyal platform tailored to the City. This involved creating step by step instructions on preparing various data types from Los Angeles-specific sources for use in the tool. Additionally, Ms. Martinez developed Los Angeles-specific use case examples, providing step by step instructions on how to utilize the tool to model and analyze land use, transit, and active transportation connectivity scenarios.

North County Transit District Transit and Land Use Integration Study, North San Diego County, CA – Ms. Martinez provided multi-modal transit connection support in conducting a study to improve transit connectivity to land uses in the North County Transit District (NCTD) service area. This includes demographic/land use and transit connectivity analysis using GIS, creating concise maps from a wide range of spatial data, as well as outreach and mobility service strategy development.

Purple Line & First Last Mile Guidelines, Los Angeles, CA – Ms. Martinez is providing support in developing a First-Last Mile Plan for the four transit stations that comprise Sections 2 and 3 of the Los Angeles Metro Purple Line Extension, including identifying needs and potential solutions for station access and connectivity improvements. Ms. Martinez is leading first-last mile analysis, utilizing spatial tools to collect information from stakeholders and identify specific improvement types and locations.

Fresno-Madera State Route 41 & Avenue 9 Sustainable Corridors Study, Fresno/Madera County, CA – IBI Group is conducting a study to identify sustainable and multimodal mobility solutions for a quickly-growing region with increasing travel demand among residents, commuters, and visitors. The study is particularly focused on expanding mobility options for disadvantaged communities and overcoming barriers

Education

Master of Urban and Regional Planning,
University of California, Irvine, 2016

B.S. Environmental Science and Policy,
Chapman University, 2013

Experience

2015 – Present

IBI Group, Irvine, CA, Transportation Planner

2014 – 2015

Metrolink, Los Angeles, CA, Research and
Planning Intern

Memberships

American Planning Association

Registrations

Certified Planner, American Institute of Certified
Planners #31139

U.S. Green Building Council (USGBC) LEED
Green Associate #10930484



to mode choice, such as socioeconomics, environmental pollution, health-related conditions, and safety. Ms. Martinez developed an existing conditions report and produced maps detailing current multimodal infrastructure, demographic data, travel conditions, and historical collision data. She is also developing corridor improvement strategies for the roadway, active transportation, and transit modes.

SCAG East San Gabriel Valley Mobility Action Plan, Los Angeles County, CA – IBI Group is conducting a multi-modal planning study to identify near-term and long-term sustainable mobility solutions for unincorporated portions of the East San Gabriel Valley. The project includes a robust and creative community engagement process. Ms. Martinez conducted an existing conditions analysis, prepared a web map for public use, and is building a spatial data model using GIS to conduct suitability analysis and identify geographic areas of high need.

VTA Tamien Station and Blossom Hill TOD Access Studies, San Jose, CA – IBI Group conducted access and parking studies surrounding the Tamien and Blossom Hill Stations in San Jose for the Santa Clara Valley Transportation Authority (VTA) to identify improvements to multimodal station access. In addition to assessing conditions for multimodal access, Ms. Martinez assessed the impact on circulation and parking in light of future rail/bus ridership and two proposed transit-oriented developments adjacent to the station.

SCAG Torrance Citywide Wayfinding and Signage Plan, Torrance, CA – Ms. Martinez is managing a SCAG (Southern California Association of Governments)-sponsored project collecting wayfinding signage inventory for the City of Torrance and developing a citywide wayfinding and signage plan to increase accessibility to alternative modes of transportation. The comprehensive inventory will be collected using GIS-enabled tools and delivered as an Esri-compatible geodatabase. The project scope includes assessment of resident and commuter travel patterns to determine optimal signage placement to increase connectivity, especially to the planned Torrance Regional Transit Center.

Evaluation of Paratransit Business Model and Contract Structure – Orange County, CA – IBI Group prepared an evaluation of paratransit services offered by the Orange County Transportation Authority (OCTA), evaluating the business model and preparing the service provider contract and coping documents. Ms. Martinez reviewed paratransit best industry practices, assessed OCTA's existing paratransit service operations and contracts, and assisted in developing an evaluation framework for the analysis of alternate service delivery models.

Transit Centers Modernization and Parking Management Study, Orange County, CA – Ms. Martinez provided support in conducting a modernization study of transit centers throughout Orange County to improve passenger amenities, safety, and lighting for multimodal transit users, including bicyclists and pedestrians, as well as parking management for vehicle users. Ms. Martinez analyzed existing conditions, bilingual user surveys, and best practices and recommendations for the Orange County Transportation Authority (OCTA).

Metro Freeway Beautification Program Site Selection Evaluation Criteria, Los Angeles County, CA – Ms. Martinez provided support in an ongoing study to assist Metro with an evaluation of the Los Angeles County freeway system to identify qualifying locations throughout the freeway system and expand Metro's Freeway Beautification Program. Based on a three-tiered evaluation criteria which aligned with Caltrans existing freeway maintenance goals, Ms. Martinez assisted in field evaluation, communication with stakeholders, data storage and management, spatial analysis, and developed a web map of the selected freeway segments for client use.

Los Angeles Civic Center Master Plan, Los Angeles, CA – Ms. Martinez provided transportation planning support in developing a Master Plan for the Civic Center of the City of Los Angeles. Ms. Martinez used geospatial tools to analyze existing transit service, public parking, and a multitude of existing and proposed active transportation initiatives to improve access and mobility for bicyclists, pedestrians, and transit users in the Civic Center core. The resulting maps informed circulation and design of the Master Plan.



Education

B.A. Economics (Cum Laude)
Pacific Lutheran University
(Emphasis in Mathematics
and Domestic Policy)

Certificate in Economic
Development, University of
Oklahoma Economic
Development Institute

Years at ECONorthwest: 2

Years in Industry: 17

Areas of Expertise

Economic Opportunities
Analysis

Economic Impact Analysis

Real Estate Market Analysis

Affordable Housing

Housing Element Updates

Employment Site Analysis

Economic Development

Chris Blakney, Project Director

Chris joined ECONorthwest as a Project Director in 2019. Chris' professional expertise is established at the cross-section of development economics and economic development. Chris works with a range of public and private sector clients to develop strategic actions that address challenging policy questions around affordable housing, land use, economic development, and growth management.

Prior to joining ECONorthwest, Chris served as an in-house economist for a leading Architecture & Engineering firm advising architects on the economics of design alternatives. Chris has been an active member of the International Economic Development Council, the Urban Land Institute, and the Commercial Real Estate Development Association (NAIOP).

REPRESENTATIVE PROJECTS

Chris has served as Project Director on the following projects, unless otherwise noted:

- **2021–2029 Housing Element Update—Alhambra, CA (ongoing).** Chris is leading the 6th Cycle Housing Element Update for the City of Alhambra. Serving as Project Director of the analysis, Chris is leading stakeholder outreach and is oversee the project.
- **Comprehensive Affordable Housing Strategy—Bakersfield, CA (ongoing).** Chris is leading a project for the City of Bakersfield to develop a comprehensive affordable housing strategy and housing production programs. Project components include establishing an affordable housing trust fund, and developer fee assistance program, an affordable ADU program, and a spatial analysis of naturally occurring affordable housing and affordable housing site suitability.
- **Affordable Housing Strategy—Brisbane, CA (ongoing).** Chris is currently leading a project in Brisbane to assess affordable housing strategies. The project is assessing the interaction of the city's inclusionary housing and density bonus ordinances and community benefits agreement negotiations with the developer of a new district in the Baylands Subarea.
- **University Village Market Analysis—Redlands, CA (ongoing).** Chris is the financial market analysis lead for a development team that will be redeveloping the 30-acre University Village site at the University of Redlands.

- **21 Elements California RHNA Support—Portland, OR (Ongoing).** Working with Baird + Driskell Consulting and MapCraft, ECONorthwest is evaluating the potential housing unit production and fiscal impacts of 10 different land use and zoning policy changes for 18 jurisdictions in San Mateo County, California. Chris is a strategic advisor for the project and is assisting with strategy framework and fiscal impact analysis.
- **TriMet Southwest Corridor Planning—Portland, OR (2018-2020).** TriMet is currently planning the alignment of a new light rail connection extending from downtown Portland through the southwest quadrant of the metro area. As a part of a larger planning effort to study TOD opportunities along the preferred alignment, Chris assisted in writing a white-paper evaluating the feasibility of utilizing the sale of air-rights to catalyze higher density development in station areas.
- **Sound Transit Lot P Market Analysis—Bothell, WA (2021).** Chris led a market analysis of residential and commercial development forms to assess affordable housing market potential on a TOD site in Bothell, WA
- **Koreatown Market Analysis—Los Angeles, CA (2021).** Chris led an analysis exploring redevelopment potential of a TOD site in Los Angeles' Koreatown District. The analysis evaluated market potential and financial feasibility of varying development programs.
- **King City TSP and Land Use Refinement—King City, OR (2020).** On a team led by DKS, ECONorthwest prepared a market analysis of commercial and residential uses in the King City UR6D Expansion Area. The market study informed the broader TSP study by confirming the market potential and densities for uses identified in the area's Concept Plan.
- **Industrial Business Park Market Analysis and Parcelization Framework—St. Helens, OR (2020).** For the City of St. Helens as a part of a broader master planning effort, Chris led a market analysis for industrial and marine dependent uses at the City's 230-acre industrial park. The market assessment informed a parcelization strategy. In the second phase of the project, Chris worked to create a phasing plan and infrastructure funding strategy.
- **Portland Marine Industrial Land Analysis—Portland, OR (Ongoing).** In support of the City's periodic Economic Opportunities Analysis, Chris is currently leading a study of the demand for marine-dependent industrial land along the Columbia and Willamette Rivers. Our analysis includes an evaluation of marine cargo trends and their influence on land demand characteristics alongside an analysis of the Portland Harbor Land's competitiveness in meeting identified demand.
- **Rossman Redevelopment Site Market Analysis—Oregon City, OR (2020).** As a part of a master plan effort, Chris led a market analysis studying residential and commercial development opportunities for the redevelopment of a 70-acre landfill site in Oregon City, OR. The project informed negotiations with the City for using Urban Renewal to assist with infrastructure and site remediation.
- **Private Development Market Analysis (2004–Ongoing).** Over a 15-year career Chris has conducted over 100 residential and commercial market studies for private sector development projects in Washington, Oregon, California, Idaho, and Nevada. Chris' experience with private sector development brings valuable insights into the nuances of

development feasibility. Key clients include American Assets Trust, Holland Partners, Majestic Realty, and Trammell Crow.

- **North Urban Clackamas Enterprise Zone Re-designation—Clackamas County, OR (2019).** Assisted Clackamas County in the Re-designation of the North Urban Clackamas Enterprise Zone. The project involved exploring boundary alternatives to bring the zone into compliance by serving economically challenged areas.
- **Rural Broadband Plan—City of Goldendale, WA (2019).** Conducted a market analysis for resident and commercial broadband services as a component of the Rural Broadband Plan for the City of Goldendale.
- **South Waterfront Redevelopment Highest & Best Use—Portland, OR (2019).** Completed a market-based evaluation of candidate development forms for a redevelopment site in Portland's South Waterfront District.
- **East Junction Subarea Employment Capacity Assessment—Ridgefield, WA (2019).** Evaluated the employment development capacity of the East Junction Subarea in support of the City's federal grant application for infrastructure funding through U.S. Economic Development Agency.
- **Yakima Products Surplus Land Disposition Strategy—Lake Oswego, OR (2018).** Evaluated the feasibility of development alternatives, emphasizing multifamily housing uses, on surplus land at the company's Lake Oswego headquarters.
- **Central Eastside Adaptive Reuse Impacts—Portland, OR (2017).** On behalf of Mackenzie Engineering Chris developed a model assessing the marginal impact of investments in adaptive reuse development on development forms in Portland's Central Eastside Industrial District. The model predicted market inflection points translating to transitions into higher density development forms.
- **La Center Junction Subarea Plan—La Center Washington (2017).** With Mackenzie, Parametrix, and Qamar & Associates, Chris assisted the City of La Center with The Junction Subarea Plan. Chris' tasks were to develop a market analysis, economic and fiscal impact analysis, and a site readiness assessment on two strategic development sites.
- **Port Westward Remand Alternatives Analysis—Clatskanie (2017).** Assessed the market need and potential alternative sites for deep-water port facilities in support of the Port of St. Helen's rezone of the Port Westward Industrial Park.
- **Regional Buildable Land Inventory Methodology—Clackamas County, OR (2017).** Working collaboratively with Clackamas County Economic Development and GIS, Chris developed a methodology to inventory buildable employment lands within the metropolitan service area. This methodology utilized a market-based approach to assessing redevelopment potential on underutilized sites.
- **Dark Fiber Infrastructure Feasibility Study—Ridgefield, WA (2017).** Working with BergerABAM and the Port of Ridgefield to assess the feasibility of Port-owned dark fiber infrastructure in the Discovery Corridor, Chris led a market analysis assessing commercial

broadband alongside an evaluation of the economic development implications in an advanced economy context.

- **Downtown Revitalization Strategy—Kalama, WA (2017).** Working with the City of Kalama on a grant from the Washington Department of Commerce, this analysis culminated in a strategy to encourage marginal development and revitalization in Kalama's Downtown Main Street. The project included a baseline economic assessment, conceptual plans and feasibility analysis for three catalyst sites, a marketing strategy and implementation plan.
- **North Hillsboro Infrastructure Phasing and Financing Strategy—Hillsboro, OR (2017).** Working with BPWorld and WSP, this project included an assessment of infrastructure phasing alternatives alongside estimates of land absorption and fiscal impacts to local taxing districts. The strategy emphasized early development potential to capitalize North Hillsboro's Industrial Urban Renewal Area as a mechanism for funding incremental infrastructure investments.
- **Redmond Airport Master Plan—Redmond, OR (2017).** Conducted a market analysis to inform a disposition strategy of potential surplus land for non-aviation uses. This study emphasized uses that utilize airport function but are not aviation specific.
- **Comcast Site Redevelopment Highest and Best Use Analysis—Portland, OR (2017).** Conducted a highest and best use assessment for the redevelopment of the Comcast site in Northeast Portland. This study evaluated uses that would be complementary to a proposed anchor user.
- **Beacon Development Highest and Best Use Analysis—Lake Oswego, OR (2016).** Completed a highest and best use analysis for a redevelopment parcel in Downtown Lake Oswego. This project emphasized right sizing a mixed-use programming for the project, including rental residential, commercial office, retail, and an event center.
- **Lands for Jobs Employment Site Assessment—Vancouver, WA (2016).** The Land for Jobs project was a collaboration between Mackenzie, BergerABAM, and the Columbia River Economic Development Council. The project involved diverse project and technical advisory groups to inform land constraints and economic opportunities on catalyst sites in Clark County. Key deliverables included a target industry analysis for large employment sites, an inventory of strategically significant sites, and a site readiness assessment of a subset of strategically significant sites.
- **Economic Opportunities Analysis—Milwaukie, OR (2016).** Determined commercial and industrial land needs and conducted a technical analysis for a comprehensive plan update for the City of Milwaukie.
- **Economic Opportunities Analysis—Hillsboro, OR (2016).** Determined commercial and industrial land needs and conducted a technical analysis for a comprehensive plan update for the City of Hillsboro.
- **Target Industry Workforce Assessment Tool—State of Oregon (2016).** Collaborating with state labor economists on behalf of the Governor's Regional Solutions Teams, Chris developed an innovative model to evaluate workforce and skill concentrations within primary employment centers across the State of Oregon.

- **Spencer Creek Business Park Development Strategy—Kalama, WA (2016).** Conducted a market feasibility analysis and development strategy for the Port of Kalama's Spencer Creek Business Park. This project emphasized right-sizing development objectives for market potential and strategies for encouraging private development.
- **Hillsboro Airport Master Plan—Hillsboro, OR (2016).** Conducted a market analysis to inform a disposition strategy of potential surplus land for non-aviation uses.
- **Foreign Direct Investment Index Model—Portland, OR (2016).** Conducted a peer review of Greater Portland Inc.'s model to understand regional competitiveness in attracting Foreign Direct Investment.
- **Industrial Site Certification Modernization—State of Oregon (2015).** In collaboration with Business Oregon and the Oregon Regional Solutions teams, this project established modern best practices in Oregon's Industrial Site Certification Program.
- **Decision Ready Site Prioritization Model—State of Oregon (2015).** Developed an impact model to assist the Oregon Infrastructure Finance Authority in identifying potential economic impacts associated with development sites. The was designed to inform and prioritize infrastructure investment decisions.
- **Troutdale Airport Master Plan—Troutdale, OR (2015).** Conducted a market analysis to inform a disposition strategy of potential surplus land for non-aviation uses.
- **Tonquin Employment Area Subarea Plan—Sherwood, OR (2015).** Completed an industry and market analysis in support of the City of Sherwood's concept planning for the Tonquin Employment Area. This report included insights into current and expected market fundamentals, a SWOT analysis, and a marketing and implementation strategy for strategic catalyst sites.
- **Strategically Significant Employment Sites Analysis—Clackamas and Washington County, OR (2015).** The study developed 11 prototypical development typologies, assigned to sites by a market scan. Conceptual development plans informed an assessment of infrastructure needs, site readiness, and impact analysis.

Education

M.U.R.P. Portland State University

B.A. Economics, Sweet Briar College

Years at ECONorthwest: 4

Years in Industry: 6

Certifications

Graduate Certificate in Real Estate Development, Portland State University

Areas of Expertise

Real Estate

Land Use

Affordable Housing Policy and Development

Michelle Anderson, Project Manager

Michelle joined ECONorthwest as a Project Associate in 2016. She specializes in real estate, land use, and affordable housing policy and development. Michelle is skilled in creating and analyzing financial pro formas, directly engaging with community stakeholders, and employing ArcGIS, SketchUp, and other software to model development feasibility. Prior to joining ECONorthwest, Michelle worked as a Development Associate for a Portland-area real estate firm responsible for affordable and conventional multifamily housing development. With degrees in economics and urban and regional planning, Michelle is versed in public policy issues ranging from the neighborhood to the regional level. Michelle is always eager to improve communities through policy solutions that mutually benefit the public and private sectors.

REPRESENTATIVE PROJECTS

Michelle has served as Project Associate on the following projects, unless otherwise noted:

- **Purple Line—Montgomery County and Prince George’s County, MD (Ongoing).** Working with the University of Maryland’s National Center for Smart Growth to assist in research regarding the potential impacts of the planned Purple Line light rail investment in metropolitan Washington D.C. This project is employing MapCraft Labs.
- **Kirkland Rapid Ride Station Area Plan—Kirkland, WA (Ongoing).** As a subconsultant, ECONorthwest is assisting with developing a Station Area Plan for the area surrounding the planned I405/NE 85th Street Bus Rapid Transit (BRT) Station in Kirkland, WA. The Station Area Plan will focus on land use, urban design, transportation, infrastructure/utilities, economic development, and sustainability. This project is employing MapCraft Labs.
- **21 Elements California RHNA Support—San Mateo County, CA (Ongoing).** Working with Baird + Driskell Consulting, ECONorthwest evaluates the potential housing unit production and fiscal impacts of 10 different land use and zoning policy changes for 18 jurisdictions in San Mateo County, California. This evaluation includes site-specific pro forma analyses across the County to estimate the development feasibility of these different policy options.

We will compare the market-feasible housing unit capacity and fiscal impacts of each policy to prioritize the most helpful strategies to meet each jurisdiction's RHNA allocations as they update their Housing Elements next year. This project is employing MapCraft Labs.

- **Washington County HB2001 Implementation—Washington County, OR (Ongoing).** Supporting Washington County with developing recommendations for development code and plan amendments to comply with HB 2001's middle housing provisions provides analysis of feasibility and potential supportive measures in different parts of the County. This project is employing MapCraft Labs.
- **Montgomery Park to Hollywood Transit and Land Use Development Strategy—Portland, OR (2021). Project Manager.** ECONorthwest is working alongside Perkins&Will and Nelson\Nygaard as an integrated land use, real estate, transportation planning, and urban design team to support the City of Portland Bureau of Transportation and Bureau of Planning and Sustainability on corridor and station area land use planning for streetcar extensions to Montgomery Park in Northwest Portland and the Hollywood District in Northwest Portland. ECONorthwest is using MapCraft Labs to analyze zoning and policy options to support community benefits such as affordable housing, transit investment, public realm improvements, and infrastructure investment.
- **SVCF Rent Control Analysis 2.0—Berkeley, CA (2021).** Worked with the Silicon Valley Community Foundation, ECONorthwest completed a study about the potential impacts of rent control policies on real estate development. This research expanded on an analysis completed in 2019 and evaluated the theoretical implications of multiple rent control policy configurations that could be implemented in the Bay Area, focusing specifically on factors influencing the viability of developing new housing. ECONorthwest employed a pro forma model to test the various policy configurations and market factors, including the results of a first-of-its-kind property valuation analysis, to understand the cumulative impact on the viability of new housing development. The goal of this project was to understand how different policy configurations of rent control could impact potential housing production so that communities can understand the potential impacts of their policies and develop programs that could help to mitigate negative effects.
- **Bonney Lake Sumner Housing Action Plan—Bonney Lake, WA (2020-2021).** As a subconsultant, ECONorthwest assisted in developing a combined housing action plan for the Cities of Bonney Lake and Sumner to encourage the construction of additional affordable and market-rate housing. The goal was to develop and implement strategies that result in a greater variety of housing types at prices accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.
- **Burien HAP—Burien, WA (2020-2021).** For the City of Burien, ECONorthwest prepared a Housing Action Plan based on the South King County regional HAP Framework (also led by ECONorthwest) and updated the housing element of the City's comprehensive plan. The analysis included a housing inventory, housing needs, demographic and employment trends, assessment of current plans/policies, and resulted in recommended strategies to encourage more housing production and minimize displacement.

- **Redmond 2050 Comprehensive Plan and SEPA—Redmond, WA (2020-2021).** As a subconsultant, ECONorthwest assisted the City of Redmond on a comprehensive plan, addressing GMA allocations and implications, housing and job balance, and projected land use distribution patterns.
- **Tukwila Housing Action Plan—Tukwila, WA (2020-2021).** For the City of Tukwila, ECONorthwest prepared a housing action plan in accordance with HB1923, which included a housing needs analysis, evaluation of policies, strategies for improving housing development, and an implementation plan.
- **Auburn Housing Action Plan—Auburn, WA (2020-2021).** For the City of Auburn, ECONorthwest prepared a housing action plan based on the South King County regional HAP Framework (also led by ECONorthwest) and updated the housing element of the City’s comprehensive plan. The analysis included a housing inventory, housing needs analysis, assessment of demographics and employment trends, review of current plans and policies, and recommended strategies to encourage more housing production and minimize displacement.
- **Thurston Co-HCP Economic Impact Study—Olympia, WA (2020-2021).** Assisted Thurston County with an economic analysis to quantify the potential economic effects of implementing its draft Habitat Conservation Plan (HCP) over a 30-year permit term. This analysis helped the County better understand the implications of proceeding with a County-led HCP to address ESA obligations and answered questions regarding the cost to landowners and the impact on development patterns and associated economic outcomes. This analysis also implicitly answered questions regarding the costs and impacts of not pursuing a County-led HCP.
- **Austin Existing Density Calibration Tool—Austin, TX (2020).** Analyzed land development code revisions, including density bonuses, to inform the City’s voluntary affordability requirements. Worked with City staff to craft an Excel-based calibration tool that factored in various zoning and market parameters to allow City staff to test policy options and calibrate the policy requirements to balance development feasibility and community affordable housing goals.
- **Henderson Affordable Housing Incentive Analysis—Henderson, NV (2020).** Assisting the City of Henderson with identifying program options for affordable housing incentives. This work includes evaluating the regulatory framework, development patterns, community needs, and market conditions to identify program opportunities. In addition to analyzing the financial implications of target affordability levels, the project will identify feasibility gaps for program funding.
- **Bellevue East Main Zoning Analysis—Bellevue, WA (2020). Project Manager.** Analyzing zoning, development feasibility, and the potential for an incentive-based or mandatory affordable housing program in the East Main area of Bellevue to support future transit-oriented development around a new light rail station

- **Eugene River Road Corridor Planning—Eugene, OR (2018–Ongoing).** Providing housing and retail market research and analysis of development potential with and without policy and zoning changes. The River Road Corridor Plan will identify and implement changes to land use and zoning to implement neighborhood planning efforts and support potential future transit investments along the River Road corridor in Eugene, Oregon. This project employed MapCraft Labs.
- **TriMet SW Corridor Planning—Portland, OR (2018–2020). Project Manager.** Providing planning, development, and urban design assistance for the proposed SW Corridor light rail project. This work includes conducting a market study for station areas along the proposed rail alignment, developing a predictive rent model to account for areas that have seen limited new construction, using an innovative methodology to help identify naturally occurring affordable housing to understand displacement risk and identify opportunities for preservation in the corridor, and analyzing the financial feasibility of transit-oriented development. This project is employing MapCraft Labs.
- **Land Development Code Update—Austin, TX (2018–2020).** Analyzing land development code revisions, including density bonuses, to inform the City’s voluntary affordability requirements. Working with the City staff, ECONorthwest is crafting an affordable housing policy that balances development feasibility with community affordable housing goals. ECONorthwest also developed a toolkit that identified incentives (such as tax abatements) that could work in concert with the density bonus policy to encourage the production of privately developed affordable units. This project is employing MapCraft Labs.
- **Broadway Corridor Master Plan—Portland, OR (2019-2020).** Working as part of a cross-disciplinary team to design and implement a master plan on behalf of Prosper Portland on the former USPS site in Central City. Provided a market study of multiple potential uses for the 34-acred redevelopment site in downtown Portland. Modeled the financial feasibility of different design concepts and provided calculations of benefits and costs associated with implementing a Community Benefits Agreement. Developed a financial pro forma model for Prosper Portland and the master developer to use as part of the public-private partnership.
- **Economic Evaluation of the Ocean Innovation Center at San Diego Seaport—San Diego, CA (2019). Project Manager.** Supported UC San Diego Scripps Institution of Oceanography with assessing the market demand for, and financial feasibility of, a proposed innovation center supporting growth in the blue economy to be in Downtown San Diego.
- **Seattle Affordable Middle-Income Housing Advisory Council—Seattle, WA (2019).** Worked with the advisory council, convened by Seattle Mayor Jenny Durkan, to evaluate policy options and conduct development feasibility analysis to provide recommendations to revise existing housing development tools that will advance goals of creating more middle-income housing in the City of Seattle. This policy and development feasibility analysis evaluated changes to development standards identified creative funding and finance strategies and made recommendations for regulatory improvements to incent the production of more middle-income multifamily rental, multifamily ownership, and townhouse product types through the City.

- **Portland BPS SW Corridor Area and Site Planning—Portland, OR (2019). Project Manager.** Provided a market study of multiple potential uses for two different study areas along with the SW Corridor light rail extension and conducted area planning for equitable outcomes and development concept analysis on publicly owned opportunity sites.
- **Bay Area Rent Control Analysis—Berkeley, CA (2019).** Analyzed the financial implications of rent control for real estate development feasibility for the Silicon Valley Community Foundation (via UC Berkeley). In addition to analyzing impacts to revenue from various policies throughout the Bay Area, this project employed an innovative methodology to evaluate the impact to valuation metrics for properties subject to policy requirements.
- **Ashland Housing Implementation Strategy—Ashland, OR (2019).** Analyzed market conditions that influenced development feasibility for multifamily rental housing and tested the impact of development code amendments and property tax abatement programs on development feasibility outcomes.
- **Prosper Portland FAR Bank—Portland, OR (2019). Project Manager.** Conducted development feasibility analysis to determine the viability of a program to sell and transfer publicly owned development rights. Analyzed zoning and ran financial pro forma models for prototypical developments to understand a developer’s willingness to pay for additional entitlements in downtown Portland.
- **Up For Growth—Portland, OR (2019).** Performed on-call data and research requests related to housing, urban development, transportation, demographics, and economics for Up For Growth, a national 501(c)(6) organization that advocates for federal and state policies enabling transit-oriented development.
- **Oregon Statewide Brownfield Tax Credit—Portland, OR (2019).** Updated a statewide brownfields development feasibility analysis conducted by ECONorthwest in 2014. The updated analysis incorporated the newly proposed brownfields tax credit program as a tool for incentivizing redevelopment on brownfield sites throughout the state.
- **Livable Gateway Development—Portland, OR (2018). Project Manager.** Conducted development feasibility analysis for a public-private partnership proposal in Gateway.
- **CLT Economic Impacts & Development Feasibility Study—Portland, OR (2018).** Conducted research and financial modeling to evaluate the impact to development feasibility from the use of mass timber and, more specifically, cross-laminated timber (CLT), as compared to other construction materials and design processes.
- **Issaquah Inclusionary Zoning Support—Issaquah, WA (2018). Project Manager.** Supported the City in its review of its incentive zoning system and contemplation of an inclusionary zoning program. Conducted analysis on development feasibility to understand the value of additional entitlements in exchange for affordability requirements.
- **Trammel Crow Development Analytics—Portland, OR (2018).** Provided analysis of development trends to inform a Portland-based market strategy for Trammel Crow. This project employed MapCraft Labs.

- **RTC High Capacity Transit Plan—Las Vegas, NV (2018). Project Manager.** Evaluated land-use scenarios and the market for development as part of a plan for a transit system in the Las Vegas region. This work included collecting and analyzing real estate market data, interpreting current and proposed zoning information, and modeling the financial feasibility of transit-oriented development—this project employed MapCraft Labs.
- **Beaverton Downtown Design and Development—Beaverton, OR (2017–Ongoing). Project Manager.** Providing development feasibility analysis and implementation assistance to support a downtown-wide project to revise the Development Code, remove obstacles to development, make sure density comes with design, and integrate thinking and actions about buildings and essential urban elements to ensure a vibrant and livable Downtown.
- **Gresham BRT Corridor and Stations Design and Development Project—Gresham, OR (2017). Project Manager.** Focused on transit-oriented development planning in Gresham and analyzed development feasibility changes from public investment surrounding the planned BRT line. This project employed MapCraft Labs.
- **Affordable Housing Policy Evaluation—Hillsboro, OR (2017). Project Manager.** Explored the best approach for encouraging the development of new affordable housing units and preserving existing affordable housing units. Evaluated a set of tools (e.g., tax abatements, impact fee financing, reduced parking ratios), which city staff compiled based on developer and stakeholder feedback, for their effectiveness at stimulating development and used a pro forma model to quantitatively evaluate certain tools. The result of the analysis was a final document that identified the potential benefits and drawbacks of each tool, evaluated the effectiveness of specific tools at filling development feasibility gaps, and provided recommendations for tools and strategies that should be further evaluated.
- **Issaquah Parking Analysis—Issaquah, WA (2017).** Assisted the City in understanding the impacts on development regarding different parking/mobility strategies. Completed analysis on the resulting development feasibility of residential, office, and retail products due to different structured parking requirements.
- **Gresham Housing Policy On-Call—Gresham, OR (2017).** Assisted the City of Gresham in reviewing and updating their housing policy.
- **College Housing NW Market Study—Portland, OR (2017).** Conducted a technical study that assessed the market feasibility of a new, 16-story student housing project in downtown Portland for a nonprofit housing developer. The project involved an analysis of both the competitive supply of student housing, including market-rate housing in the downtown area and of university enrollment data to evaluate the demand for the additional supply of housing.
- **Canby Apartment Market Study—Canby, OR (2017).** Expanded on existing market reports and analyzed new data on comparable properties to assess the market feasibility of a private, multifamily development project in Canby.
- **Industrial Area Framework Plan—Milwaukie, OR (2017).** Analyzed future impacts on redevelopment feasibility resulting from market changes and new policies/regulations in the North Milwaukie Industrial Area. The results of the analysis grounded the framework plan to promote new development as well as the associated funding strategy that will be used to support existing area businesses. This project employed MapCraft Labs.

- **Rogue Valley Housing Strategy—Jackson County, OR (2017).** Conducted developer interviews as part of housing strategies for a Regional Problem-Solving process in the Rogue Valley.
- **Hood River Development Feasibility Analysis—Hood River, OR (2017).** Created a financial model with several scenarios to test development feasibility on a waterfront area site for the Port of Hood River.
- **Gridiron Affordable Analysis—King County, WA (2017).** For a private developer, assessed and audited the King County analysis for the required affordable sales prices and other affordability requirements in a proposed condominium development.
- **Columbia County Urban Renewal Administrator—Columbia County, OR (2015–Ongoing). Project Manager.** Providing a general range of services for the Columbia County Development Agency (CCDA), including administrative services, contract management, technical support, and financial analysis. Services have also included working with related economic development projects in the County, including the Oregon Strategic Investment Program (“SIP”), and enterprise zones as the projects relate to the CCDA.

PROJECTS OUTSIDE OF ECONORTHWEST

- **Privately-Developed Affordable and Market-rate Multifamily Housing Projects—Portland, OR (2015–2016).** For a private developer, assisted with pro-forma development, ancillary financial analyses, and other associated application materials required for affordable housing funding sources (e.g., low-income housing tax credits, HOME funds, local multiple-unit limited tax exemptions). Also assisted nonprofit development partners with affordable-housing project requirements during lease-up and stabilization (e.g., compliance reports, consultant MOUs, resident services contracts).

Education

Ph.D. City and Regional Planning, University of California Berkeley

M.A. City Planning, University of California Berkeley

M.S. Transportation Engineering, University of California Berkeley

B.S. Architecture & Certificate in Land Development, Georgia Institute of Technology

Years at ECONorthwest: 5

Years in Industry: 21

Areas of Expertise:

Land Use Planning

Real Estate Investment

Transit Planning

Equitable TOD

Affordable Housing

Economic Development

Land Use Modeling

Public Finance

Value Capture

Ian Carlton, Ph.D., Project Director

Dr. Ian Carlton is a Project Director at ECONorthwest and the co-founder of MapCraft.io. In addition to directing the customization of MapCraft's web applications, Ian develops analyses to aid policymaking, urban planning, and investment decision-making. Ian's project work considers land-use planning, real estate investment, transit planning, equitable transit-oriented development (TOD), affordable housing, economic development, land-use modeling, public finance, and value capture.

With a specialization in integrated transportation and land use planning, Ian's work often considers the complex and context-specific relationships between transit investments and urban development, especially the implementation of equitable transit-oriented development. Ian's research sponsors and consulting clients have included private and public sector entities: local governments, transit agencies, regional planning organizations, federal agencies, nonprofits, landowners, and real estate developers.

Ian leverages his prior professional experiences in policy development, residential real estate, economic development, and business strategy consulting to carry out his advisory work.

REPRESENTATIVE PROJECTS

Ian has served as Project Director or Research Lead on the following projects, unless otherwise noted:

- **Purple Line—College Park, MD (Ongoing).** Working with the Purple Line Corridor Coalition within the University of Maryland's National Center for Smart Growth, evaluating TOD planning opportunities to enhance equitable outcomes in the corridor. Assessing economic development strategies, value capture funding and financing opportunities, accessibility impacts, and testing scenarios of potential TOD outcomes on parcels throughout the 12-mile corridor.
- **ODOT Transit and Housing Study—Portland, OR (Ongoing).** In response to a request from Oregon State Legislature, ECONorthwest is working with HDR to engage housing agencies, developers, transit providers, local and tribal governments across Oregon to identify policies and actions that improve access to attainable housing and reliable convenience transit.

The study is intended to provide information that will help many stakeholders—like developers, affordable housing agencies, and advocacy groups—find cooperative solutions to meet local needs.

- **Silicon Valley Foundation Rent Control Analysis—San Francisco, CA (2021).** In collaboration with UC Berkeley’s Urban Displacement Project and sponsored by the Silicon Valley Community Foundation, conducting analyses of the financial implications of rent control policy variants on real estate development. ECONorthwest completed a first-of-its-kind study of rent control’s impacts on housing development feasibility by creating an econometric model to measure the impact of rent control on property valuation, with a specific focus on how the policy’s configuration affects development feasibility. And ECONorthwest conducted interviews with developers and lenders that provided further inputs into an assessment of rent control policies’ potential impacts on new housing supply. Findings are being shared with jurisdictions to help them understand policy impacts and potential mitigations.
- **21 Elements California RHNA Support—Portland, OR (Ongoing).** Working with Baird + Driskell Consulting and MapCraft, ECONorthwest is evaluating the potential housing unit production and fiscal impacts of 10 different land use and zoning policy changes for 18 jurisdictions in San Mateo County, California. This evaluation includes site-specific pro forma analyses across the county to estimate the development feasibility of these different policy options so that jurisdictions can prioritize housing production strategies that best help them achieve their RHNA allocations in updated Housing Elements.
- **Bothell Lot P TOD—Bothell, WA (2020).** Worked with the Sound Transit Office of Land Use and Development to consider joint development options for a proposed park-and-ride site in downtown Bothell as part of the SR 522/NE 145th Bus Rapid Transit (BRT) Project. Evaluated development alternatives that would achieve the goals of the City of Bothell – including intense mixed-use affordable housing wrapping the proposed parking garage – while efficiently meeting Sound Transit’s project needs.
- **130th TOD Site Development Strategy—Bellevue, WA (2020).** On behalf of the City of Bellevue, evaluated the financial feasibility of different joint development strategies for a Sound Transit property. The potential joint development would occur on property purchased by Sound Transit for the East Link Extension and designated as a future park-and-ride facility in the Bel-Red district.
- **South Central Waterfront Regulating Plan—Austin, TX (2019–2021)** Evaluated the financial viability of regulations, including density bonuses, affordable housing, and public infrastructure exactions, for the City of Austin planning department and a new economic development corporation tasked with implementing the area plan.
- **Existing Density Bonus Calibration—Austin, TX (2020).** Worked with the City’s housing department to calibrate the requirements of existing density bonus programs in the City, including the development of an Excel-based tool to assist future calibration efforts.
- **Land Development Code Revision—Austin, TX (2019–2020).** Used MapCraft’s software tools to determine the effect of new Citywide zoning code on the financial feasibility of affordable housing density bonuses for the City’s housing department

- **Upjohn Institute MapCraft—Kalamazoo, MI (2019–2020).** Providing an interactive MapCraft model for the South-Central Michigan planning organization to aid in local housing policymaking. The tool contemplates the influence of abatements, funding tools, and other methods of enhancing housing production.
- **California Senate Bill 50 Housing Analysis—Bay Area and Los Angeles County, CA (2019).** CA YIMBY asked MapCraft Inc to evaluate how much additional housing development capacity, both market-rate and affordable inclusionary housing units, might be enabled by the proposed policy compared to current policies. ECONorthwest produced submarket demand data and parcel-specific data for MapCraft, which helped MapCraft evaluate market-feasible housing capacity on millions of parcels in the Bay Area and Los Angeles County.
- **Los Angeles TOD under Senate Bill 50—Los Angeles, CA (2019).** MapCraft engaged ECONorthwest to produce submarket demand data and parcel-specific data for characteristics that influence development potential as part of an evaluation of how SB 50 might have interacted with the Transit Oriented Communities Program in the City of Los Angeles, a successful, equitable housing development policy with similarities to SB 50. With the help of UC Berkeley’s Urban Displacement Project and ECONorthwest, MapCraft assessed market-feasible housing capacity, both market-rate and affordable inclusionary housing units, on thousands of parcels in Los Angeles.
- **Portfolio Analysis Tool—Seattle, WA (2019). Project Advisor.** Provided economic analyses and software design guidance for a cash flow analysis tool that supports long-term asset management and investment decisions for wastewater and stormwater infrastructure.
- **Regional Supportive Housing Impact Fund—Portland, OR (2019).** Contributed to a comprehensive strategic plan and implementation guide to create a Regional Supportive Housing Impact Fund to reduce chronic homelessness in the Portland region. This strategic plan describes the need that can be addressed by the fund and walks local healthcare, business, and philanthropic funders through the impact fund development process.
- **Regional Transit Vision—Las Vegas, NV (2019).** Using MapCraft.io, developed a regional land use model sensitive to TOD policy interventions to determine where TOD was likely, and transit investment was more or less warranted.
- **Fund Development for Affordable TOD—Vancouver, BC (2019).** Prepared a business framework to guide City planners at Metro Vancouver, BC regional government in developing a transit-oriented affordable housing (TOAH) revolving loan fund. We (1) engaged with the local affordable housing development sector to assess the development challenges and opportunities in the region, (2) assessed the lessons learned and best practices from US TOAH Funds, (3) advanced recommendations for three potential fund concepts and estimated the level of investment needed, and (4) prepared the business framework with recommended fund products and implementation steps over the next several years.

- **Metro SW Corridor Equitable Development Strategy—Portland, OR (2017–2019).** As part of the initial planning for the corridor alignment, Metro commissioned ECONorthwest and collaborators to work with City and community partners on a comprehensive set of actions to mitigate the potential negative effects of a light rail transit investment. The effort sought to proactively leverage the transit investment to foster a diverse range of new housing units and encourage the creation of new businesses and family-wage jobs.
- **Eugene River Road BRT Corridor Planning—Eugene, OR (2018–Ongoing).** Identifying and implementing changes to land use and zoning to implement neighborhood planning efforts and support potential future transit investments along the River Road corridor in Eugene, Oregon. Providing housing and retail market research, analysis of development potential using MapCraft labs, and evaluating displacement risk as a result of policy changes.
- **Broadway Corridor Master Plan—Portland, OR (2018–Ongoing). Project Advisor.** The Broadway Corridor Master Plan is reimagining a 34-acre redevelopment site in downtown Portland, evaluating market feasibility of potential uses and development scenarios for the entire site.
- **TriMet SW Corridor Planning—Portland, OR (2018–Ongoing).** The TriMet Southwest Corridor project is planning a new light rail connection from downtown Portland to Tualatin, analyzing TOD opportunities and development propensity to support transit project planning and agency joint development efforts.
- **UTA TOD System Plan—Wasatch Front, UT (2018–Ongoing).** The Transit-Oriented Development (TOD) System Plan is a resource that enables a variety of interests to better understand the viability of transit-oriented development near all Frontrunner, TRAX, and Streetcar stations along the Wasatch Front. By comparing all stations to one another, UTA and other entities are able to strategically utilize their resources (i.e., property, time, funds, etc.) to further the objectives of individual cities and communities. It is a station that exhibits high TOD readiness.
- **Maryland Parkway EIS—Las Vegas Region, NV (2018). Project Advisor.** Contributed to an environmental document for a proposed high-capacity transit project along Maryland Parkway in Clark County, NV. Conducted a buildable land supply analysis to determine the existing supply of potential opportunity sites at key nodes along the corridor. Identified local match funding options to meet the financial needs of the potential transit investment.
- **Tampa Transit Sales Tax Measure—Tampa, FL (2018).** Evaluated the burden of the successful sales tax measure on the November 2018 ballot that will pay for transit by adding a 1% consumer tax on goods in Hillsborough County, Florida.
- **Citywide TOD Affordability Bonus—Austin, TX (2018).** Using MapCraft.io, tested millions of variants of a local density bonus program proposal to identify optimal requirements for affordable unit delivery in regional centers and corridors, including extensive analysis of missing middle feasibility and missing middle affordable housing potential.

- **Up For Growth—Portland, OR (2017–Ongoing).** Providing research, data, and analysis related to reducing obstacles to housing supply. Evaluated federal and state policy proposals that would enable multifamily development, particularly TOD. Estimated policy impacts of 2019’s Senate Bill 10 in Oregon, which would have upzoned areas surrounding high-frequency transit services in major metropolitan areas.
- **West Seattle to Ballard LRT—Seattle, WA (2017–Ongoing).** The West Seattle to Ballard Link Extension project is planning a north-south light rail connection through downtown Seattle, including a new downtown light-rail tunnel, analyzing TOD opportunities and development propensity to support transit project planning and agency joint development efforts.
- **RTC High Capacity Transit Plan—Las Vegas Region, NV (2016–Ongoing).** Evaluating market for transit-oriented development and land use scenarios as part of a regional transit system plan for the Las Vegas region.
- **TOD Zoning Analysis—Milwaukie, OR (2016).** Using MapCraft.io, tested development feasibility on every parcel within a prospective TOD plan; identified tradeoffs between industrial preservation and other policy objectives.
- **Corridor Zoning Analysis—Portland, OR (2015).** Using MapCraft.io, co-developed computational housing pro forma, tested millions of variants of a local density bonus program, identified tradeoffs between affordable housing and other policy objectives.
- **Implementing Equitable TOD Projects—National Research (2014).** Evaluated equitable TOD projects to understand implementation pitfalls and best practices. Published “Advancing Equitable Transit-Oriented Development: Steps to Avoid Stalled Equitable TOD Projects.”
- **City of Los Angeles TOD Strategy—Los Angeles, CA (2012).** Advised the Mayor’s TOD Cabinet on transit and TOD tactics, authored strategy whitepaper.
- **Southwest Corridor TOD Evaluation—Minneapolis, MN (2011).** Contributed to the realignment of the Southwest light-rail corridor in the Twin Cities after evaluating the economic feasibility and political viability of TOD at five proposed stations.
- **TOD Financing Policy Guidance for Federal Officials—Washington, DC (2010).** For T4America, in Washington DC, led the collaboration that drafted policy concepts to enhance federal role in TOD finance
- **Mixed-Income TOD Action Guide—Washington, DC (2009).** For Reconnecting America, developed an online equitable TOD toolkit for transit planners and other TOD stakeholders.

RECENT INVITED PANELS AND PRESENTATIONS

- **Reshaping Cities in a Post-Parking World: A Real Estate Developer Perspective—UrbanismNEXT, Portland, OR (March 2018).** Presented on the real estate project-level impact of autonomous vehicles if one assumes on-site parking was no longer required or necessary in the future and moderated a discussion among developers on the topic.
- **Getting the Job Done: Tools for Affordable Housing Success—New Partners for Smart Growth, San Francisco, CA (Feb. 2018).** Shared insights on the utility and applicability of technology when developing new affordable housing development policies.

- **The Real Estate Developer’s Perspective on TOD Implementation—RailVolution Conference, Denver, CO (Sept. 2017).** Presented a real estate development introduction to transit planners and policymakers who were interested in the impacts (or lack of impacts) of common TOD policies on real estate project economics.
- **Real Estate Market Analysis in Transit Planning—TRB GIS in Transit Conference, Washington DC (Sept. 2017).** Presented case studies and methods for incorporating real estate development evaluations into transit planning processes.
- **The Economics of TOD and Affordability Bonuses—Congress for New Urbanism, Seattle, WA (May 2017).** Described the underlying real estate development incentives that govern effective density bonus programs and identified pitfalls worthy of consideration.
- **The Economics of Inclusionary Zoning—New Partners for Smart Growth, St. Louis, MO (Feb. 2017).** Co-organized session on the implementation of inclusionary zoning and presented a primer on the policy’s interactions with development economics.

RECENT PUBLICLY AVAILABLE REPORTS AND ARTICLES

Monkkonen, Paavo, Carlton, Ian, & Macfarlane, Kate. “One to Four: The Market Potential of Fourplexes in California’s Single-Family Neighborhoods.” UCLA: The Ralph and Goldy Lewis Center for Regional Policy Studies; 2020

Ian Carlton, James Kim, Becky Steckler; “Chapter 6: Impacts on Real Estate” in “Multilevel Impacts of Emerging Technologies on City Form and Development”; University of Oregon Urbanism Next Center (2020)

Ian Carlton. “Transit Planners’ Transit-Oriented Development-Related Practices and Theories.” *Journal of Planning Education and Research*, 39(4), 508–519 (2019)

Anna Cash, Miriam Zuk, and Ian Carlton; “Upzoning California: What Are the Implications of SB50 for Bay Area Neighborhoods?”; UC Berkeley Urban Displacement Project (2019)

Ian Carlton, Miriam Zuk, Anna Cash; “SB 827 2.0: What Are the Implications for Communities in the Bay Area?”; UC Berkeley Urban Displacement Project (2018)

Williams, Stockton, et al.; “The Economics of Inclusionary Development;” Washington, DC: Urban Land Institute (2016)

Miriam Zuk and Ian Carlton; “Equitable Transit-Oriented Development: Examining the Progress and Continued Challenges of Developing Affordable Housing in Opportunity and Transit-rich Neighborhoods;” *Poverty & Race Research Action Council* (2015)

Dan Chatman, Robert Cervero, Emily Moylan, Ian Carlton, et al.; “Transit Cooperative Research Program Report 167—Making Effective Fixed-Guideway Transit Investments: Indicators of Success;” *Transportation Research Board of the National Academies* (2014)

Ian Carlton and Will Fleissig; “Advancing Equitable Transit-Oriented Development: Steps to Avoid Stalled Equitable TOD Projects;” *Living Cities* (2014)

AFFILIATIONS

Urban Land Institute—National Transit Oriented Development Council Member; Northwest District Council: Portland UrbanPlan Committee Chair.

Transportation Research Board—Transportation and Land Development Committee Member.

Portland State University—Adjunct faculty for core planning and ethics coursework in the Master of Real Estate Development program.

University of Oregon—Adjunct faculty for an introductory course in real estate development in the Architecture program at the University of Oregon's Portland campus.

Robert I. Ferguson B.ENDS

Computational Designer

Robert Ferguson is a computational designer and analyst with the Parametric Design Team. He holds a bachelor's degree with honors in Environmental Design from the University of British Columbia, where he studied the intersection of parametric design, architecture, urban planning, and sustainability. At IBI Group, Robert applies his skills in parametric modelling to transportation, infrastructure, and city planning, with projects ranging from the building to regional scales. Robert's work provides data-driven analysis of the feasibility, effectiveness, and impacts of these developments and strategies. Before joining IBI, Robert worked in the Asset Department for Parks Canada on diverse infrastructure projects and environmental restoration initiatives in the Canadian Rockies.

Relevant Experience

Bedrock Development Strategy, MI/OH – Robert took a lead role in designing a parametric model to underpin comprehensive development and sustainability strategies for several districts in Detroit and Cleveland. Informed by initial analyses of existing demographics, land use, amenities, transit, and economic conditions, the model quantifies, locates, and generates program-specific development to drive the growth of economically and socially robust communities. The Model's benchmark for such communities is the '15-minute neighborhood' – a complete, pedestrian-focused community in which residents can access all day-to-day needs within a 15-minute walk from their homes.

Caltrans BRT Study, CA – IBI was retained by the Orange County Transportation Authority (OCTA) to study and identify optimal routes for an expanding Bus Rapid Transit (BRT) system to be deployed in Southern California's freeway network. Along with Julia Fruithandler, Robert developed a parametric model to create and evaluate route alternatives that met OCTA goals for cost, sustainability, equity, and transit ridership. To this end, extensive demographic, infrastructural, and environmental data was overlaid to provide a holistic analysis of the competing and complementary drivers of BRT route selection.

One T+ TOC Master Planning and Design, ON – As part of IBI's ongoing planning work for the expansion of light rail service in Toronto, York, and Scarborough, Robert worked with Michael Lee to both parametrically generate, and provide analysis of, Transit Oriented Community massing and density options at future transit hubs.

Waterfront BIA, ON – Along with Michael Lee, Robert help developed a generative massing model to test land use and density scenarios, with special emphasis on their public revenue generating capacity, in the East Portlands of Toronto. Model outputs were used to determine the extent to which new development could help finance a new LRT in the region.

Education

University of British Columbia
Bachelors / B.End (Hon.) 2018-2020

McGill University
Bachelors / B.Eng (Mechanical) 2016-2018

Experience

2020–Present
IBI Group Architects, Vancouver, BC
Computational Designer

2020 (Summer)
Pacific Capital Real Estate Group, Vancouver, BC
Development Assistant

2018-2019 (Summer)
Parks Canada Asset Management, Banff, AB
Project & Construction Management Student

Awards

2020 Graduation Award for Academic Excellence
UBC SALA

2019 TREK Excellence Award for Continuing Studies
UBC SALA

2016 Rossy Leader Entrance Scholarship
McGill University



Nathalie Waelbroeck AIA, LEED AP BD+C, WELL AP Senior Sustainability Strategist

Nathalie Waelbroeck has over 6 years of experience in the field of architecture. She has worked in a wide array of projects including light rail stations, residential, spa, medical, hospitality, and office design. She has proven her flexibility to function as a team member in the collaborative environment, most evident in her light rail and medical projects. She is familiar working with complicated and technical project requirements and relies on her strong BIM/3D Visualization software skills to best communicate with different disciplines. Ms. Waelbroeck possesses a strong knowledge of MicroStation, Rhino, Grasshopper, Sketchup, Revit, AutoCAD, and Adobe Suite products.

Nathalie's work has taken her far afield with projects in the United States, Canada, and Europe. This experience has given her an appreciation of the architectural process in different regions. Nathalie is passionate about sustainable design as it impacts the triple bottom line, as a result she has deeply studied the subject matter and holds credentials with both LEED and WELL.

Representative Experience

Eglinton Crosstown Light Rail Transit (ECLRT) – Project Designer. The Eglinton Crosstown light rail transit (ECLRT) line is a key project in The Big Move, Metrolinx's regional transportation plan for the Great Toronto and Hamilton Area (GTHA). The ECLRT runs along Eglinton Avenue on a 19-kilometre corridor, of which 10-kilometres are underground, with 25 stations and stops, 15 underground stations and 10 at-grade stops including three TTC subway stations and new TTC bus terminals, GO Transit and UP Express platforms and canopies; and a Maintenance and Storage Facility (MSF). This is the largest transit expansion project to date in Canada and will significantly improve commute in the City as it runs in a dedicated right-of-way. It is being procured through Alternative Financing Procurement process led by Infrastructure Ontario (IO) and Metrolinx. IBI Group, in a Design Engineering Joint Venture with SNC-Lavalin, is leading the design component as part of the Crosslinx Transit Solutions consortium. IBI Group has primary and system-wide responsibility for the architectural and urban design of the project with multi-disciplinary engineering design on many elements of the project - leading a team of subconsultants in a number of disciplines.

Hurontario LRT – Proposal Writer. The Hurontario light rail transit line is a key project in The Big Move, Metrolinx's regional transportation plan for the Great Toronto and Hamilton Area (GTHA). The Hurontario line connects the city of Mississauga and Brampton along an 18-kilometre corridor, with 19 stops. This is one of the largest transit expansion projects in Ontario and will significantly improve commute. It is being procured through Alternative Financing Procurement process led by Infrastructure Ontario (IO) and Metrolinx. IBI Group, in a Design Engineering Joint Venture with Hitachi, Morrison Hershfield, Arcadis, Daoust Lestafe, is leading the design component as part of the Mobilinx consortium. IBI Group has primary and system-wide responsibility for the architectural and urban design of the project with multi-disciplinary engineering design on many elements of the project - leading a team of subconsultants in a number of disciplines.

Education

B.Arch, Pennsylvania State University, University Park, PA, 2015

Minor: Sustainability Leadership, Pennsylvania State University, University Park, PA, 2015

Minor: Environmental Inquiry, Pennsylvania State University, University Park, PA, 2015

Minor: International Studies, Pennsylvania State University, University Park, PA, 2015

Experience

2016–Present

IBI Group Architects, New York, NY

2015–2016

Robert D. Henry Architects, New York, NY, Project Designer

2015

ALL Design, Sleepy Hollow, NY, Summer Intern

2014

Allard Architecture BV, Amsterdam, Netherlands, Summer Intern

2012–2013

Robert D. Henry Architects, New York, NY, Summer Intern

Registrations

Architect, New York State, 042691-01

Awards

WTS-GNY Annual Conference Scholarship Recipient - 2018

Finalist in the Driverless Future Challenge - 2017



sAVe – IBI Group was shortlisted from a group of more than 200 participants from 25 countries, to be one of four finalists in a challenge to shape the impact of autonomous transportation in partnership with the City of New York. A team of IBI Group transportation specialists, software developers and architectural designers from across five offices developed the concept for sAVe, a community-supported, mobility-as-a-service platform that offers multi-modal ridesharing services, including automated vehicles as they become available. sAVe provides trip service in transportation-underserved neighborhoods and connects residents to public transit hubs that they may not otherwise be able to access. Available at community kiosks or as a smartphone app, the platform will leverage existing public infrastructure without increasing the number of private vehicles in already-congested areas. Nathalie was a leading proponent of, and contributor to, the sAVe concept and application, including the live streamed pitch to the competition judges.

Spokane Central City Line – The strategic advising, financial planning, ridership forecasting, TOD/station design, and systems engineering services for the Spokane Transit Central City Line Bus Rapid Transit System. Nathalie is the architectural designer for the 34 Bus Rapid Transit Stations, thereby coordinating with the various disciplines and finalizing the design of the prefabricated shelter kits.

Spokane Moran Station Park & Ride – The strategic advising, financial planning, ridership forecasting, TOD/station design, and systems engineering services for the Spokane Transit Moran Station Park & Ride. Nathalie is the architectural designer for the Park & Ride facility, including a Bus Rapid Transit Station, Operational Support Building, and parking lot for 100 vehicles.

Spokane Monroe Regal Line – The strategic advising, financial planning, ridership forecasting, TOD/station design, and systems engineering services for the Spokane Transit Monroe Regal Line Bus Corridor. Nathalie is the architectural designer for the 13 Bus Stations and 73 Bus Stops, thereby coordinating with the various disciplines and finalizing the design of the prefabricated shelter kits.

Teton H1 – A 25-unit luxury condo in Teton Village, Wyoming. The facility boasts direct access to the nearby ski slopes, a public bistro, private dining areas, fitness centers, pool areas, and spa facilities. Nathalie is the Sustainability and Wellness Liaison, working closely with the project design team and the sustainability consultants to ensure compliance with the client's sustainability and wellness goals.

North Hollywood Sewage and Maintenance Yard – The Yard is a new 8,500 sq.ft. building that houses office space, locker rooms, restrooms, storage and common areas for the Los Angeles Bureau of Sanitation, Wastewater Conveyance Division. The project is projected to be LEED Platinum and Zero Net Energy. Nathalie is the Sustainability Coordinator, helping the project team through the LEED certification process.

SCAG Curb Space Management Study – The Study is taking a comprehensive and multimodal review of some of the most complicated curb space locations within the six-county SCAG region, aiming to improve mobility, reduced congestion and vehicle miles traveled (VMT)/vehicle hours traveled (VHT), among other goals. Nathalie is the Deputy Project Manager and Local Liaison, responsible for project coordination, scheduling, and invoicing.

Other Relevant Experience

PALM Health, St. Louis, Missouri – Architectural Designer on the 17,500 sq. ft. integrative medical and wellness center at the former iconic location of Busch's Grove. Nathalie worked directly with the Project Manager and client to develop program layouts, conceptual design and presentations for the



diverse state-of-the-art facility. This involved coordinating with technical consultants to provide appropriate spacing for medical equipment and going on site to client meetings and presentations.

Mandarin Oriental, New York, NY – Architectural Designer on the interior fit out of the pool facilities, including reception, retail, locker rooms and the pool deck. Nathalie worked directly with the Project Manager and client to develop the design, construction drawings and presentation renderings.

Career Highlights

Meet the Contractor, USA Build Online, 2020 – Nathalie was a panelist on “Greener Contracting: Ensuring a Sustainable Supply Chain” Panel Discussion.

AAG Summer Seminar Series, Pennsylvania State University, 2020 – Nathalie was a panelist on “Technology” seminar series, focusing on the application of sustainable technology in design.

New York Build Expo, New York, NY, 2020 – Nathalie was a panelist on “Major Infrastructure Projects Mapping Out New York’s Journey” Panel Discussion.

AI + Data Lecture Series, Pratt University, New York, New York, 2018 – Nathalie was a guest lecturer for “AI the Backseat Driver” an introduction to the potential of artificial intelligence in urban planning, architecture, and transportation.

WTS International Annual Conference, San Diego, California, 2018 – Nathalie was a panelist on “Empowering Young Professionals and Urban Solutions through Startup Design Competitions” Breakout Session

Guest Lecture at Pratt Institute, New York, New York, 2018 – Presented sAVe to the Design Management master’s program

AIA Driverless City Symposium, New York, New York, 2017 – Presented sAVe at a booth

Driverless Future Challenge, New York, NY, 2017, Finalist- Presented at NYU Skirball Center

Nominated for the Undergraduate Research Award, Pennsylvania State University, State College PA, 2015



Aamir Ansari

Urban Planner/Graphic Designer

Aamir Ansari is an Urbanist with a Placemaking and Urban planning degree with interests and expertise revolving around Urban planning, infographics, graphic design and innovation. His approach in the field involves interesting visual and graphic language and innovative solutions.

Aamir worked on several IBI Projects involving architecture, planning and design and leveraging his expertise and understanding in the respective field to translate ideas into a visual experience and storytelling. Prior to IBI, Aamir has been part of various research involving Tactical Urbanism, Public Realm of Tomorrow, Active Design and Equity. He was involved and led various street activation projects in Ahmedabad.

Representative Experience

Harris Green Village Engagement, Victoria, BC– This master planned redevelopment of two sites totaling five acres is expected to become a new neighborhood core at the gateway to downtown Victoria. Aamir was part in drafting and creating the workshop material and exercise. He also was involved in creating infographics and insights after the workshop to clearly convey ideas and results. (2019-ongoing)

Valco Community Smart Audit, Cupertino, CA– Smart community solutions for a neighborhood in Cupertino involving new technologies to increase quality of life of the residents. Aamir helped produced a really compelling visual presentation focused on storytelling and illustrations to convey different solutions and ideas. (2019-ongoing)

Smart Community Presentation, San Jose, CA – This was a future project built on smart community neighborhood for Google. Aamir successfully translated subject ideas and information into legible interactive graphics and illustrations, this resulted in a easy to read and understand presentation. (2019-ongoing)

Teton H1 Mountain Resort Jackson Hole, WY – This project was a high-end, 24-unit mountain resort in Jackson Hole. Aamir synthesized the data to create visually compelling and easy to digest infographic of outcome of the design workshop. (2019)

IBI Swipe – A simple intuitive community engagement app. Aamir designed and created UI and visual Mockups for the app. This included different visual iterations and demos of the app. (2019)

BRT Vision and Principles Study, Los Angeles County, CA – This Bus Rapid Transit study for LA's regional transit agency, Metro, seeks to develop the overall vision, guiding principles, goal, objectives and standards for the future BRT network, and to identify the opportunities and challenges for the new system. Aamir's role was to create and design workshop material for a smooth engagement process.

IBI Pocket R&Ds Design Layout – This was a part of in-house micro-research platform where IBI-ers were involved in various researches of

Education

MSc. Urban Placemaking & Management, Pratt Institute, New York City, USA, 2018

Bachelor of Urban Planning, Ahmedabad, India, 2016

Experience

2018–Present

IBI Group, Los Angeles, CA, THINK Analyst

2015

Project for Public Space/ Urban Vision, Urban Planning Intern

2015–2016

Placemakers India, Ahmedabad, Founder

Academia

2017

The DO school, Fellow, NYC

2017–2018

Graduate Researcher for Professor David Burney, GCPE, Pratt Institute, NYC

2016–2017

Graduate Assistant for Professor Jamie Stein, GCPE, Pratt Institute, NYC

Memberships

Indian Institute of Town Planners (ITPI), India



their interests. Aamir helped to take the research and produce interesting to to read reports with appealing illustrations and graphics.

Other Project Experiences

Mobility Challenge Plan, Brooklyn Navy Yard, Brooklyn, NY – This was a project to design sustainable ride share program for Brooklyn Navy Yard. Aamir was part of a team to develop a reward based analog program and digital app program for the ride share system. His role was to design the outreach and communications for the rideshare program. He also was involved in designing and finalizing the UI and UX of the app.

Minding the potential, Ahmedabad, India – A street activation project led by Aamir as a part of UN Habitat day and UN World Urban Campaign.



**GATEWAY CITIES COUNCIL OF GOVERNMENTS
REGIONAL EARLY ACTION PLANNING GRANT (REAP)
CONSULTANT AGREEMENT WITH IBI GROUP**

THIS REGIONAL EARLY ACTION PLANNING GRANT (REAP) CONSULTANT AGREEMENT, hereinafter referred to as “Agreement,” is made and entered into by and between the Gateway Cities Council of Governments (GCCOG) and IBI Group (Consultant). Collectively, GCCOG and Consultant are referred to herein as the “Parties.”

RECITALS

WHEREAS, GCCOG is a planning organization that is organized to work in collaboration with the Southern California Association of Governments, the region’s federally designated Metropolitan Planning Organization (“SCAG”). SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial, and GCCOG collaborates as one of the subregional planning organizations within the County of Los Angeles;

WHEREAS, the primary source of funding for this Agreement is allocated to SCAG pursuant to the State of California (the “State”), Department of Housing and Community Development (“Department”) under the Regional Early Action Planning (“REAP”) Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG and GCCOG have entered into that certain Memorandum of Understanding, effective as of May 14, 2021 (“MOU”), whereby SCAG has provided grant funding to GCCOG as a sub-recipient under the REAP program, with such funds being subject to and conditioned on the terms of the MOU;

WHEREAS, consistent with the State of California Contract Manual section 3.17, Subvention and Local Assistance Contract, part B, SCAG has determined the necessity and reasonableness of the cost in the Consultant’s cost in this Agreement and that this Agreement contains adequate cost controls;

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30;

WHEREAS, GCCOG seeks to retain the services of Consultant to provide services related to implementing planning projects to further the development of housing within the County of Los Angeles (“Project”) as set forth in this Agreement, which services are permitted to be procured pursuant to the MOU; and

WHEREAS, Consultant agrees to perform the services required by GCCOG on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Services”). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal

from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

2. Term

- a. The Term of this Agreement shall begin on the Effective Date and continue until the Services are completed, hereinafter referred to as the "Completion Date," but in any event no later than _____ unless terminated earlier as provided herein.
- b. Time is of the essence in the performance of Services under this Agreement.

3. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed the amount set forth in Exhibit A and listed in a duly executed GCCOG Notice to Proceed ("NTP") and/or Change Order.
- b. This is a Lump Sum Agreement with Milestone Payment. Consultant shall be paid based upon completed deliverables in accordance with a duly executed NTP and/or Change Order.

4. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of GCCOG in a form approved by GCCOG, which consent GCCOG may grant, condition or withhold in its sole and absolute discretion.
- b. In the event of any change in ownership or control of Consultant's firm or any subconsultant's firm, Consultant shall provide written notification to GCCOG and GCCOG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by GCCOG.

5. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of a Contract Amendment and fully executed by the Parties, which changes shall be approved in writing and in advance by SCAG. The Consultant Project Manager or the GCCOG Project Manager shall initiate a contract Amendment Request. A Request only initiates the contract amendment process. GCCOG must still approve the actual Contract Amendment ("Amendment"). Such Amendment shall not become effective without the full execution by the Parties. The Effective Date of such Amendment shall be set forth in the Amendment and shall be no earlier than the date that GCCOG received the Request. GCCOG shall disallow any and all costs incurred by the Consultant prior to the Effective Date of an Amendment resulting from a Request.
- b. GCCOG may request, at any time, Amendments to this Agreement and will notify Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify GCCOG of the impact of such changes on the Scope of Work, Schedule, and Budget. Upon agreement between the Parties as to the required changes, an Amendment shall be prepared regarding the same.

6. Invoicing for Payment

- a. Consultant agrees and acknowledges that that it will not engage in any Services for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner. Any request by Consultant for payment from GCCOG for these Services will be disallowed.
- b. Consultant shall obtain GCCOG's written authorization prior to purchasing any item exceeding \$2,500 for any articles, supplies, equipment, or Services. When purchasing these types of items, Consultant shall competitively procure items and maintain documentation to substantiate the competition. This includes all the particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted, or adequate justification provided for the absence of competition.
- c. GCCOG reserves prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. Consultant is required to acknowledge the support of GCCOG when publicizing the work under the contract in any media.

7. Written and Electronic Versions of Work Products, Related Work Materials, and Inventions

- a. For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced from Services under this Agreement including, but not limited to, all Work Products conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Services commissioned or performed under this Agreement. Work Product includes all deliverables, Inventions (as defined below), innovations, improvements, or other works of authorship Consultant and/or Subconsultant may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by, or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. For purposes of this Agreement, "Inventions," shall mean any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Consultant or Subconsultant during the term of this Agreement and in performance of any Services under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of any Task Order issued under this Agreement.
- d. During or upon completion of the Scope of Work, Consultant shall deliver to the GCCOG Project Manager, as requested, all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:

- (1) One electronic PDF copy in a medium pre-approved in writing by the GCCOG Project Manager;

- (2) One electronic copy of all software (including source code, User's Manual, and full documentation in printed and electronic form), databases, and web materials;
 - (3) One double-sided hard copy of all material prepared for and used in presentations, including overhead, Power Point and hard copy presentations;
 - (4) Copies of all photographs taken at meetings, conferences, or Project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or flash drive. Traditional photographic prints are also acceptable; and,
 - (5) Other Related Work Materials, as requested by the GCCOG Project Manager.
- e. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
 - f. Consultant shall apply reasonable quality assurance procedures in the development of software and shall test all software prior to delivery to GCCOG. Consultant shall provide to GCCOG documentation of quality assurance procedures applied, and a complete record of the software testing performed.
 - g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of GCCOG or SCAG. This report does not constitute a standard, specification or regulation."

8. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 7, Subsections (a), (b), and (c) (Written and Electronic Versions of Work Products, Related Work Materials, and Inventions), respectively, shall become the property of SCAG, and all publication rights are reserved and fully assigned hereby to SCAG. Consultant shall not copyright Work Products or Related Work Materials.

As between Consultant and GCCOG, all title is reserved to GCCOG for any tangible property purchased in connection with this Agreement and not fully consumed in the performance of this Agreement.

- If applicable, Consultant shall include a detailed inventory of any State-furnished property, and comply with the policies and procedures regarding State-owned property accounting for, usage, care, maintenance, protection, and return to GCCOG of the property as set forth in the State Administrative Manual § 8640, et seq.
 - If purchase of equipment is a reimbursable item, the equipment to be purchased shall be specified. If applicable, automotive equipment shall be purchased by the DGS/Procurement Division. GCCOG shall arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the consultant.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third-

party agreement and related to the Services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.

- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify GCCOG and SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title, and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Services, nor authorize others to do so, without prior written permission of GCCOG's and SCAG's respective legal counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by GCCOG or SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. GCCOG shall direct Consultant as to the disposition of all such property upon completion or termination of this Agreement.
- i. GCCOG and/or SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which GCCOG and/or SCAG deem(s) appropriate without additional compensation to Consultant.

9. Termination

- a. Termination Resulting from Lack of Approval in the Southern California Association of Governments' (SCAG's) Comprehensive Budget

In the event that the work provided for under this Agreement is not approved in the next SCAG Comprehensive Budget, the subsequent Comprehensive Budget, or Comprehensive Budget Amendments, this Agreement is deemed to be terminated effective June 30th of the applicable Fiscal Year.

- b. Termination for Convenience of GCCOG

GCCOG may terminate this Agreement at any time by giving notice to Consultant of such

termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of GCCOG, become GCCOG's and/or SCAG's property. If this Agreement is terminated by GCCOG as provided herein, GCCOG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, GCCOG shall thereupon have the right to terminate this Agreement by giving not less than ten (10) working days written notice to Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of GCCOG, become GCCOG's property.

10. Compliance with Laws, Rules, and Regulations

Consultant shall perform all Services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

11. Independent Contractor

Consultant agrees to provide the Services set forth in this Agreement in the capacity of an independent contractor and neither Consultant nor any of its employees or agents shall be considered to be an employee or agent of GCCOG.

12. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision; if this provision differs from the rules of the American Arbitration Association, then this provision shall control. Consultant shall continue with the responsibilities under this Agreement during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

13. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless GCCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional Services under this Agreement.
- c. For all other Services performed by Consultant pursuant to this Agreement, Consultant shall indemnify, protect, defend and hold harmless GCCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or Subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless GCCOG, its members, officers, governing board members, employees grantors and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, against any and all claims against GCCOG and/or SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to Consultant Contract or that GCCOG and/or SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

14. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.
- b. Consultant shall ensure and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act and the Age Discrimination Act of 1975 and all implementing regulations (Government Code Section 12900 *et seq.* and 42 USC 3601-20); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are all incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- e. If federal funds are to be provided under this Agreement, or if expressly required by the State funding source, Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R. Part 21 and 23 C.F.R. Part 200; hereinafter referred to as “DOT regulations,”) and 49 C.F.R. Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term “Contractor” appears therein, it shall mean Consultant.
- f. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- g. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the DOT regulations relative to nondiscrimination.
- h. Sanctions for Noncompliance: Failure by Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as GCCOG may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination or suspension of this Agreement, in whole or in part.
- i. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of “a” through “e” of this section. Consultant shall take such action with respect to any subcontract or procurement as GCCOG may direct as a means of enforcing such provisions including sanctions for noncompliance.

15. Records Retention and Audits

- a. Consultant and its Subconsultants shall maintain all source documents, books and records connected and all work performed under this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (“OWP”), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of GCCOG, SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by Consultant or its Subconsultants upon request at no cost to GCCOG or SCAG.
- b. GCCOG shall maintain all source documents, books and records connected with this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other

authorized government agency. Copies shall be made and furnished by GCCOG.

- c. At any time during the term of this Agreement, GCCOG, SCAG, or the Department may perform a financial audit of any and all phases of this Agreement. At GCCOG, SCAG, and/or the Department's request, Consultant or its Subconsultants shall provide, at their respective own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. Consultant agrees that GCCOG, SCAG or the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of Consultant Contract. Consultant agrees to provide any relevant information requested.
- e. Consultant agrees to permit GCCOG, SCAG or the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes or program guidelines that are relevant to Consultant's performance of this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Consultant or Subconsultants until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, GCCOG and Consultant agree to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by GCCOG in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. GCCOG is responsible for assuring that the Single Auditor has reviewed the requirements of this Agreement. Copies of said audits shall be submitted to SCAG.
- h. Consultant, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate incurred costs of the applicable Project Number(s) by line item and produce narrative reports which clearly identify reimbursable costs and other.
- i. Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

16. State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State funds have been paid or will be paid, by or on behalf of GCCOG, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature, an officer or employee of the Legislature, or any employee of a Member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment, or modification of any State contract, grant, loan,

or cooperative agreement.

- b. Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and that all such Subconsultants shall certify and disclose accordingly.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. If any federal funds are provided under this Agreement or if state funding sources otherwise require, Consultant agrees that submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.
- d. Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

17. Certifications and Assurances

The provisions of this Section shall only apply if federal funds are to be provided under this Agreement or if state funding sources require such assurances to be given.

- a. Consultant shall adhere to the following requirements. Such requirements shall apply to Consultant and any of its Subconsultants to the same extent as GCCOG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in SCAG’s Comprehensive Budget. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) Nondiscrimination on the Basis of Disability
 - (7) Certification and Assurances required by the U.S. Office of Management and Budget
 - (8) State of California Form CCC 04/2017, incorporated by reference and made a part of Consultant Contract by this reference as if attached hereto.
- c. Consultant shall require its Subconsultant(s) to comply with these Certifications and agrees to furnish documentation at no cost to GCCOG and/or SCAG to support this requirement that all of

its agreements with Subconsultant(s) contain provisions requiring adherence to this Section in its entirety.

- d. Clean Air; Clean Water Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to: (1) the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and (2) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Consultant agrees to report each violation of either of the foregoing to SCAG and understands and agrees that the SCAG will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

18. Cost Principles

- a. Consultant agrees to comply with the following if Federal funds are to be provided under this Agreement, or if expressly required by the State funding source:
 - (1) “Cost Principles for State, Local, and Indian Tribal Governments,” and successors thereto, shall be used to determine the allowability of individual project cost items, and
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either GCCOG, The State of California, Department of Housing and Community Development or other State or authorities to be unallowable are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due GCCOG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, GCCOG is authorized to withhold future payments due Consultant.
- c. Consultant agrees to furnish documentation to GCCOG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

19. Stop Work

- a. GCCOG may, at any time, by written Stop Work Order to Consultant, require Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Consultant, and for any further period to which GCCOG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to Consultant, or within any extension of that period by GCCOG, GCCOG shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, GCCOG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and Consultant Contract shall be modified, in writing, accordingly.

20. Flow-Down Provisions

Any subcontract, of any tier entered into by Consultant as a result of this Agreement shall be written, executed subsequent to Consultant executing this Agreement with GCCOG within a reasonable time, and shall contain the following provisions of this Agreement:

Section 7 (Written and Electronic Version of Work Products and Related Work Materials);
Section 8 (Ownership, Confidentiality, Use of Work Products and Inventions);
Section 9 (Termination);
Section 10 (Compliance with Laws, Rules, and Regulations);
Section 11 (Independent Contractor);
Section 12 (Disputes);
Section 13 (Indemnity);
Section 14 (Non-Discrimination/Equal Employment Opportunity);
Section 15 (Records Retention and Audits);
Section 16 (State Lobbying Activities Certification);
Section 17 (Certifications and Assurances);
Section 18 (Cost Principles)

Upon GCCOG's request, Consultant shall provide GCCOG a copy of any subconsultant agreement.

21. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

22. Survival

The following sections survive expiration or termination of this Agreement:

Section 7 (Written and Electronic Versions of Work Products, Related Work Materials and Inventions)
Section 8 (Ownership, Confidentiality, and Use of Work Products)
Section 12 (Disputes)
Section 13 (Indemnity)
Section 15 (Records Retention and Audits)
Section 24 (Jurisdiction and Venue)
Section 35 (Third Party Beneficiaries)

23. Order of Precedence

In the event of any conflict between the terms of this Agreement or any other Exhibit, the terms of this Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- State of Californian's General Terms and Conditions and REAP General Terms and Conditions
- Order of Precedence as outlined in this Agreement

24. Jurisdiction and Venue

This Agreement shall be deemed an agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws subject to the arbitration requirements in Section 12 (Disputes) requiring that all disputes arising under this Agreement be addressed in arbitration, both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

25. Insurance

Consultant shall procure and maintain throughout the term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subconsultants, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
- (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.

c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) GCCOG, its subsidiaries, officials and employees are to be covered as additional insureds as

respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to GCCOG, its members, subsidiaries, officials and employees.

- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects GCCOG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by GCCOG shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to GCCOG, its members, subsidiaries, officials and employees.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to GCCOG along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of GCCOG, its officers, agents, employees and volunteers.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by GCCOG.
 - e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by GCCOG.
 - f. Verification of Coverage – Consultant shall furnish GCCOG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by GCCOG before work commences. Upon request of GCCOG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

26. Force Majeure

Neither GCCOG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control or cause of GCCOG or Consultant; provided, however, that the party seeking to avail itself of the provisions of this Section shall notify the other party in writing not later than ten (10) days from the first instance of the event that the party claims excuses or delays its performance and, if timely notice is not provided, then such party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

27. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the

Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written Amendment thereto.

28. Effective Date

The Effective Date of this Agreement shall mean the last date of execution by the Parties.

29. Use of Name

Neither party shall use the name, trade name, or trademark or other designation of SCAG or the other party or its affiliates in connection with any products, promotions, or advertising without the prior written permission of the other party.

30. Recycling Certification

By executing this Agreement, Consultant certifies, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

31. Antitrust Claims:

Consultant by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Consultant shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that

were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

32. Child Support Compliance Act

For any Agreement in excess of \$100,000, Consultant acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, Consultant shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

34. Loss Leader.

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (Pub. Cont. Code Section 10344(e).)

35. Third Party Beneficiaries

Other than with respect to SCAG as provided in this Section, there are no third-party beneficiaries to this Agreement. GCCOG and Consultant agree that SCAG is an intended third-party beneficiary of this Agreement but has no obligations whatsoever hereunder. As a third party beneficiary, SCAG shall have the right, but not the duty or obligation, to enforce the provisions of this Agreement with respect to those rights pertaining to SCAG’s interests specified herein.

36. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may

later designate by notice:

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723
Attention: Nancy Pfeffer, Executive Director

To Consultant: IBI Group

37. Authority.

The persons executing this Agreement on behalf of the Parties warrants and represents that they have the authority to execute this Agreement on behalf of the Parties and has the authority to bind the Parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date of signature below.

CONSULTANT

By: _____
(Signature)

Date: _____

(Name)

(Title)

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Cinde MacGugan-Cassidy, President

Date: _____

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM:

Ivy M. Tsai, General Counsel

**VII. CONSENT CALENDAR
ITEM W**

**Consulting Agreement Between
Gateway Cities COG and CivicHome
for Gateway Cities Affordable
Housing Trust Fund Study**

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director

BY: Melani Smith, Director of Regional Development

SUBJECT: Consulting Agreement Between Gateway Cities COG and CivicHome for Gateway Cities Affordable Housing Trust Fund Study

Background

In February 2021 the COG Board approved the COG's Regional Early Action Planning (REAP) Agreement with SCAG. The final agreement was received from SCAG and executed in May of 2021. The REAP grant provides funding for planning activities to accommodate the development of housing and infrastructure in order to accelerate housing production in a way that aligns with state planning priorities, housing, transportation, equity, climate goals and regional priorities. The total grant to the COG is \$1.316 million, to be encumbered by April of 2022, and expended by June 2023. COG staff is now in the process of initiating work on the five elements of the work program that were included in the COG Board approved scope of work identified for this grant. Formation of a Gateway Affordable Housing Trust Fund is one element in our work program.

Issue

On October 7, 2021 the COG published a Request for Proposals for a Housing Needs Assessment, Strategic Plan and Funding Strategy for a Gateway Cities Affordable Housing Trust Fund. Utilizing the PlanetBids system, 201 vendors were notified about the RFP, 9 prospective bidders downloaded the documents, and one proposal for the work was received.

A panel of reviewers comprised of COG and other Gateway Cities staff reviewed and scored the proposal, and found the proposer, CivicHome, well qualified and experienced in the formation and management of Affordable Housing Trust Funds, and the proposal responsive to the required scope of work, schedule and budget. The consultant's focused team of three key individuals, lead Adam Eliason, with the support of Grant Henninger, and strategic planning and funding/financing expert John Trauth - have a long track record of working together on many assignments, including developing and managing the Orange County Housing Finance Trust. The OCHFT has to date gathered \$20 million, and funded 13 projects, which will result in the construction of 900 units of affordable

housing in the County. Twenty-three of the cities in the OCCOG's jurisdiction have become members of the Trust, and more are currently interested in joining.

This project for the Gateway Cities COG will result in stakeholder interviews and compilations of best practices, to facilitate Trust structure and organizational options discussion, development of a subregional housing needs assessment, identification of proposed affordable housing developments in the subregion, formation of a Trust Steering Committee, and a Trust Strategic Plan, Operating Structure, and Funding Strategy. Should Trust formation proceed, the team will also undertake optional tasks, including preparing a legislative action authorizing creation of a Trust, funding guidelines and underwriting criteria, funding applications, develop the initial Notice of Funding Availability for a Trust loan or grant program, a Trust website, and ongoing City Informational Meetings and Presentations.

COG staff proposes to enter into an agreement with CivicHome, for a total of \$283,550.00, over a period of 18 months from the initiation of the work. This is the total amount identified for consultant services in the "Formation of a Gateway Housing Trust Fund" work program element in the COG's approved REAP grant Scope of Work. This agreement would be for completion of the identified base scope of work in CivicHome's proposal, at \$150,000.00, as well as for six optional tasks that may be completed, totaling up to \$133,550. SCAG recently informed COG staff that REAP consultant agreements would be required to contain certain provisions. The COG's General Counsel has prepared the attached draft REAP consultant agreement template using the provisions SCAG provided, but it is subject to review and approval by SCAG.

Recommended Action

Approve contract with CivicHome, not to exceed \$283,550.00, to be funded with REAP grant funds, for the base scope and optional tasks required to develop a Housing Needs Assessment, Strategic Plan and Funding Strategy for a Gateway Cities Affordable Housing Trust Fund, in a final form to be approved by the COG's General Counsel.

Attachments

- CivicHome Proposal
- Draft REAP Consultant Agreement

Proposal for
Gateway Cities Affordable Housing Trust Fund
Housing Needs Assessment, Strategic Plan,
and Funding Strategy

by



Adam Eliason
(909) 706-7193
aeliason@CivicHome.net

November 4, 2021

Joel Arevalos
Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA

Re: Request for Proposal for Gateway Cities Affordable Housing Trust Fund

Dear Mr. Arevalos:

On behalf of CivicHome, I am pleased to present this proposal in response to the Gateway Cities Council of Government's (GCCOG) Request for Proposal for services related to the creation of the Gateway Cities Affordable Housing Trust Fund.

CivicHome would welcome the opportunity to assist the GCCOG in developing a Housing Needs Assessment, Strategic Plan, and Funding Strategy and other tasks to create a new regional affordable housing trust fund.

CivicHome's proposed team has the experience and a proven track record including the formation and management of the Orange County Housing Finance Trust, as well as the creation and operations of the Irvine Community Land Trust and other strategic planning for various affordable housing non-profits.

CivicHome's previous experience doing something so similar to the GCCOG proposal ensures we bring the numerous lessons learned, best practices and implementation efficiency to our proposal.

If you have any questions about this proposal, please don't hesitate to contact me at or (909) 706-7193.

Sincerely,

Adam B. Eliason

Adam B. Eliason (Nov 2, 2021 17:30 MDT)

Adam Eliason
President



Qualifications

Adam Eliason

Adam Eliason has been involved in the field of affordable housing with 18 cities, the County of Orange and 7 non-profits over the past 27 years. His background and education include both the private and public sector in the fields of architecture, real estate finance/development, affordable housing, and public administration.

His work with the City of Irvine included the preparation of an award-winning affordable housing strategy which led to the formation and ongoing project management of the Irvine Community Land Trust. The Trust has created nearly 500 affordable and permanent supportive housing units including special needs housing.

Another relevant client was Jamboree Housing and the preparation of their 5-year strategic plan.

Mr. Eliason's work with the City of Costa Mesa included the warehouse acquisition and design management of their Homeless Shelter and obtaining a significant grant from IKEA to provide the finishes, fixtures, and equipment.

He served as Planning Commissioner for the City of Chino Hills for 17 years.

Mr. Eliason was hired in 2019 as the Manager of the Orange County Housing Finance Trust. The Trust is a regional finance collaborative of 23 cities and the County of Orange. He has helped the Trust through the formation process and securing and funding approximately \$20 million to help build nearly 900 affordable and permanent supportive housing in Orange County.

Grant Henninger

Grant Henninger is the Founding Principal of Mobius Planning. Grant has spent the majority of his career in the affordable housing industry. He started his career working for Jamboree Housing Corporation, a non-profit affordable housing developer, as a project manager. While there, he oversaw the financing and construction of one of the first projects in California to provide permanent housing and services for individuals and families experiencing homelessness or at risk of homelessness using Governor's Homeless Initiative funds.

Since that time, Grant has gone on to found Mobius Planning, an affordable housing and entitlement consulting firm. Grant has worked with numerous clients on affordable housing issues, with a specialization in working with affordable housing trusts, including the Orange County Housing Finance Trust, the Irvine Community Land Trust, and the City of South Pasadena. With these clients, Grant has:

- Prepared annual Notices of Funding Availability for a permanent supportive and affordable housing loan program;

- Review and approve initial tenant applications for new affordable apartment community;
- Prepare staff reports for Trust board meetings; and,
- Present to Trust member cities, providing updates on recent Trust activities.

John Trauth

John Trauth has worked with numerous cities, financial institutions, and non-profits over his 40+ year career in affordable housing. His specialty includes the creation of housing strategies, leveraging public funds with private capital, organizing equity financing, and mortgage financing for projects. He has a particular expertise in organizational development and strategic planning. He has created 29 new nonprofits, most of which have a focus on affordable housing. He helped create the five-year strategic plan for the Orange County Housing Finance Trust and helped develop the City of Irvine's Housing Strategy that included the formation of the Irvine Community Land Trust.

References

Sean Joyce

Retired City Manager

City of Irvine

Sean4695@icloud.com

(949) 910-9139

Mark Asturias

Executive Director

Irvine Community Land Trust

mark@irvineclt.org

(949) 743-0441

Dylan Wright

Director OC Community Resources

County of Orange

Dylan.Wright@occr.ocgov.com

(714) 480-2788

Scope of Work

CivicHome has prepared the following scope of work for this proposal that follows the Scope of Work found in the Request for Proposal. The scope of work in the Request for Proposal all the critical tasks necessary to accomplish the goal of setting up a new Local Housing Trust Fund, however, this Scope of Work includes some optional tasks that would aid in the creation of a new Local Housing Trust Fund.

Phase 1 Project Management

Task 1.1 Kick-Off and Bi-Weekly Project Meetings

CivicHome will coordinate a kick-off meeting and hold bi-weekly check-in meetings with GCCOG staff to ensure timely and relevant progress details of the project are communicated to key staff and decisionmakers. It is anticipated that the kick-off meeting will be held in person, and that the bi-weekly check-in meetings will be held virtually through Zoom, Google Meeting, Microsoft Teams, or another similar conferencing service.

As part of this task, CivicHome will prepare meeting agendas and notes for the kick-off meeting and all bi-weekly check-in meetings. Additionally, CivicHome will provide all necessary document drafts and final products as part of the meeting agenda packets to ensure productive meetings.

It is anticipated that a total of 25 meetings will be needed over a one-year period to complete this task.

Deliverables

- Outline of Housing Needs Assessment Methodology
- Meeting agenda and notes for kick-off meeting.
- Meeting agenda and notes for bi-weekly check-in meetings.

Phase 2 Stakeholder Interviews

Task 2.1 Stakeholder Interviews

CivicHome shall conduct up to 15 interviews with key stakeholders to help determine the region's needs, desires, and opportunities for the formation of a housing trust. These interviews will be with GCCOG Board Members, GCCOG Homeless TAC members, GCCOG staff, affordable housing developers, and potential funders. It is anticipated that most interviews will be conducted either as small focus groups or conducted individually. Stakeholder interviews will cover such topics as the role and needs of a housing trust in the Gateway Cities region, identification of goals and vision for a housing trust, and metrics for success for a new housing trust.

As part of this task, CivicHome will prepare interview questions prior to each interview, as well as notes of the discussion that occurs during each interview. Once all interviews have concluded, CivicHome will provide a report summarizing the interviews. This report will serve as

a guide for all other documents created as part of this proposal, and will be incorporated into Task 7.1, *Strategic Plan*.

Deliverables

- Interview questionnaire.
- Stakeholder meeting notes.
- Report summarizing interviews.

Phase 3 Best Practices Summary

Task 3.1 Overview and Recommendations

CivicHome will use its considerable expertise in creating and running a regional housing trust to prepare a report summarizing the range of organizational structures and best practices for a new housing trust in the Gateway Cities region. As part of this task, CivicHome will meet with staff and directors at various housing trusts throughout California and will prepare and provide notes on those meetings.

In addition, as part of this task, CivicHome will review the charter of each charter city that is a member of GCCOG to determine any restrictions to the activities of an Affordable Housing Trust Fund if the Trust is formed as a Joint Powers Authority and those cities join the Trust as members.

Deliverables

- Interview questionnaire.
- Notes from discussions with each regional housing trust interviewed.
- Report detailing best practices and a range of governance structures for a regional housing trust.

Phase 4 Housing Needs Assessment

Task 4.1 Housing Needs Assessment

CivicHome shall use existing data sources to prepare a memo summarizing the housing needs of the Gateway Cities region. The memo will include both a region-wide analysis, as well as locality-specific analysis. A detailed review of the number of affordable housing and permanent supportive housing needs within the Gateway Cities region will be provided, including the needs by population, household size, household income, and supportive service needs. Data sources will be limited to those that are presently available, including the General Plan Housing Elements of GCCOG member cities, Regional Housing Needs Assessment data, and Los Angeles Homeless Services Authority Homeless Count data.

Deliverables

- Memo that identifies the housing needs in the Gateway Cities region, including identification of the number of affordable and permanent supportive housing units needed, as well as a breakdown of units by population, household size, household income, and supportive service needs.

Task 4.2 Identify and Compare Proposed Developments

CivicHome shall identify each proposed housing development that will include affordable or supportive services units within the Gateway Cities region. CivicHome will work with planning staff in each city within the region to generate a spreadsheet and map of proposed housing developments, which shall include the location of the development, the number of proposed units, the intended populations served, and the status of the project's entitlements. In addition, CivicHome will research which affordable housing developers are active in the region based on past applications to the California Tax Credit Allocation Committee, in order to reach out to those developers to identify additional potential projects that have not yet filed for their entitlements.

As part of this task, CivicHome will prepare a memo comparing the number of proposed affordable and permanent supportive units with the number of units determined are needed during the preparation of the Housing Needs Assessment in Task 4.1.

Additionally, CivicHome will discuss with affordable housing developers that are active in the region their barriers to housing development and how the Trust may best assist them in the development of additional affordable housing.

Deliverables

- Spreadsheet and map identifying proposed housing developments, including the number of units, unit mix, income targeting, and populations served.
- Memo comparing the currently proposed housing developments with the needs identified in Task 4.1, *Housing Needs Assessment*.

Phase 5 Formation of Trust Steering Committee & Strategic Plan

Task 5.1 Meetings

CivicHome shall organize a Trust Steering Committee made up of initial interest GCCOG member jurisdictions. The purpose of the Steering Committee is to review all the information compiled in Phases 2 through 4 of this Scope of Work and determine a course of action desired by the GCCOG members interested in participating in a regional housing trust.

As part of this task, CivicHome shall prepare meeting agendas and a presentation that summarizes the information gathered in Phases 2 through 4 of this Scope of Work. This task includes up to four meetings with the Steering Committee prior to the completing Phases 6 through 9 of this Scope of Work. The first meeting is anticipated to be a workshop-type meeting where CivicHome will present the information identified in Phases 2 through 4, and subsequent meetings will be for discussion and direction by the Steering Committee on implementation details regarding Phases 6 through 9.

Deliverables

- Presentation summarizing finding from Phases 2 through 4 of this Scope of Work.

- Meeting agendas and notes from Steering Committee meetings.

Task 5.2 Organizational Framework

Pursuant to the direction of the Steering Committee, CivicHome will work with Gateway Cities COG legal counsel to draft formation documents including a Joint Powers Agreement (JPA) and Bylaws, or other formation documents as necessary. Together, these documents will include a governance structure and administrative plan for running the Trust.

CivicHome and Gateway Cities COG legal counsel will present the formation documents to Steering Committee for review, comment, and final approval.

CivicHome will prepare a template City Council agenda packet including final form of the formation documents, draft staff report, resolution, and PowerPoint presentation. CivicHome will prepare a GCCOG housing staff person contact list for each member city and prepare a draft email for GCCOG to invite cities to join the Trust.

Deliverables

- Draft and Final Joint Powers Agreement or other formation documents.
- Draft Bylaws.
- Presentation before the Steering Committee for final approval.
- Agenda packet and draft email

Phase 6 Funding Strategy

Task 6.1 Identify Opportunities

CivicHome shall research and prepare a memo identifying potential funding sources for both the administrative and capital costs of the proposed Trust. As part of this effort, CivicHome will look at local, regional, state, and federal government sources of financing, as well as possible private sources.

The memo will include an analysis of each funding source, including the likelihood of securing the source for the Trust and the potential amount of funds from each source. In addition, CivicHome will identify key actions the Trust can take to improve the chances of securing each source of financing or making additional sources of financing available to the Trust.

Deliverables

- Memo identifying funding opportunities.

Phase 7 Trust Strategic Plan

Task 7.1 Strategic Plan

CivicHome shall prepare a Strategic Plan for the Trust that specifies goal, objectives, strategies, timelines, and required resources for Trust formation and implementation. The Strategic Plan will build upon information gathered and decisions made throughout Phases 1 through 6 of this Scope of Work.

As part of this task, CivicHome will present the draft Strategic Plan to the Trust Steering Committee or Board of Directors (if formed at the time the draft Strategic Plan is complete). Based upon feedback from the Steering Committee or Board of Directors, CivicHome will revise the draft Strategic Plan into a final document for adoption by the Trust.

Deliverables

- Draft Strategic Plan.
- Presentation of Draft Strategic Plan to the Steering Committee or Trust Board of Directors.
- Final Strategic Plan.

Phase 8 Fundraising Strategy

Task 8.1 Fundraising Strategy Development

CivicHome shall prepare a fundraising strategy to support efforts to raise private funds. The fundraising strategy will build upon information gathered as part of Task 3.1, *Overview and Recommendations*, during discussions with other regional housing trusts. The fundraising strategy will include examples of key outcomes from private investment into affordable housing in other regions of the state. The fundraising strategy will include short-, medium-, and long-term actions for the Trust to undertake to enable and encourage private investment into affordable housing.

Deliverables

- Memo detailing fundraising strategy.

Task 8.2 Develop Fundraising Implementation Plan

Building upon Task 8.1, *Fundraising Strategy Development*, CivicHome shall develop a fundraising implementation plan to increase private fundraising. This implementation plan will include strategies for identifying and building relationships with potential donors, as well as a list of potential donor recognitions.

In addition, as part of this task, CivicHome shall prepare basic marketing collateral aimed at identifying the needs of affordable housing in the region and the important role private investment in affordable housing plays in meeting those needs.

Deliverables

- Fundraising Implementation Plan.
- Private fundraising marketing material.

Phase 9 GCCOG Program Recommendations

Task 9.1 Program Recommendations

CivicHome shall use information gathered previously to identify a selection of programs for the Trust to undertake to support the development of affordable and permanent supportive

housing in the region. These programs may include pre-development, construction, or permanent loans or grants, or other methods of support identified by developers active in the region or used by other housing trusts in California.

Deliverables

- Memo outlining possible trust programs, with recommendations on which programs to pursue.

Phase 10 Optional Tasks

Task 10.1 Legislative Authorization

CivicHome shall work with local legislators to prepare a bill authorizing the creation of a Joint Powers Authority for the purposes of an affordable housing trust for the Gateway Cities subregion. While cities have the statutory authority to create and join JPAs, some cities within the region may find it preferable to limit the activities of the Trust through statute, so its role cannot be expanded in the future. As CivicHome discusses the possibility of forming a Trust with stakeholders as part of Task 2.1, *Stakeholder Interviews*, we will take note of any objections and resistance to the creation of the Trust and see if limiting the scope of the Trust would encourage more cities in the subregion to join as members.

If this option is approved, CivicHome will add to the team an experienced legislative consultant that has successfully passed legislation to form a regional housing trust fund.

Deliverables

- Introduction of bill authorizing the creation of the Trust.

Task 10.2 Funding Guidelines and Underwriting Criteria

CivicHome shall prepare funding guidelines and underwriting criteria for any Trust programs implemented by the Trust Board of Directors. It is anticipated that the Trust will begin with a single loan program for which funding guidelines and underwriting criteria will be necessary. Funding guidelines and underwriting criteria can be used to prepare a Notice of Funding Availability (Task 10.5) and includes such items as debt coverage ratio, reserve requirements, insurance requirements, general loan terms including residual receipt loan repayment structure.

Deliverables

- Funding guidelines and underwriting criteria for Trust loan program.

Task 10.3 Funding Application

This task shall include the application to various funding sources. New funding sources are being identified from federal and state sources. CivicHome has experience structuring and applying for Regional Early Action Planning (REAP) Grant Program, Local Housing Trust Fund Program, Mental Health Service Act (MHSA), and the SB2 Planning Grant Program.

Deliverables

- Applications to funding programs.

Task 10.4 City Informational Meetings and Presentations

CivicHome will meet with city staff interested in finding out more about the Trust. These meetings are intended to lead cities to use the agenda packet provided in Task 5.2 and have an agenda item for consideration to join the Trust. It is anticipated that each city will require two meetings with staff, and a CivicHome will do a presentation before city council and answer questions.

Deliverables

- Agenda and notes for meetings with city staff.
- Presentation at city council about the Trust and answering questions.

Task 10.5 Notice of Funding Availability

CivicHome shall prepare the initial Notice of Funding Availability (NOFA) for a loan or grant program identified as part of Task 9.1, *Program Recommendations*, for the award of funds secured through Task 10.2, *Funding Guidelines and Underwriting Criteria*. In addition, CivicHome shall oversee the NOFA process, including the development of an online application portal, Q&A meeting with developers, review and evaluation of proposals, and recommendation to the Trust Board of Directors.

Deliverables

- Notice of Funding Availability.
- Online application portal.
- Review and recommendation of proposals.

Task 10.6 Trust Website

CivicHome shall create a website for the Trust using an online website hosting platform such as Squarespace. The website will include information about the Trust, the Steering Committee and Board of Directors, Trust documents prepared as part of this Scope of Work, public meeting agendas and minutes, and other information as necessary to keep the public and stakeholders informed about Trust activities. This task includes training for GCCOG staff in updating the website.

Deliverables

- Trust website.
- Website training.

Project Schedule

Task	Description	Anticipated Start Date	Anticipated End Date
	Contract awarded and signed	Nov. 2021	Dec. 2021
Phase 1	Project Management		
Task 1.1	Kick-Off and Bi-Weekly Project Meetings	Jan. 2022	Dec. 2022
Phase 2	Stakeholder Interviews		
Task 2.1	Stakeholder Interviews	Jan. 2022	Mar. 2022
Phase 3	Best Practices Summary		
Task 3.1	Overview and Recommendations	Jan. 2022	Apr. 2022
Phase 4	Housing Needs Assessment		
Task 4.1	Housing Needs Assessment	Jan. 2022	Apr. 2022
Task 4.2	Identify and Compare Proposed Developments	Mar. 2022	Apr. 2022
Phase 5	Formation of Trust Steering Committee & Strategic Plan		
Task 5.1	Meetings	Mar. 2022	June 2022
Task 5.2	Organizational Framework	Mar. 2022	June 2022
Phase 6	Funding Strategy		
Task 6.1	Identify Opportunities	May 2022	June 2022
Phase 7	Trust Strategic Plan		
Task 7.1	Strategic Plan	May. 2022	July 2022
Phase 8	Fundraising Strategy		
Task 8.1	Fundraising Strategy Development	July 2022	Sept. 2022
Task 8.2	Develop Fundraising Implementation Plan	Sept. 2022	Nov. 2022
Phase 9	GCCOG Program Recommendations		
Task 9.1	Program Recommendations	June 2022	Dec. 2022
Phase 10	Optional Tasks		
Task 10.1	Legislative Authorization	Mar. 2022	Sept. 2022
Task 10.2	Funding Guidelines and Underwriting Criteria	Flexible	Flexible
Task 10.3	Funding Application	As Needed	As Needed
Task 10.4	City Informational Meetings and Presentations	May 2022	Dec. 2022
Task 10.5	Notice of Funding Availability	As Needed	As Needed
Task 10.6	Trust Website	May 2022	July 2022

Cost Proposal

CivicHome will bill each task on a fixed-fee, deliverable basis. Except for Task 1.1, *Kick-Off and Bi-Weekly Project Meetings*, each task will be billed once all deliverables identified in the Scope of Work have been provided. For Task 1.1, *Kick-Off and Bi-Weekly Project Meetings*, this task will be billed at \$500 per meeting throughout the course of the project and at the specified number of meetings.

Phase 1 Project Management		
Task 1.1	Kick-Off and Bi-Weekly Project Meetings	\$12,500.00
Phase 1 Subtotal		\$12,500.00
Phase 2 Stakeholder Interviews		
Task 2.1	Stakeholder Interviews	\$10,000.00
Phase 2 Subtotal		\$10,000.00
Phase 3 Best Practices Summary		
Task 3.1	Overview and Recommendations	\$14,500.00
Phase 3 Subtotal		\$14,500.00
Phase 4 Housing Needs Assessment		
Task 4.1	Housing Needs Assessment	\$15,000.00
Task 4.2	Identify and Compare Proposed Developments	\$12,500.00
Phase 4 Subtotal		\$27,500.00
Phase 5 Formation of Trust Steering Committee & Strategic Plan		
Task 5.1	Meetings	\$6,500.00
Task 5.2	Organizational Framework	\$10,000.00
Phase 5 Subtotal		\$16,500.00
Phase 6 Funding Strategy		
Task 6.1	Identify Opportunities	\$12,500.00
Phase 6 Subtotal		\$12,500.00
Phase 7 Trust Strategic Plan		
Task 7.1	Strategic Plan	\$25,000.00
Phase 7 Subtotal		\$25,000.00
Phase 8 Fundraising Strategy		
Task 8.1	Fundraising Strategy Development	\$10,500.00
Task 8.2	Develop Fundraising Implementation Plan	\$7,500.00
Phase 8 Subtotal		\$18,000.00
Phase 9 GCCOG Program Recommendations		
Task 9.1	Program Recommendations	\$13,500.00
Phase 9 Subtotal		\$13,500.00
Total (without optional tasks)		\$150,000.00
Phase 10 Optional Tasks		
Task 10.1	Legislative Authorization (travel expenses on reimbursement basis)	Billed Hourly
Task 10.2	Funding Guidelines and Underwriting Criteria	\$5,000.00
Task 10.3	Funding Application	Billed Hourly
Task 10.4	City Informational Meetings and Presentations	\$1,500/per city
Task 10.5	Notice of Funding Availability	\$30,000.00
Task 10.6	Trust Website	\$20,000.00

All additional work requested and approved in writing or specified as hourly shall be billed at the fixed hourly rate specified below.

STAFF NAME TITLE	RATE PER HOUR
Adam Eliason Principal	\$195.00
John Trauth Sub Consultant	\$185.00
Grant Henninger Project Manager	\$149.00
Betty Medina Executive Assistant/Compliance Manager	\$85.00

Reimbursement expenses shall apply only to travel outside Gateway Cities region and will include airfare, ride sharing, car rental/gas, toll expenses, parking fees, conference/meeting fees, hotel, meals, mileage at IRS rate and shall be approved ahead of time by GCCOG. All reimbursement expenses shall be paid monthly with receipts attached.

Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

Adam Eliason

Irvine, CA

909.706.7193

adam@civicstone.com

<https://www.linkedin.com/in/adam-eliason/>

Professional Summary

Expertise in the acquisition, leasing, due diligence, financial analysis, and sale of real estate. Affordable Housing Consultant to government and non-profits in programs, grants, homeless shelter, multi-family rental and ownership projects. Real Estate Broker and Planning Commissioner. Director and Manager in both the private and public sector of housing.

Experience

Orange County Housing Finance Trust (2019-present)

Manager

- Joint Powers Authority comprising of 23 cities and the County of Orange
- Provide government financing for the development of affordable and permanent supportive housing.

CivicStone (1998-present)

CEO & Founder

- Client Totals: 18 cities and 7 non-profits with several lasting many years.
- Homeless Emergency Shelter: Managed the acquisition, due diligence, consultants, design, leasing of both a temporary and permanent emergency homeless shelter. Contributed to the operational and funding strategy.
- Deputy Director & Project Manager for Community Land Trust partnering with developers on several tax credit multi-family projects and ownership units. Created over 475 affordable units.
- Designed a national award-winning program that rehabilitated **1,200** foreclosed single-family homes **6** cities and **20** private development companies over two foreclosure cycles
- Created and administered owner-occupied rehabilitation program in two cities.
- Executive Director for a multi-governmental entity (JPA) managing a lease to own program that created ownership opportunities.
- Developed an award winning 5-year housing strategy for the City of Irvine along with creating a city sponsored community land trust non-profit corporation.
- Drafted three government grant applications that received **\$7.5M** from HUD
- Conceptualized, applied and managed a federally funded grant program of over **\$2.5M** for over **1,000** seniors over a 12 year period.

ANR Development Co. (www.anrsignature.com) (2012-2018)

Director of Real Estate Operations

- Managed the acquisition and sale of **71** single family homes below **\$1M** in value resulting in **\$28M** in resale value within 13 months

- Coordinated the acquisition and sale of **67** luxury single family homes representing **\$368M** in resale value
- Played a key role in the expansion into the luxury home market, including innovative MLS market-mapping research and data analysis
- Skilled in acquisitions, due diligence, and feasibility assessments
- Prepared Investment Memos to determine new financial feasibility and market analysis
- Coordinated development financing
- Spearheaded the risk assessment and legal issues for the company

City of San Bernardino Economic Development Agency (1993-1998)

Housing Manager

- Managed housing related programs including: Mortgage Assistance Program, Owner Occupied Rehab Program, and new Affordable Housing
- Initiated the award-winning program that rehabilitated hundreds of foreclosed single-family homes
- City Design Review Committee representative for the proposed development in the City

Griffith Homes Inc. (1988-1993)

Project Coordinator

- Managed the government entitlement process
- Spearheaded the risk assessment and management for the entire company
- Prepared project feasibility analysis

Education

- **Masters Public Administration:** California State University, San Bernardino
- **Bachelor Arts Degree in Business Administration;** Finance & Real Estate
California State Polytechnic University, Pomona
- **Associate Arts Degree;** Architecture: Saddleback Community College

Achievements

- Licensed Real Estate Broker/Property Manager
- City of Chino Hills Planning Commissioner since 2002
- UCI Extension – Light Construction & Development Management Program
- NeighborWorks America Trainer
- 1982-1983 Missionary for Church
- Boy Scouts of America – Asst Scoutmaster, Scout Committee Chairman
- Building Industry Association Government Affairs Committee
- General Plan Advisory Committee Member for City of Chino Hills
- 2010 Ironman – 4 Half Ironmans – 14 Marathons (2011 Boston Marathon)

Grant M. Henninger

1030 S. Country Glen Way
Anaheim, CA 92808

Phone: (714) 323-5731
E-mail: grant@mobius-planning.com

Work Experience

Founding Principal

Mobius Planning

January 2018 – Present

- Founded urban planning and entitlement consulting firm specializing in affordable housing.
- Prepare Notices of Funding Availability for a loan program for a regional housing trust.
- Draft and negotiate legislation for the implementation of local affordable housing programs.
- Prepare loan documents for affordable housing loan programs.
- Review and approve affordable tenant applications for new affordable communities.
- Solicit bids for services for insurance, lobbying, marketing, and other services on behalf of clients.
- Present to city councils and planning commissions to keep them informed about and advocate for clients' projects.

Project Manager

T&B Planning, Inc.

February 2013 – December 2017

- Coordinated teams of architects, engineers, and landscape architects to provide high quality land use designs that enhance community character and property value.
- Wrote entitlement documents, including Specific Plans, Master Plans, and Planned Unit Development documents to maximize project feasibility.
- Managed technical consultants and synthesize findings into California Environmental Quality Act compliant documents, including Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.
- Researched applicable General Plan policies and zoning codes for the entitlement of master planned communities.

Project Manager I

Jamboree Housing Corporation

March 2006 – December 2010

- Oversaw the acquisition, entitlement, financing, design, and construction of multi-family apartment buildings.
- Applied to local and state agencies for funding, including the California Tax Credit Allocation Committee, California Department of Housing and Community Development, County of Orange Community Services, and the Anaheim Housing Authority.
- Assembled the architectural and engineering teams required in order to design apartment buildings.
- Solicited bids and negotiated contracts for the construction of apartment buildings with general contractors.
- Prepared financial proformas for use internally and by lenders and investors.

Volunteer Experience

Planning Commissioner

City of Anaheim

May 2015 – May 2017

- Implement the City's General Plan and Zoning Code through the review and approval of discretionary applications for land development.
- Advise the City Council on amendments to the General Plan and Zoning Code.
- Determine adequacy of CEQA documents for development projects.

Chair, Community Services Board

City of Anaheim

July 2008 – June 2015

- Elected Board Chair for two years by the other Board members.
- Recommended Community Development Block Grant funding levels for Anaheim non-profits to the Anaheim City Council.
- Reviewed applications submitted by local not-for-profits to determine the effectiveness and value of the programs they provided to the City of Anaheim.
- Visited non-profit service centers to ensure they provided the services outlined in their applications.

Committee Member

Anaheim Housing Element Ad-Hoc Committee

February 2013 – February 2014

- Advised the Anaheim City Council on housing policy for the City of Anaheim.
- Attended community workshops to solicit input on housing policy from community members.
- Prepared specific policies and goals to address the housing needs of Anaheim residents.

Education

B.A. Political Science, California State University, Fullerton

JOHN R. TRAUTH
Organizational Development, Strategic Planning and Affordable Housing
Consultant

14 Toyon Court
Sausalito, CA. 94965

Phone: 415-516-2867

Present: Organizational Development, Strategic Planning, Affordable Housing:
Clients include cities, financial institutions and non-profits. Work includes development of housing strategies for cities, leveraging public funds with private capital, organizing equity financing (through private placements) and mortgage financing for projects. Assistance in design and implementation of resulting programs. Special emphasis in organizational development, strategic planning, negotiating partnerships with local governments, nonprofits and financial institutions, and working with nonprofit housing developers on specific projects. Created 29 new nonprofits, most of which focus on affordable housing. With Adam Eliason, developed the City of Irvine's Housing Strategy and created the Irvine Community Land Trust. Worked with Adam to develop the strategic plan for the Orange County Housing Finance Trust, intended to address the problem of homelessness in Orange County, and currently prepare annual updates to the plan.

1985 to 1995: The Development Fund: Executive Director of this nationally recognized nonprofit consulting firm that develops private sector financing programs for affordable housing and community economic development. Working in partnership with the Federal Reserve, developed eight large-scale lending consortia in six states with total commitments by 162 financial institutions of 650 million dollars for targeted community reinvestment activities. Created a 50-million-dollar community economic development lending initiative in California focusing on small business creation and retention. Raised 3 million dollars from local and national foundations for creation of these model programs, matched with 1.5 million dollars in corporate contributions. Developed initial business plans. Supervised a staff of 15 consultants.

1984: Sabbatical for world travel.

1980 to 1983: San Francisco Foundation: Staff director of the Foundation's Housing Task Force established to address the growing problem of the lack of affordable housing in the San Francisco Bay Area. Resulted in the creation of BRIDGE Housing, Inc., the first regional non-profit housing development corporation, now the 14th largest housing developer in the country. Subsequently created SoCal Housing Development Corporation and National Housing Development Corporation now called National CORE.

1976 to 1980: U. S. Department of Housing and Urban Development: San Francisco Regional Office. Director of Planning and Evaluation. Responsible for planning and evaluation of HUD's affordable housing programs in California, Arizona, Nevada, Hawaii and the Trust Territories of the Pacific Islands. Supervised a staff of 14 analysts.

Education: Dartmouth College: Hanover, New Hampshire.
Amos Tuck School of Business Administration: MBA.
Concentration: Finance and Marketing

Colgate University: Hamilton, New York
Degree of Bachelor of Arts
Concentration: Economics and Psychology

Early Years: Grew up on a farm in New York, outside New York City.
Attended college preparatory school at Friends Academy
Competitive Tennis

Affiliations: Citizens Housing Corporation, nonprofit housing developer (Vice Chair)¹
Lamba Alpha (Honorary Land Economics Society)
The Olympic Club Foundation (Past President, Emeritus Board member)
Fort Mason Foundation (Board Vice Chair)
Northern California Planned Giving Council
National Speakers Association
Inside Tennis contributing writer
Alliance Francaise of San Francisco (Past President and CEO)

Foreign Language: Fluent in French.

References: Available upon request.

¹ One of Citizen's Housing projects was Fulsome/Dore, one of the first successful supportive housing projects in San Francisco.






CivicHome - GCCOG Proposal for Housing Trust

Final Audit Report

2021-11-02

Created:	2021-11-02
By:	ADAM ELIASON (adam@civicstone.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmRsC810zexQMmtsTdO3nkdBjke2z13rc

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-  Document created by ADAM ELIASON (adam@civicstone.com)
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-  Document e-signed by Adam B. Eliason (aeliason@ochft.org)
Signature Date: 2021-11-02 - 11:30:59 PM GMT - Time Source: server- IP address: 74.81.247.168
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**GATEWAY CITIES COUNCIL OF GOVERNMENTS
REGIONAL EARLY ACTION PLANNING GRANT (REAP)
CONSULTANT AGREEMENT WITH CIVICHOME**

THIS REGIONAL EARLY ACTION PLANNING GRANT (REAP) CONSULTANT AGREEMENT, hereinafter referred to as “Agreement,” is made and entered into by and between the Gateway Cities Council of Governments (GCCOG) and CivicHome (Consultant). Collectively, GCCOG and Consultant are referred to herein as the “Parties.”

RECITALS

WHEREAS, GCCOG is a planning organization that is organized to work in collaboration with the Southern California Association of Governments, the region’s federally designated Metropolitan Planning Organization (“SCAG”). SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial, and GCCOG collaborates as one of the subregional planning organizations within the County of Los Angeles;

WHEREAS, the primary source of funding for this Agreement is allocated to SCAG pursuant to the State of California (the “State”), Department of Housing and Community Development (“Department”) under the Regional Early Action Planning (“REAP”) Grant Program, the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, SCAG and GCCOG have entered into that certain Memorandum of Understanding, effective as of May 14, 2021 (“MOU”), whereby SCAG has provided grant funding to GCCOG as a sub-recipient under the REAP program, with such funds being subject to and conditioned on the terms of the MOU;

WHEREAS, consistent with the State of California Contract Manual section 3.17, Subvention and Local Assistance Contract, part B, SCAG has determined the necessity and reasonableness of the cost in the Consultant’s cost in this Agreement and that this Agreement contains adequate cost controls;

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30;

WHEREAS, GCCOG seeks to retain the services of Consultant to provide services related to implementing planning projects to further the development of housing within the County of Los Angeles (“Project”) as set forth in this Agreement, which services are permitted to be procured pursuant to the MOU; and

WHEREAS, Consultant agrees to perform the services required by GCCOG on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Services”). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal

from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

2. Term

- a. The Term of this Agreement shall begin on the Effective Date and continue until the Services are completed, hereinafter referred to as the “Completion Date,” but in any event no later than _____, unless terminated earlier as provided herein.
- b. Time is of the essence in the performance of Services under this Agreement.

3. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed the amount set forth in Exhibit A and listed in a duly executed GCCOG Notice to Proceed (“NTP”) and/or Change Order.
- b. This is a Lump Sum Agreement with Milestone Payment. Consultant shall be paid based upon completed deliverables in accordance with a duly executed NTP and/or Change Order.

4. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of GCCOG in a form approved by GCCOG, which consent GCCOG may grant, condition or withhold in its sole and absolute discretion.
- b. In the event of any change in ownership or control of Consultant’s firm or any subconsultant’s firm, Consultant shall provide written notification to GCCOG and GCCOG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant within thirty (30) days from the date notification is received by GCCOG.

5. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing in the form of a Contract Amendment and fully executed by the Parties, which changes shall be approved in writing and in advance by SCAG. The Consultant Project Manager or the GCCOG Project Manager shall initiate a contract Amendment Request. A Request only initiates the contract amendment process. GCCOG must still approve the actual Contract Amendment (“Amendment”). Such Amendment shall not become effective without the full execution by the Parties. The Effective Date of such Amendment shall be set forth in the Amendment and shall be no earlier than the date that GCCOG received the Request. GCCOG shall disallow any and all costs incurred by the Consultant prior to the Effective Date of an Amendment resulting from a Request.
- b. GCCOG may request, at any time, Amendments to this Agreement and will notify Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify GCCOG of the impact of such changes on the Scope of Work, Schedule, and Budget. Upon agreement between the Parties as to the required changes, an Amendment shall be prepared regarding the same.

6. Invoicing for Payment

- a. Consultant agrees and acknowledges that that it will not engage in any Services for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner. Any request by Consultant for payment from GCCOG for these Services will be disallowed.
- b. Consultant shall obtain GCCOG's written authorization prior to purchasing any item exceeding \$2,500 for any articles, supplies, equipment, or Services. When purchasing these types of items, Consultant shall competitively procure items and maintain documentation to substantiate the competition. This includes all the particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted, or adequate justification provided for the absence of competition.
- c. GCCOG reserves prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. Consultant is required to acknowledge the support of GCCOG when publicizing the work under the contract in any media.

7. Written and Electronic Versions of Work Products, Related Work Materials, and Inventions

- a. For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced from Services under this Agreement including, but not limited to, all Work Products conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Services commissioned or performed under this Agreement. Work Product includes all deliverables, Inventions (as defined below), innovations, improvements, or other works of authorship Consultant and/or Subconsultant may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by, or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. For purposes of this Agreement, "Inventions," shall mean any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Consultant or Subconsultant during the term of this Agreement and in performance of any Services under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of any Task Order issued under this Agreement.
- d. During or upon completion of the Scope of Work, Consultant shall deliver to the GCCOG Project Manager, as requested, all Work Products and Related Work Materials. Such materials shall be provided in electronic PDF format as follows:

- (1) One electronic PDF copy in a medium pre-approved in writing by the GCCOG Project Manager;

- (2) One electronic copy of all software (including source code, User's Manual, and full documentation in printed and electronic form), databases, and web materials;
 - (3) One double-sided hard copy of all material prepared for and used in presentations, including overhead, Power Point and hard copy presentations;
 - (4) Copies of all photographs taken at meetings, conferences, or Project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or flash drive. Traditional photographic prints are also acceptable; and,
 - (5) Other Related Work Materials, as requested by the GCCOG Project Manager.
- e. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
 - f. Consultant shall apply reasonable quality assurance procedures in the development of software and shall test all software prior to delivery to GCCOG. Consultant shall provide to GCCOG documentation of quality assurance procedures applied, and a complete record of the software testing performed.
 - g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of GCCOG or SCAG. This report does not constitute a standard, specification or regulation."

8. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 7, Subsections (a), (b), and (c) (Written and Electronic Versions of Work Products, Related Work Materials, and Inventions), respectively, shall become the property of SCAG, and all publication rights are reserved and fully assigned hereby to SCAG. Consultant shall not copyright Work Products or Related Work Materials.

As between Consultant and GCCOG, all title is reserved to GCCOG for any tangible property purchased in connection with this Agreement and not fully consumed in the performance of this Agreement.

- If applicable, Consultant shall include a detailed inventory of any State-furnished property, and comply with the policies and procedures regarding State-owned property accounting for, usage, care, maintenance, protection, and return to GCCOG of the property as set forth in the State Administrative Manual § 8640, et seq.
 - If purchase of equipment is a reimbursable item, the equipment to be purchased shall be specified. If applicable, automotive equipment shall be purchased by the DGS/Procurement Division. GCCOG shall arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the consultant.
- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third-

party agreement and related to the Services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.

- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify GCCOG and SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title, and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Services, nor authorize others to do so, without prior written permission of GCCOG's and SCAG's respective legal counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by GCCOG or SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. GCCOG shall direct Consultant as to the disposition of all such property upon completion or termination of this Agreement.
- i. GCCOG and/or SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which GCCOG and/or SCAG deem(s) appropriate without additional compensation to Consultant.

9. Termination

- a. Termination Resulting from Lack of Approval in the Southern California Association of Governments' (SCAG's) Comprehensive Budget

In the event that the work provided for under this Agreement is not approved in the next SCAG Comprehensive Budget, the subsequent Comprehensive Budget, or Comprehensive Budget Amendments, this Agreement is deemed to be terminated effective June 30th of the applicable Fiscal Year.

- b. Termination for Convenience of GCCOG

GCCOG may terminate this Agreement at any time by giving notice to Consultant of such

termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of GCCOG, become GCCOG's and/or SCAG's property. If this Agreement is terminated by GCCOG as provided herein, GCCOG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, GCCOG shall thereupon have the right to terminate this Agreement by giving not less than ten (10) working days written notice to Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of GCCOG, become GCCOG's property.

10. Compliance with Laws, Rules, and Regulations

Consultant shall perform all Services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

11. Independent Contractor

Consultant agrees to provide the Services set forth in this Agreement in the capacity of an independent contractor and neither Consultant nor any of its employees or agents shall be considered to be an employee or agent of GCCOG.

12. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision; if this provision differs from the rules of the American Arbitration Association, then this provision shall control. Consultant shall continue with the responsibilities under this Agreement during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

13. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless GCCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional Services under this Agreement.
- c. For all other Services performed by Consultant pursuant to this Agreement, Consultant shall indemnify, protect, defend and hold harmless GCCOG, its members, officers, governing board members, employees and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant, its agents, employees or Subconsultants.
- d. Consultant shall defend, indemnify, and hold harmless GCCOG, its members, officers, governing board members, employees grantors and agents, and SCAG, its members, officers, governing board members, employees, grantors and agents, against any and all claims against GCCOG and/or SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to Consultant Contract or that GCCOG and/or SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

14. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.
- b. Consultant shall ensure and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act and the Age Discrimination Act of 1975 and all implementing regulations (Government Code Section 12900 *et seq.* and 42 USC 3601-20); and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are all incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- e. If federal funds are to be provided under this Agreement, or if expressly required by the State funding source, Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R. Part 21 and 23 C.F.R. Part 200; hereinafter referred to as “DOT regulations,”) and 49 C.F.R. Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term “Contractor” appears therein, it shall mean Consultant.
- f. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- g. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the DOT regulations relative to nondiscrimination.
- h. Sanctions for Noncompliance: Failure by Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as GCCOG may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination or suspension of this Agreement, in whole or in part.
- i. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of “a” through “e” of this section. Consultant shall take such action with respect to any subcontract or procurement as GCCOG may direct as a means of enforcing such provisions including sanctions for noncompliance.

15. Records Retention and Audits

- a. Consultant and its Subconsultants shall maintain all source documents, books and records connected and all work performed under this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (“OWP”), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of GCCOG, SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by Consultant or its Subconsultants upon request at no cost to GCCOG or SCAG.
- b. GCCOG shall maintain all source documents, books and records connected with this Agreement for a minimum of three (3) years after the end of term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other

authorized government agency. Copies shall be made and furnished by GCCOG.

- c. At any time during the term of this Agreement, GCCOG, SCAG, or the Department may perform a financial audit of any and all phases of this Agreement. At GCCOG, SCAG, and/or the Department's request, Consultant or its Subconsultants shall provide, at their respective own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. Consultant agrees that GCCOG, SCAG or the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of Consultant Contract. Consultant agrees to provide any relevant information requested.
- e. Consultant agrees to permit GCCOG, SCAG or the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes or program guidelines that are relevant to Consultant's performance of this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Consultant or Subconsultants until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.
- g. If applicable, GCCOG and Consultant agree to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by GCCOG in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. GCCOG is responsible for assuring that the Single Auditor has reviewed the requirements of this Agreement. Copies of said audits shall be submitted to SCAG.
- h. Consultant, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate incurred costs of the applicable Project Number(s) by line item and produce narrative reports which clearly identify reimbursable costs and other.
- i. Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

16. State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State funds have been paid or will be paid, by or on behalf of GCCOG, to any person for influencing or attempting to influence an officer or employee of any State agency, a Member of the State Legislature, an officer or employee of the Legislature, or any employee of a Member of the Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, Amendment, or modification of any State contract, grant, loan,

or cooperative agreement.

- b. Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and that all such Subconsultants shall certify and disclose accordingly.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. If any federal funds are provided under this Agreement or if state funding sources otherwise require, Consultant agrees that submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.
- d. Consultant also agrees by signing this Agreement that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subconsultants shall certify and disclose accordingly.

17. Certifications and Assurances

The provisions of this Section shall only apply if federal funds are to be provided under this Agreement or if state funding sources require such assurances to be given.

- a. Consultant shall adhere to the following requirements. Such requirements shall apply to Consultant and any of its Subconsultants to the same extent as GCCOG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - (3) The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq., Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in SCAG’s Comprehensive Budget. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
 - (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) Nondiscrimination on the Basis of Disability
 - (7) Certification and Assurances required by the U.S. Office of Management and Budget
 - (8) State of California Form CCC 04/2017, incorporated by reference and made a part of Consultant Contract by this reference as if attached hereto.
- c. Consultant shall require its Subconsultant(s) to comply with these Certifications and agrees to furnish documentation at no cost to GCCOG and/or SCAG to support this requirement that all of

its agreements with Subconsultant(s) contain provisions requiring adherence to this Section in its entirety.

- d. Clean Air; Clean Water Act. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to: (1) the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and (2) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Consultant agrees to report each violation of either of the foregoing to SCAG and understands and agrees that the SCAG will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

18. Cost Principles

- a. Consultant agrees to comply with the following if Federal funds are to be provided under this Agreement, or if expressly required by the State funding source:
 - (1) “Cost Principles for State, Local, and Indian Tribal Governments,” and successors thereto, shall be used to determine the allowability of individual project cost items, and
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either GCCOG, The State of California, Department of Housing and Community Development or other State or authorities to be unallowable are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due GCCOG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, GCCOG is authorized to withhold future payments due Consultant.
- c. Consultant agrees to furnish documentation to GCCOG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

19. Stop Work

- a. GCCOG may, at any time, by written Stop Work Order to Consultant, require Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Consultant, and for any further period to which GCCOG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to Consultant, or within any extension of that period by GCCOG, GCCOG shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, GCCOG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and Consultant Contract shall be modified, in writing, accordingly.

20. Flow-Down Provisions

Any subcontract, of any tier entered into by Consultant as a result of this Agreement shall be written, executed subsequent to Consultant executing this Agreement with GCCOG within a reasonable time, and shall contain the following provisions of this Agreement:

Section 7 (Written and Electronic Version of Work Products and Related Work Materials);
Section 8 (Ownership, Confidentiality, Use of Work Products and Inventions);
Section 9 (Termination);
Section 10 (Compliance with Laws, Rules, and Regulations);
Section 11 (Independent Contractor);
Section 12 (Disputes);
Section 13 (Indemnity);
Section 14 (Non-Discrimination/Equal Employment Opportunity);
Section 15 (Records Retention and Audits);
Section 16 (State Lobbying Activities Certification);
Section 17 (Certifications and Assurances);
Section 18 (Cost Principles)

Upon GCCOG's request, Consultant shall provide GCCOG a copy of any subconsultant agreement.

21. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

22. Survival

The following sections survive expiration or termination of this Agreement:

Section 7 (Written and Electronic Versions of Work Products, Related Work Materials and Inventions)
Section 8 (Ownership, Confidentiality, and Use of Work Products)
Section 12 (Disputes)
Section 13 (Indemnity)
Section 15 (Records Retention and Audits)
Section 24 (Jurisdiction and Venue)
Section 35 (Third Party Beneficiaries)

23. Order of Precedence

In the event of any conflict between the terms of this Agreement or any other Exhibit, the terms of this Agreement shall control. In the event of any conflict between the following documents, the order of precedence shall be as follows:

- State of Californian's General Terms and Conditions and REAP General Terms and Conditions
- Order of Precedence as outlined in this Agreement

24. Jurisdiction and Venue

This Agreement shall be deemed an agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws subject to the arbitration requirements in Section 12 (Disputes) requiring that all disputes arising under this Agreement be addressed in arbitration, both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

25. Insurance

Consultant shall procure and maintain throughout the term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subconsultants, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
- (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per claim and aggregate. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.

c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) GCCOG, its subsidiaries, officials and employees are to be covered as additional insureds as

respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to GCCOG, its members, subsidiaries, officials and employees.

- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects GCCOG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by GCCOG shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to GCCOG, its members, subsidiaries, officials and employees.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to GCCOG along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of GCCOG, its officers, agents, employees and volunteers.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by GCCOG.
 - e. Acceptability of Insurers – Insurance is to be placed with California admitted or approved insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by GCCOG.
 - f. Verification of Coverage – Consultant shall furnish GCCOG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by GCCOG before work commences. Upon request of GCCOG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

26. Force Majeure

Neither GCCOG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control or cause of GCCOG or Consultant; provided, however, that the party seeking to avail itself of the provisions of this Section shall notify the other party in writing not later than ten (10) days from the first instance of the event that the party claims excuses or delays its performance and, if timely notice is not provided, then such party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

27. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the

Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written Amendment thereto.

28. Effective Date

The Effective Date of this Agreement shall mean the last date of execution by the Parties.

29. Use of Name

Neither party shall use the name, trade name, or trademark or other designation of SCAG or the other party or its affiliates in connection with any products, promotions, or advertising without the prior written permission of the other party.

30. Recycling Certification

By executing this Agreement, Consultant certifies, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

31. Antitrust Claims:

Consultant by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Consultant shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that

were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

32. Child Support Compliance Act

For any Agreement in excess of \$100,000, Consultant acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, Consultant shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

34. Loss Leader.

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (Pub. Cont. Code Section 10344(e).)

35. Third Party Beneficiaries

Other than with respect to SCAG as provided in this Section, there are no third-party beneficiaries to this Agreement. GCCOG and Consultant agree that SCAG is an intended third-party beneficiary of this Agreement but has no obligations whatsoever hereunder. As a third party beneficiary, SCAG shall have the right, but not the duty or obligation, to enforce the provisions of this Agreement with respect to those rights pertaining to SCAG’s interests specified herein.

36. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may

later designate by notice:

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723
Attn: Nancy Pfeffer, Executive Director

To Consultant: CivicHome

37. Authority.

The persons executing this Agreement on behalf of the Parties warrants and represents that they have the authority to execute this Agreement on behalf of the Parties and has the authority to bind the Parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the last date of signature below.

CONSULTANT

By: _____
(Signature)

Date: _____

(Name)

(Title)

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Cinde MacGugan-Cassidy, President

Date: _____

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM:

Ivy M. Tsai, General Counsel

**VII. CONSENT CALENDAR
ITEM X**

**Extension of Southern California
Regional Energy Network Regional
Partnership through 2022**

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director

SUBJECT: Extension of Southern California Regional Energy Network
Regional Partnership through 2022

Background

In June 2020, the Gateway Cities COG Board approved the Regional Partnership Agreement with the Southern California Regional Energy Network (SoCalREN). The SoCalREN programs for public agencies have been administered by The Energy Coalition (TEC) and the County of Los Angeles (County), and funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC). SoCalREN has enrolled public agencies into a suite of their programs geared towards increasing local energy efficiency.

Since our last amendment, seven more cities have enrolled. Currently, a total of 18 Gateway Cities are enrolled: Artesia, Avalon, Bell, Bell Gardens, Downey, Industry, Lakewood, La Mirada, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, and Whittier. We have also enrolled the Bellflower Unified School District.

In partnership with the SoCalREN, the COG is helping to fill the gap in agency engagement, marketing support and outreach and coordination opportunities for energy-related projects. The COG's participation in the program has continued to build on our *Climate Action Opportunity Assessment and Readiness Plan: Building Capacity for Disadvantaged Communities* project and is leveraging the *Climate Action Planning Framework* resources to engage cities in energy-saving and sustainability activities. We have also continued to deliver the services required under the contract even under the distancing restrictions associated with the global COVID-19 pandemic.

Issue

Due to the success of the partnership in 2020 and 2021, SoCalREN wishes to extend the Regional Partnership Agreement with the COG for 2022 to continue providing energy efficiency services to public agencies in our region under the two primary SoCalREN programs. SoCalREN is shifting to two primary programs (from four programs previously) to streamline the invoicing process, while still offering the same grant funding.

Under the Amendment for the 2022 Regional Partnership, the COG will continue to serve as the subcontractor to SoCalREN, with the funding used to continue supporting COG staff, and a subcontractor to provide the following services for public agencies:

- Support in generating new SoCalREN enrollments and registrations with

- Gateway Cities public agencies.
- Support energy planning efforts, including data collection to help with energy analysis and project identification
- Support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence.
- Coordinate and deliver education and training activities.
- Work with SoCalREN and public agencies to apply for awards, deliver presentations and prepare case studies and other recognition strategies that celebrate project and agency success with SoCalREN programs.
- Support the development and implementation of an innovative competitive model for agency motivation.
- Identify potential SoCalREN strategies and activities that support regional communities.

The funding for this program is provided by the County to TEC for the SoCalREN program and from them to the COG. Under this Amendment, the COG will have a funding amount of \$100,000.00 for services from January 1, 2022, through December 31, 2022. This is the same level of funding as the prior year.

Recommended Action

Approve SoCalREN Regional Partnership Amendments in the final form.

Attachments

- Work Plan
- Four SoCalREN Regional Partnership Amendments

Regional Partnership

2022 Work Plan for GCCOG

Scope of Work Overview

Gateway Cities Council of Government (GCCOG) will continue to provide regional public agency engagement, outreach, and implementation support for the Southern California Regional Energy Network. The Energy Coalition (TEC) has requested assistance with general program support, program marketing, regional engagement, energy planning, education and training, agency recognition, program motivation and competition, and identification and implementation of pilot activities. GCCOG shall be guided in their work by program documents provided by TEC, as well as ongoing coordination with the designated Engagement Project Manager.

The following work plan will be a working document shared between GCCOG and the TEC contract manager to guide expected leads, activities and deliverables.

TEC Contract Manager: Ivana Dorin

Date range: January 1, 2022 - December 31, 2022

Total Authorized Budget: \$100,000

Work Plan

Task 1: General SoCalREN Program Support

Task 1 Activities

- **Task 1.1 Project Management:** The Subconsultant will provide overall project management of this Scope of Services, including staffing, reporting, scheduling, quality control, and budget oversight. The Subconsultant will manage production of high-quality deliverables that meet the scope, schedules, and complete work within the budget for assigned projects and tasks.
- **Task 1.2 Project Administration:** The Subconsultant will monitor the contract budget for all assignments and submit monthly invoices in a format pre-approved by TEC.
 - **Task 1.3 Subconsultant Training:** The Subconsultant may attend meetings as requested to participate in Program training and implementation activities and to review and discuss program assignments and deliverables with TEC staff.

- **Task 1.4 General Program Support:** The Subconsultant may provide other mutually agreed upon general program support upon request such as with building and customizing tasks of the Regional Partnership model, and development of program procedures and documents, program tools, prioritization of strategies, and other miscellaneous tasks.

Task 1 Deliverables

- Monthly invoice submitted by the tenth (10th) calendar day of each month
- Participation in SoCalREN Regional Partnership check-ins with TEC team
- Attending TEC-led trainings to further subconsultant understanding of SoCalREN programs
- Attending TEC-led trainings to further subconsultant understanding of energy efficiency project development
- Participation in Regional Roundtable calls to glean and share best practices among other participating regional partners
 - 1 presentations or Roundtable facilitations to share best practices and project updates with the larger team
- Collaborate with SoCalREN team to participate in regulatory and policy update forums as mutually agreed upon

Task 2: Program Marketing

Subconsultant will support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following tasks.

Task 2 Activities

- **Task 2.1 Program Marketing Materials and Distribution:** The Subconsultant will collaborate with TEC on the development of co-branded and/or region-specific marketing materials and share with TEC existing channels of communication through Subconsultant (eblasts, newsletters, schedules, etc.) The Subconsultant will support efforts for distribution to the Subconsultant's member jurisdictions and other public agencies providing services within the Subconsultant's geographic region.
- **Task 2.2 Events for Program Promotion:** The Subconsultant will identify and attend events, conferences, and/or virtual engagement opportunities for program promotion to eligible public agencies. Event attendance must be pre-approved by TEC.

Task 2 Deliverables

- Develop and maintain up-to-date and region-specific messaging to communicate SoCalREN Regional Partnership and program related updates to Subconsultant's membership and other public agencies in the region
 - Identify 3 needs/gaps in SoCalREN's existing marketing materials/resources and work with TEC communications team to update or develop new regionally relevant materials
- Monthly Program communications to Subconsultant's member jurisdictions through Subconsultant's channels
- Participation in 2 conferences, events, or virtual engagement opportunities to promote SoCalREN; provide an event summary for events attended

Task 3: Regional Engagement Support

Subconsultant will support TEC in generating new SoCalREN enrollments, agency re-enrollments for inactive agencies, and registrations with public agencies within their geographic region. (Agency enrollments will require coordination with agency utilities (Southern California Edison/SoCalGas), submission of enrollment form and kickoff meeting with the TEC team). Agency registrations will require agencies to complete an online registration. Subconsultant will also support TEC to ensure regional agencies actively participate in non-project-related program offerings and will work to identify appropriate and/or new forums for ongoing engagement.

Task 3 Activities

- **Task 3.1 Outreach and Engagement Support:** The Subconsultant will conduct outreach to Subconsultant member agencies that are not currently enrolled in SoCalREN to promote program registration and enrollment. The Subconsultant will provide support through coordination, scheduling, and participation in communications and meetings with agencies, other stakeholders, and TEC related to enrollment in programs.
- **Task 3.2 Regional Strategizing for New Program Enrollment:** The Subconsultant will identify opportunities with new eligible regional agencies, and work with TEC to develop and implement a regional strategy for engaging non-city agencies eligible for enrollment in the program.

Task 3 Deliverables

- Register up to 5 new agencies for the SoCalREN Network Toolkit
- 5 new agency enrollments
 - Enrollment requirements: signed enrollment form and SoCalREN kickoff meeting
 - 1 new enrollment from non-member (non-city) agency
- Re-engagement with 3 inactive agencies
- 5 co-enrollment presentations (between TEC and GCCOG teams) upon enrollment of agencies

Task 4: Energy Planning

Subconsultant will support the Program in efforts related to portfolio energy analysis and project identification with enrolled agencies within Subconsultant's geographic region.

Task 4 Activities

- **Task 4.1 Data Collection and Analysis:** The Subconsultant will coordinate with the assigned TEC Project Manager to support activities related to an agency's portfolio energy analysis. This includes work with the TEC team to leverage already compiled data from Energy Action Plans, Energy Star Portfolio Manager, or other sources; facilitation of data requests, data collection and access, along with other tasks as assigned.
- **Task 4.2 Energy Planning and Project Identification:** The Subconsultant will support long-term energy planning and project identification as assigned, including identifying energy planning ideas and opportunities ideal for Subconsultant's enrolled agencies.

- **Task 4.3 Energy Planning Education and Tools:** The Subconsultant will support TEC in preparing educational webinars and presentations on energy management resources, such as Energy Star Portfolio Manager (ESPM) and Green Button Connect. The Subconsultant will work alongside TEC to help educate agencies on SoCalREN energy planning tools and methods.

Task 4 Deliverables

- Serve as a liaison for 5 agencies receiving or participating SoCalREN Energy Analysis Services (such as Comparative Energy Analysis, Energy Star Portfolio Manager or Green Button Connect) in coordination with the Engagement Project Manager and agency
- Participation and co-presentation of portions in meetings where SoCalREN energy analysis reports are presented to newly enrolled agencies

Task 5: Education & Training

Subconsultant will support TEC to coordinate and deliver education and training activities to enrolled public agencies within Subconsultant's geographic region.

Task 5 Activities

- **Task 5.1 Educational Presentations:** Subconsultant will work with TEC to coordinate and deliver presentations to targeted enrolled and new eligible agencies in order to identify energy project potential. Subconsultant will brainstorm educational topics for regional agencies, and explore setting up educational presentations to introduce new programs and/or highlight key services to support building energy projects
- **5.2 Energy Working Group:** Facilitate venues for building agency peer to peer education and sharing of best practices

Task 5 Deliverables

- 3 education/training themed events (online or in-person)
 - Event summaries for each
- Continue facilitation of regional energy working group
 - Collaborate with SoCalREN for content presentation on programs
- Support promotion and registration for subsequent SoCalREN Capacity Building offerings

Task 6: Agency Recognition

Subconsultant will bolster community and agency support for additional projects through the celebration of agency and project success.

Task 6 Activities

- **Task 6.1 Agency Success and Recognition:** Subconsultant will coordinate with the TEC team and enrolled public agencies to apply for awards, deliver presentations and prepare case studies and other recognition strategies that celebrate project and agency success with SoCalREN programs. Other activities to celebrate success may be identified and must be pre-approved by TEC.

Task 6 Deliverables

- 3 agency recognition strategies implemented
- Facilitate 2 recognition presentations in coordination with TEC for selected completed SoCalREN projects, as feasible

Task 7: Program Motivation & Competition

Subconsultant will work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

Task 7 Activities

- **Task 7.1. Motivation/Competition Support:** Subconsultant will work with the TEC team and other regional implementers to develop and maintain a regional motivation model intended to incentivize agency action toward building energy projects.

Task 7 Deliverables

- Maintain Energy Action Tracking Tool (EATT) dashboards quarterly to show progression of enrolled agencies
- Explore additional criteria that can be added in conjunction with other tasks

Task 8: Identification of Additional Activities

Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN strategies and activities that support regional communities. Implementation of identified additional activities is outside the scope of this agreement.

Task 8 Activities

- **Task 8.1 Ongoing Pilot Coordination:** Subconsultant will participate in meetings with TEC and LAC to discuss pilot activities for the region.

Task 8 Deliverables

**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

October 28, 2021

Gateway Cities Council of Governments (GCCOG)
Attn: Nancy Pfeffer
16401 Paramount Blvd,
Paramount, CA 90723

Re: Project Name: SoCalREN Regional Partnerships 1022A PDP
 Project No.: TEC20-0039
 Amendment No. 4

Dear Nancy Pfeffer,

This modification letter amends and modifies the Agreement entered into between Gateway Cities Council of Governments (GCCOG) ("Subconsultant") and The Energy Coalition with an effective date of August 21, 2020 and an approved start work date of August 25, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0039 effective October 1, 2021:

1. The period of performance is extended through December 31, 2022.
2. The attached Attachment 2 (Schedule of Payments) replaces Attachment 2 (Schedule of Payments) of the initial agreement in its entirety.
 - a. The agreement revises the 2021 NTE funding to \$43,000.00 for services rendered January 1, 2021 through December 31, 2021. Unspent funds will not carry forward to 2022.
 - b. The agreement provides funding in the amount of \$50,000.00 for services rendered January 1, 2022 through December 31, 2022. Unspent funds will not carry forward to 2023.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Nancy Pfeffer

Title: President & Executive Director

Title: Executive Director

Date: _____

Date: _____

Attachment 2
Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022A PDP
Project Number: TEC20-0039
Amendment 4

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is

- **\$43,000.00 for services rendered from January 1, 2021 through December 31, 2021.**
- **\$50,000.00 for services rendered January 1, 2022 through December 31, 2022.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Hourly Rate
Executive Director	\$84.00
Administrative Director	\$55.16
Assistant Planner	\$32.36
Administrative Assistant	\$27.76
Office Assistant	\$27.29
Regional Energy Coordinator	\$150.00
CivicSpark Fellow	\$15.00
Director of Regional Development	\$80.00

B. Payment for Additional Services: N/A

**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

October 28, 2021

Gateway Cities Council of Governments
Attn: Nancy Pfeffer
16401 Paramount Blvd,
Paramount, CA 90723

Re: Project Name: SoCalREN Regional Partnerships 1022B DER DAC
 Project No.: TEC20-0040
 Amendment No. 4

Dear Nancy Pfeffer,

This modification letter amends and modifies the Agreement entered into between Gateway Cities Council of Governments ("Subconsultant") and The Energy Coalition with an effective date of August 21, 2020 and an approved start work date of August 25, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0040 effective October 1, 2021:

1. The period of performance is extended through December 31, 2022.
2. The attached Attachment 2 (Schedule of Payments) replaces Attachment 2 (Schedule of Payments) of the initial agreement in its entirety.
 - a. The agreement revises the 2021 NTE funding to \$43,000.00 for services rendered January 1, 2021 through December 31, 2021. Unspent funds will not carry forward to 2022.
 - b. The agreement provides funding in the amount of \$50,000.00 for services rendered January 1, 2022 through December 31, 2022. Unspent funds will not carry forward to 2023.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Nancy Pfeffer

Title: President & Executive Director

Title: Executive Director

Date: _____

Date: _____

Attachment 2
Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022B DER DAC
Project Number: TEC20-0040
Amendment 4

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is

- **\$43,000.00 for services rendered from January 1, 2021 through December 31, 2021.**
- **\$50,000.00 for services rendered January 1, 2022 through December 31, 2022.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Hourly Rate
Executive Director	\$84.00
Administrative Director	\$55.16
Assistant Planner	\$32.36
Administrative Assistant	\$27.76
Office Assistant	\$27.29
Regional Energy Coordinator	\$150.00
CivicSpark Fellow	\$15.00
Director of Regional Development	\$80.00

B. Payment for Additional Services: N/A

**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

October 28, 2021

Gateway Cities Council of Governments
Attn: Nancy Pfeffer
16401 Paramount Blvd,
Paramount, CA 90723

Re: Project Name: SoCalREN Regional Partnerships 1022C NMEC
 Project No.: TEC20-0041
 Amendment No. 4

Dear Nancy Pfeffer,

This modification letter amends and modifies the Agreement entered into between Gateway Cities Council of Governments ("Subconsultant") and The Energy Coalition with an effective date of August 21, 2020 and an approved start work date of August 25, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0041 effective October 1, 2021:

The attached Attachment 2 (Schedule of Payments) replaces Attachment 2 (Schedule of Payments) of the initial agreement in its entirety. The agreement revises the 2021 NTE funding to \$7,000.00 for services rendered January 1, 2021 through December 31, 2021. Unspent funds will not carry forward to 2022.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Nancy Pfeffer

Title: President & Executive Director

Title: Executive Director

Date: _____

Date: _____

Attachment 2

Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022C NMEC
Project Number: TEC20-0041
Amendment 4

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is **\$7,000.00 for services rendered from January 1, 2021 through December 31, 2021.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Hourly Rate
Executive Director	\$84.00
Administrative Director	\$55.16
Assistant Planner	\$32.36
Administrative Assistant	\$27.76
Office Assistant	\$27.29
Regional Energy Coordinator	\$150.00
CivicSpark Fellow	\$15.00
Director of Regional Development	\$80.00

B. Payment for Additional Services: N/A

**THE ENERGY COALITION
SUBCONSULTANCY AGREEMENT MODIFICATION**

October 28, 2021

Gateway Cities Council of Governments
Attn: Nancy Pfeffer
16401 Paramount Blvd,
Paramount, CA 90723

Re: Project Name: SoCalREN Regional Partnerships 1022D RLF (RSF)
 Project No.: TEC20-0042
 Amendment No. 4

Dear Nancy Pfeffer,

This modification letter amends and modifies the Agreement entered into between Gateway Cities Council of Governments ("Subconsultant") and The Energy Coalition with an effective date of August 21, 2020 and an approved start work date of August 25, 2020.

The Energy Coalition and Subconsultant hereby agree to the following changes to Contract TEC20-0042 effective October 1, 2021:

The attached Attachment 2 (Schedule of Payments) replaces Attachment 2 (Schedule of Payments) of the initial agreement in its entirety. The agreement revises the 2021 NTE funding to \$7,000.00 for services rendered January 1, 2021 through December 31, 2021. Unspent funds will not carry forward to 2022.

The foregoing changes are the sole modification or amendment to the Agreement, and no other express or implied modification or amendment is intended or shall be construed herefrom. All other provisions and obligations of the Agreement and previous amendments, shall continue in full force and effect.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

By: _____

By: _____

Print: Craig Perkins

Print: Nancy Pfeffer

Title: President & Executive Director

Title: Executive Director

Date: _____

Date: _____

Attachment 2

Schedule of Payments
Project Name: SoCalREN Regional Partnerships 1022D RSF
Project Number: TEC20-0042
Amendment 4

THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a Time and Materials basis. The estimated cost to perform the services set forth in Article 1, "Scope of Services" is **\$7,000.00 for services rendered from January 1, 2021 through December 31, 2021.**

Subconsultant shall not exceed this estimated amount without the express written authorization of TEC. TEC must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide TEC with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Scope of Services. In such event, TEC may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice TEC monthly pursuant to the requirements of this Agreement.

Title	Hourly Rate
Executive Director	\$84.00
Administrative Director	\$55.16
Assistant Planner	\$32.36
Administrative Assistant	\$27.76
Office Assistant	\$27.29
Regional Energy Coordinator	\$150.00
CivicSpark Fellow	\$15.00
Director of Regional Development	\$80.00

B. Payment for Additional Services: N/A

**VII. CONSENT CALENDAR
ITEM Y**

**Gateway Cities Council of
Governments Amendment Number
Two to Professional Services
Agreement with Sumire Gant
Consulting**

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director

BY: Genny Cisneros, Administrative Director

SUBJECT: Amendment to Consulting Agreement Between Gateway Cities
COG and Sumire Gant Consulting

Background

In June 2020, the Gateway Cities COG Board approved the Regional Partnership Agreement with the Southern California Regional Energy Network (SoCalREN). The SoCalREN programs for public agencies have been administered by The Energy Coalition (TEC) and the County of Los Angeles (County), and funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC). SoCalREN has enrolled public agencies into a suite of their programs geared towards increasing local energy efficiency.

To complete the deliverables, the COG Board approved retaining the services of Sumire Gant Consulting (SGc), a sole proprietor firm based in Long Beach since 2013. The COG has previously retained the services of SGc for the development of Climate Action Opportunity Assessment and Readiness Plans in 2018-19, funded by a \$200,000 Transformative Climate Communities planning grant from the Strategic Growth Council. SGc specializes in sustainability planning, engagement of diverse communities in support of equity and environmental justice, public and government affairs, and strategic funds management and grantsmanship.

Issue

COG staff proposes to amend the current contract with SGc to extend the period of work and funding for SoCalREN activities through June 2022. SGc will continue in the primary support role to the COG in achieving the SoCalREN deliverables in coordination with COG staff. SGc has developed a rapport with Gateway Cities and this shows in the number of cities who have enrolled to date. SGc will be funded by the SoCalREN grant agreements presented on tonight's agenda.

Recommended Action

Approve amendment to consulting agreement with Sumire Gant Consulting.

Attachments

Amendment to consulting Agreement between Gateway Cities COG and Sumire Gant

Consulting.

**GATEWAY CITIES COUNCIL OF GOVERNMENTS
AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT
WITH SUMIRE GANT CONSULTING**

This Amendment Number One (“Amendment”) to the Professional Services Agreement (“Agreement”) is entered into on January 1, 2022 (“Effective Date”), by and between the Gateway Cities Council of Governments, a joint powers authority organized and existing pursuant to the laws of the State of California (“Agency”), and Sumire Gant Consulting, a Sole Proprietorship (“Consultant”).

1. Section I of the Agreement is amended to provide that the term of the Agreement shall be through June 30, 2022.

2. Exhibit A-1 and A-2 to the Agreement, Statement of Work, is replaced with Exhibit A-3, Work Plan, attached hereto.

3. Section V of the Agreement is amended to revise the not-to-exceed amount to \$35,650.00.

Section 4. Except as set forth herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

GATEWAY CITIES COUNCIL OF GOVERNMENTS

Cinde MacGugan-Cassidy, President

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM

Ivy M. Tsai, General Counsel

Sumire Gant Consulting, Sole Proprietor

Sumire Gant, Consultant

EXHIBIT A-3

WORK PLAN

Task 1: General SoCalREN Program Support

Task 1 Activities

- **Task 1.1 Project Management:** The Subconsultant will provide overall project management of this Scope of Services, including staffing, reporting, scheduling, quality control, and budget oversight. The Subconsultant will manage production of high-quality deliverables that meet the scope, schedules, and complete work within the budget for assigned projects and tasks.
- **Task 1.2 Project Administration:** The Subconsultant will monitor the contract budget for all assignments and submit monthly invoices in a format pre-approved by TEC.
 - **Task 1.3 Subconsultant Training:** The Subconsultant may attend meetings as requested to participate in Program training and implementation activities and to review and discuss program assignments and deliverables with TEC staff.
 - **Task 1.4 General Program Support:** The Subconsultant may provide other mutually agreed upon general program support upon request such as with building and customizing tasks of the Regional Partnership model, and development of program procedures and documents, program tools, prioritization of strategies, and other miscellaneous tasks.

Task 1 Deliverables

- Monthly invoice submitted by the tenth (10th) calendar day of each month
- Participation in SoCalREN Regional Partnership check-ins with TEC team
- Attending TEC-led trainings to further subconsultant understanding of SoCalREN programs
- Attending TEC-led trainings to further subconsultant understanding of energy efficiency project development
- Participation in Regional Roundtable calls to glean and share best practices among other participating regional partners
 - 1 presentations or Roundtable facilitations to share best practices and project updates with the larger team
- Collaborate with SoCalREN team to participate in regulatory and policy update forums as mutually agreed upon

Task 2: Program Marketing

Subconsultant will support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following tasks.

Task 2 Activities

- **Task 2.1 Program Marketing Materials and Distribution:** The Subconsultant will collaborate with TEC on the development of co-branded and/or region-specific marketing materials and share with TEC existing channels of communication through Subconsultant (eblasts, newsletters, schedules, etc.) The Subconsultant will support efforts for distribution to the Subconsultant's member jurisdictions and other public agencies providing services within the Subconsultant's geographic region.

- **Task 2.2 Events for Program Promotion:** The Subconsultant will identify and attend events, conferences, and/or virtual engagement opportunities for program promotion to eligible public agencies. Event attendance must be pre-approved by TEC.

Task 2 Deliverables

- Develop and maintain up-to-date and region-specific messaging to communicate SoCalREN Regional Partnership and program related updates to Subconsultant's membership and other public agencies in the region
 - Identify 3 needs/gaps in SoCalREN's existing marketing materials/resources and work with TEC communications team to update or develop new regionally relevant materials
- Monthly Program communications to Subconsultant's member jurisdictions through Subconsultant's channels
- Participation in 2 conferences, events, or virtual engagement opportunities to promote SoCalREN; provide an event summary for events attended

Task 3: Regional Engagement Support

Subconsultant will support TEC in generating new SoCalREN enrollments, agency re-enrollments for inactive agencies, and registrations with public agencies within their geographic region. (Agency enrollments will require coordination with agency utilities (Southern California Edison/SoCalGas), submission of enrollment form and kickoff meeting with the TEC team). Agency registrations will require agencies to complete an online registration. Subconsultant will also support TEC to ensure regional agencies actively participate in non-project-related program offerings and will work to identify appropriate and/or new forums for ongoing engagement.

Task 3 Activities

- **Task 3.1 Outreach and Engagement Support:** The Subconsultant will conduct outreach to Subconsultant member agencies that are not currently enrolled in SoCalREN to promote program registration and enrollment. The Subconsultant will provide support through coordination, scheduling, and participation in communications and meetings with agencies, other stakeholders, and TEC related to enrollment in programs.
- **Task 3.2 Regional Strategizing for New Program Enrollment:** The Subconsultant will identify opportunities with new eligible regional agencies, and work with TEC to develop and implement a regional strategy for engaging non-city agencies eligible for enrollment in the program.

Task 3 Deliverables

- Register up to 5 new agencies for the SoCalREN Network Toolkit
- 5 new agency enrollments
 - Enrollment requirements: signed enrollment form and SoCalREN kickoff meeting
 - 1 new enrollment from non-member (non-city) agency
- Re-engagement with 3 inactive agencies
- 5 co-enrollment presentations (between TEC and GCCOG teams) upon enrollment of agencies

Task 4: Energy Planning

Subconsultant will support the Program in efforts related to portfolio energy analysis and project identification with enrolled agencies within Subconsultant's geographic region.

Task 4 Activities

- **Task 4.1 Data Collection and Analysis:** The Subconsultant will coordinate with the assigned TEC Project Manager to support activities related to an agency's portfolio energy analysis. This includes work with the TEC team to leverage already compiled data from Energy Action Plans, Energy Star Portfolio Manager, or other sources; facilitation of data requests, data collection and access, along with other tasks as assigned.
- **Task 4.2 Energy Planning and Project Identification:** The Subconsultant will support long-term energy planning and project identification as assigned, including identifying energy planning ideas and opportunities ideal for Subconsultant's enrolled agencies.
- **Task 4.3 Energy Planning Education and Tools:** The Subconsultant will support TEC in preparing educational webinars and presentations on energy management resources, such as Energy Star Portfolio Manager (ESPM) and Green Button Connect. The Subconsultant will work alongside TEC to help educate agencies on SoCalREN energy planning tools and methods.

Task 4 Deliverables

- Serve as a liaison for 5 agencies receiving or participating SoCalREN Energy Analysis Services (such as Comparative Energy Analysis, Energy Star Portfolio Manager or Green Button Connect) in coordination with the Engagement Project Manager and agency
- Participation and co-presentation of portions in meetings where SoCalREN energy analysis reports are presented to newly enrolled agencies

Task 5: Education & Training

Subconsultant will support TEC to coordinate and deliver education and training activities to enrolled public agencies within Subconsultant's geographic region.

Task 5 Activities

- **Task 5.1 Educational Presentations:** Subconsultant will work with TEC to coordinate and deliver presentations to targeted enrolled and new eligible agencies in order to identify energy project potential. Subconsultant will brainstorm educational topics for regional agencies, and explore setting up educational presentations to introduce new programs and/or highlight key services to support building energy projects
- **5.2 Energy Working Group:** Facilitate venues for building agency peer to peer education and sharing of best practices

Task 5 Deliverables

- 3 education/training themed events (online or in-person)
 - Event summaries for each
- Continue facilitation of regional energy working group
 - Collaborate with SoCalREN for content presentation on programs
- Support promotion and registration for subsequent SoCalREN Capacity Building offerings

Task 6: Agency Recognition

Subconsultant will bolster community and agency support for additional projects through the celebration of agency and project success.

Task 6 Activities

- **Task 6.1 Agency Success and Recognition:** Subconsultant will coordinate with the TEC team and enrolled public agencies to apply for awards, deliver presentations and prepare case studies and other recognition strategies that celebrate project and agency success with SoCalREN programs. Other activities to celebrate success may be identified and must be pre-approved by TEC.

Task 6 Deliverables

- 3 agency recognition strategies implemented
- Facilitate 2 recognition presentations in coordination with TEC for selected completed SoCalREN projects, as feasible

Task 7: Program Motivation & Competition

Subconsultant will work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

Task 7 Activities

- **Task 7.1. Motivation/Competition Support:** Subconsultant will work with the TEC team and other regional implementers to develop and maintain a regional motivation model intended to incentivize agency action toward building energy projects.

Task 7 Deliverables

- Maintain Energy Action Tracking Tool (EATT) dashboards quarterly to show progression of enrolled agencies
- Explore additional criteria that can be added in conjunction with other tasks

Task 8: Identification of Additional Activities

Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN strategies and activities that support regional communities. Implementation of identified additional activities is outside the scope of this agreement.

Task 8 Activities

- **Task 8.1 Ongoing Pilot Coordination:** Subconsultant will participate in meetings with TEC and LAC to discuss pilot activities for the region.

Task 8 Deliverables

VIII. REPORTS
ITEM B
I-710 Ad Hoc Committee Timeline

TO: Board of Directors

FROM: I-710 Ad Hoc Committee

BY: Nancy Pfeffer, Executive Director

SUBJECT: I-710 Ad Hoc Committee Timeline

Background

On July 7, 2021, the COG Board took the following action:

To form an I-710 Ad-Hoc Committee made up of fourteen members of the COG Board (less than a quorum) that can focus on community engagement, equity, and effects on the 710 communities and return with recommendations regarding the future of highway projects in the Gateway Cities, including potential use of Metro's new CBO partnering strategy; and request preliminary recommendations at 4 months, final recommendations at 6 months.

Issue

At the Committee's first meeting, August 2, 2021, the Committee agreed that they would like to accomplish both guiding principles and recommended early action programs/projects for the I-710 Corridor.

The Committee's charter calls for preliminary recommendations back to the COG Board as of early December, and final recommendations as of early February.

The Committee has made great progress and is discussing draft guiding principles, but does not have final principles to report back to the Board.

Given the complex issues in the corridor, the Committee wishes to ask the COG Board for four additional months to aim for completing its work. The Committee would report back to the Board by (or before) February on guiding principles, and by June on recommended early action programs/projects.

Recommendation

Approve the Ad Hoc Committee's request for four more months for the Committee to conduct its work.

VIII. REPORTS
ITEM C-1
West Santa Ana Branch Project –
Locally Preferred Alternative
Decision

TO: Gateway Cities Council of Governments Board of Directors
FROM: John Moreno and Gilbert Livas, Co-Chairs, West Santa Ana Branch City Manager Technical Advisory Committee
SUBJECT: West Santa Ana Branch Project – Locally Preferred Alternative Decision

Background

The WSAB Project is a 19.3-mile light rail line planned to connect the cities of the Gateway Cities Subregion to Downtown Los Angeles, and to the countywide Metro rail system. A Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) report has been prepared and released by Metro for agency, stakeholder and public review and comment. The Draft EIS/EIR included a Metro Staff Locally Preferred Alternative (LPA) for stakeholder discussion and Metro Board consideration. The Metro Board is scheduled to approve a WSAB Project LPA on January 27, 2022.

The West Santa Ana Branch (WSAB) Project City Manager Technical Advisory Committee (CM TAC) was formed to advise the Gateway Cities COG by providing **City Manager input on WSAB Project planning, construction and implementation decisions** to the COG Transportation Committee and COG Board. The COG is represented on the Metro Board by Director Fernando Dutra, Chair of the COG Transportation Committee and a member of the COG Board.

The WSAB Project LPA decision made by the Metro Board will be based on four key factors as identified in the Draft EIS/EIR and Metro staff planning presentations to the WSAB CM TAC:

1. **Meeting the project's purpose and need**, which was identified as providing high-quality, reliable transit service to meet the future mobility needs of the WSAB Corridor's residents, employees and visitors, and to increase mobility and connectivity for historically underserved and transit-dependent communities.
2. **Comparative environmental impacts and benefits** resulting from the construction and operation of the WSAB Project alternatives as identified in the Draft EIS/EIR .
3. **Public, stakeholder and elected official input** provided through letters, emails, phone calls, public forums and hearings, and briefings of state and federal officials, local electeds, city councils, key stakeholders and agencies.
4. **Financial considerations**, including ensuring cost effectiveness, financial feasibility and funding availability from local, regional, state, federal and other funding sources.

Four WSAB Project alternatives were evaluated in the Draft EIS/EIR:

- Two **Full Project Alternatives – Alternatives 1 and 2** studied provision of 19.3 miles of light rail service running from Downtown Los Angeles to Downtown Artesia

(Pioneer Station) with two different northern terminus locations in Downtown Los Angeles.

- **Two Partial Project Alternatives –**
 - **Alternative 3** – studied a 14.8-mile project segment running through the Gateway Cities Subregion from a new Slauson/Blue or A Line Station to the Pioneer Station in Artesia.
 - **Alternative 4** – studied a 6.6-mile project segment running south from a new I-105/ Green or C Line Station to Pioneer Station.

WSAB Project LPA Recommendations

WSAB Project LPA recommendations have been identified by Metro staff, the WSAB CM TAC and the Eco-Rapid Transit Board.

Metro Staff LPA Recommendation

As documented in the *WSAB Project Draft EIS/EIR*, a Metro Staff LPA (sometimes referred to as a Staff Preferred Alternative or SPA) was identified from among the four Build Alternatives under study. In addition to considering the effectiveness in meeting the Project Purpose and Need and the resulting environmental impacts and benefits, a primary consideration in identifying the Staff LPA was Metro's financial capacity to fund construction and operation of the WSAB Project. Based on all of these considerations, **Alternative 3 was identified as the Metro Staff Preferred Alternative** for Metro Board consideration (Attachment 1). This 14.8-mile project segment would run through the Gateway Cities Subregion providing connections to the A/Blue Line from a new Slauson Station, and to the C/Green Line with a new I-105/C Line Station.

WSAB City Manager TAC LPA Recommendation

At their November 1 meeting, the WSAB CM TAC **identified and voted in support of a two-phased approach to implementation of the WSAB Project, with Phase One consisting of the 14.8-mile project segment running from the Slauson Station to Artesia Station** (Attachment 2). With completion of the necessary design studies to make the City of Los Angeles segment more cost-effective and ready for construction, the 4.5-mile Phase Two segment would be built from the Slauson Station north to Los Angeles Union Station. Major reasons identified in support of this two-phased project approach were –

- **The City of Los Angeles segment is not ready for construction.** Further design study and environmental review, along with Downtown Los Angeles agency and stakeholder approval, is required to develop a more cost-effective rail system solution. The restudy process is projected to take 18-24 months by Metro staff.

- **The Phase One project segment could be ready to enter the Federal funding process with a once-in-a-generation Federal funding opportunity by Fall 2022.** Until the Downtown Los Angeles segment has been redesigned and the environmental process completed, this segment has been identified as not ready to enter the Federal funding program by the Federal Transit Administration.
- **The public investment and jobs created by the WSAB rail project could help the Gateway Cities Subregion recover from pandemic-related economic and employment impacts starting in 2022.** Construction of Phase One is projected to result in a public investment of approximately \$5.6 Billion and result in the creation of new jobs.
- **Phase One delivers 77% of the WSAB rail project providing much needed regional rail connectivity and improved mobility with enabling work construction starting by 2022.**

In addition, the WSAB CM TAC recommended the phased approach with Phase One being built first based on the understanding that Metro staff identified this project segment as their preferred LPA based on their understanding of funding availability.

Eco-Rapid Transit Board LPA Recommendation

The **ERT Board of Directors voted in September to support construction of Full Project Alternative 1** (Attachment 3) as their recommended LPA. Their support focused on securing a Metro Board commitment to do “the WSAB Project right from the start,” and to provide a one seat ride from the Gateway Cities to Union Station as promised during Measure M negotiations. The ERT Board recognized the challenges of obtaining funding to build the WSAB Project in a single phase, but as the Project will serve environmental justice communities who have been long overlooked, provision of the entire project would answer the question of fairness and equity. The new light rail line will provide a mobility option that these communities have never had and greatly need, and which will serve as a catalyst for economic and community development.

LPA Decision Process

The Metro LPA approval process requires Board approval be based on a viable Project Funding Plan. A WSAB Project Funding Plan will be presented at the Metro Board Meeting on December 2, 2021. An overview of the Project Funding Plan will be presented to the COG Transportation Committee at the December 1 meeting.

Reflecting Metro’s funding capacity and competing regional project needs, a majority of Metro’s light rail projects were built in two to four phases. Funding for Metro projects relies in part on sales tax revenue, which was significantly impacted by the COVID-19 pandemic and reduced consumer spending. In addition, state and federal funding support for transit projects varies over time. On-going recovery of the region’s economy, recent Congressional approval of the Infrastructure Bill, and recent House approval of an

education, healthcare and climate package (which includes additional transit project funding), along with Justice 40 guidance directing priority be given to projects serving environmental justice communities, could provide for a strong funding plan for the WSAB Project. It is likely that substantial state funding will be available starting with this year's state budget, such as funding from the Transit & Intercity Rail Capital Program (TIRCP), a competitive grant program from which the WSAB Project has received funding in the past.

The Metro Board decision on the WSAB LPA is scheduled for discussion and possible approval of a recommendation at the Metro Planning & Programming Committee on January 19, 2022, and for Board approval on January 27, 2022. Metro staff has initiated preparation of a Board report recommending a WSAB Project LPA based on meeting the project's purpose and need, resulting environmental impacts and benefits, stakeholder input and funding availability.

Recommended Action

It is recommended that the COG Transportation Committee and COG Board approve the WSAB City Manager TAC's LPA recommendation of a two-phased version of Alternative 1 as described in this report.

Attachments

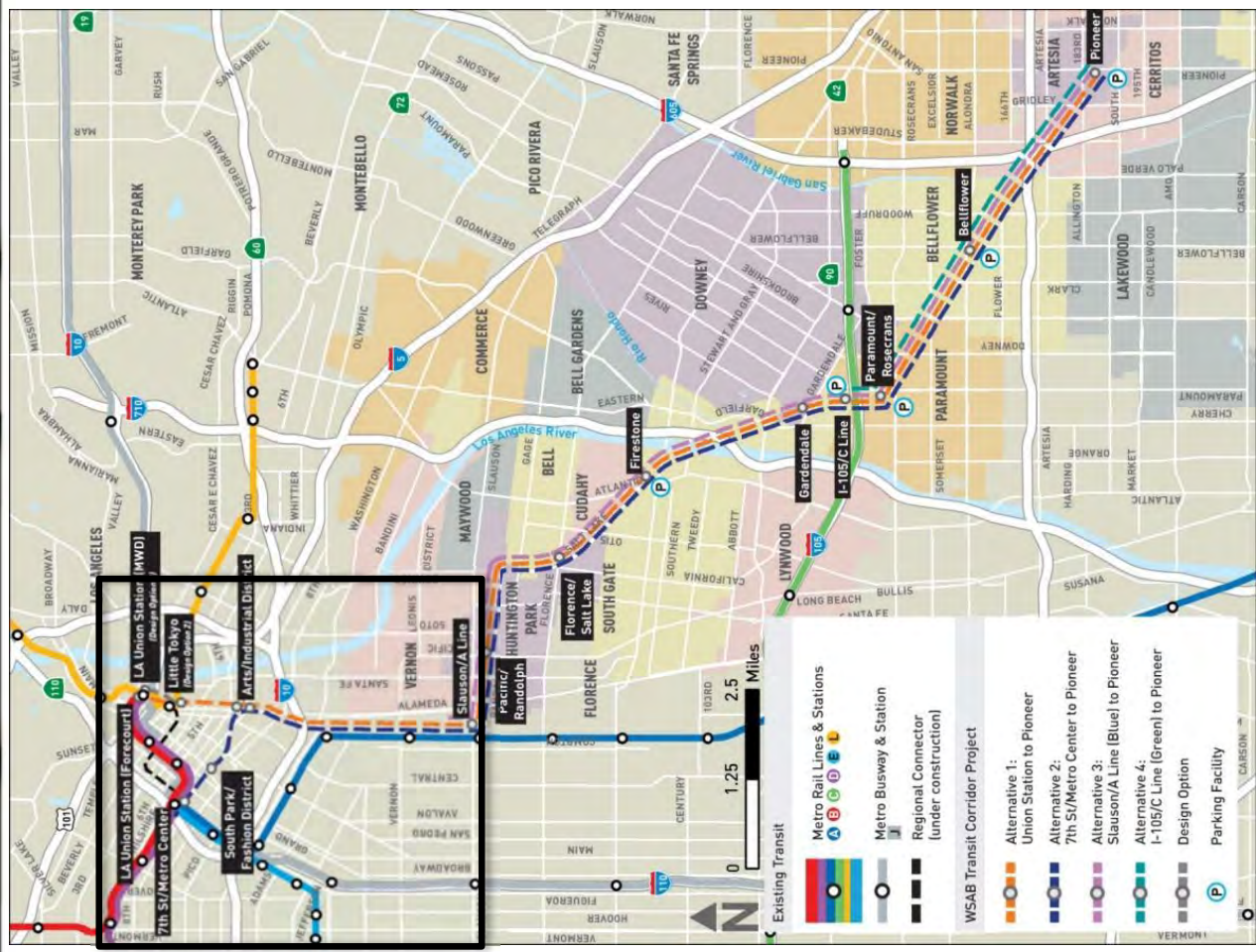
- Attachment 1 – WSAB Project Corridor Map. (1 Page)
- Attachment 2 – WSAB City Manager TAC Locally Preferred Alternative Recommendation. (1 Page)
- Attachment 3 – Eco-Rapid Transit LPA and DEIS/EIR Comment Letter to Metro. (25 Pages)

Alternative 1 & 2: Downtown to Pioneer (19.3 miles, 12 WSAB stations)

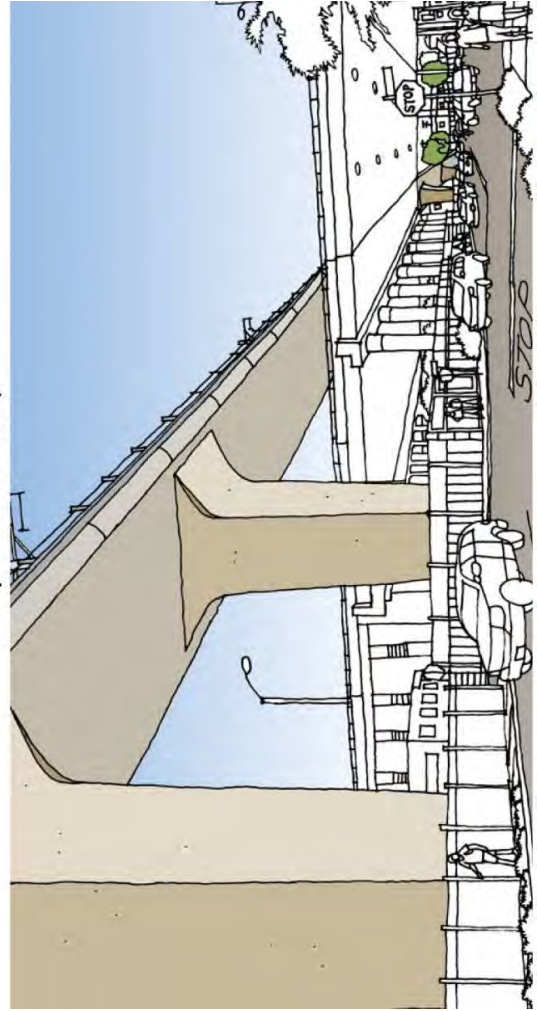
Major Project Elements between Slauson & Downtown:

- 4.4 miles
 - 2.1 miles aerial; 2.3 miles of underground
- 2 freeway crossings
 - Aerial over I-10
 - US 101 or US 110 (underground)
- 2 to 3 WSAB stations (underground)
- 10 aerial grade-separations
- 1.3 miles of freight realignment

Page 282



Proposed I-10 Freeway



Attachment 1

Locally Preferred Alternative Recommendation from the WSAB City Manager Technical Advisory Committee

The WSAB City Manager TAC has consistently supported the construction of the WSAB Project from Los Angeles Union Station to Pioneer Station in Artesia. It would be a tremendous disservice to the Gateway Cities Subregion's communities, and the Los Angeles region at large, and an incredibly missed opportunity for provision of any rail line short of connecting the Gateway Cities and Downtown Los Angeles with a one seat ride.

Understanding the rail project's increasing construction costs and Metro's current constrained funding capacity, the WSAB City Manager TAC supports a **phased-in version of Alternative 1**, in which phasing will be undertaken to protect the overall single goal of a single-seat line concept. The CM TAC recommends that construction of the WSAB Project occur in the following two phases:

- **Phase One** – With the availability of Measure M funding and a once-in-a-generation Federal funding opportunity, we support immediate approval and construction of the Slauson Station to the Pioneer Station segment as the first phase of the WSAB Project.
- **Phase Two** – With completion of the necessary design studies to make the City of Los Angeles segment more cost-effective and ready for construction, the final WSAB Project segment would be built from the Slauson Station north to Union Station.

The WSAB City Manager TAC's recommendation is contingent on Metro's commitment to the following conditions:

- Fund and direct staff to initiate and complete the necessary studies to make the City of Los Angeles Segment (Slauson Station to Union Station) ready for construction by 2024.
- Fund and build the final phase of the WSAB Transit Corridor Project from the Slauson Station to Los Angeles Union Station by 2031, possibly to allow for continuous construction of the WSAB Project. This would ensure timely provision of this much-needed light rail line given the significant demand for public transit and regional connectivity in the Gateway Cities Subregion.
- Direct Metro staff to make the Measure M Subregional Equity Funds identified for the Gateway Cities Subregion available for the WSAB Transit Corridor's Phase 1 cities to use in meeting their 3% Local Contribution Obligations.

As adopted by the WSAB City Manager's TAC on Monday, 11/1/21, by a vote of 11-1.



Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California. The Authority is composed of the following public agencies:

City of Artesia
City of Bell
City of Bell Gardens
City of Cerritos
City of Cudahy
City of Downey
City of Glendale
City of Huntington Park
City of Maywood
City of Paramount
City of South Gate
Burbank-Glendale-Pasadena
Airport Authority

Chair

Ali Sajjad Taj
Council Member
City of Artesia

Vice-Chair

Sean Ashton
Councilmember
City of Downey

Secretary

Vrej Agajanian
Councilmember
City of Glendale

Treasurer

Jose R. Gonzalez
Mayor
City of Cudahy

Internal Auditor

Alejandra Cortez
Councilmember
City of Bell Gardens

Executive Director

Michael R. Kodama

General Counsel

Matthew T. Summers

Ex-Officio

William Rawlings
City Manager Representative

September 25, 2021

Ms. Meghna Khanna
Project Manager, Metro
One Gateway Plaza, M/S 88-22-7
Los Angeles CA 90012

Re: Comments West Santa Ana Branch Transit Corridor Draft Environmental Impact Statement/Environmental Impact Report

Ms. Khanna,

Section 1 – Support Alternative 1, Design Option 2

Eco-Rapid Transit has reviewed the West Santa Ana Branch (WSAB) Transit Corridor Draft Environmental Impact Report/Statement and **unanimously supports the selection of Alternative 1** (Los Angeles Union Station to Pioneer Station) and **Design Option 2** (Addition of Little Tokyo Station). The Eco-Rapid Transit Board of Directors strongly believes that working together with the Los Angeles County Metropolitan Transportation Authority (Metro) and our elected representatives, we can obtain funding to build this line in an equitable, sustainable and responsible manner. Our communities were strong supporters of Measures R and M transportation sales tax measures that are being used by Metro to fund the local portion of the WSAB light rail project.

As much as we support the project, our cities - especially after the COVID-19 impact on local brick and mortar retail businesses and the subsequent loss of sales tax revenues - do not have the financial means to provide the 3% local match within the required 5-year period. We ask that Metro work with the cities to reduce the amount of local contribution and on identifying non city general fund revenue that can be utilized to satisfy this requirement. Additionally, Eco-Rapid Transit requests that the existing 5-year time frame be extended through the life of the project and that the cities located in the southeast Los Angeles only be required to pay its fair share of the 3% local contribution for the operating segment that directly benefits the Gateway Cities region from Artesia to Slauson.

Eco-Rapid Transit recognizes the importance of balancing the *need* to create a high-quality sustainable light rail transit line that can provide 100 years of service with the *cost*. We appreciate the challenge of obtaining sufficient funding to build this project. For our communities, this is also a question of fairness and equity. As a region comprised of Environmental Justice communities that are adversely impacted by environmental and socioeconomic factors which affect the health, environment and quality of life of the local resident on a regular basis, we expect to be treated fairly and given the same consideration as past Metro projects serving other more affluent areas of Los Angeles County. As a **Justice40** project, under the President Biden administration, we recognize the importance of moving forward quickly together to be able to secure the federal funding necessary to complete this environmentally friendly, sustainable and equitable transit project. To help ensure eligibility for this funding the Locally Preferred Alternative should be Alternative 1, Design Option 2 so that the entire line, all possible phases, has a CERTIFIED environmental analysis completed prior to availability of funds.



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City of Bell Gardens

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General Counsel

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Ex-Officio

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Section 2 – Eco-Rapid Transit

Eco-Rapid Transit, also known as the Orangeline Development Authority (OLDA), has been the leading advocate for the WSAB project. Eco-Rapid Transit consists of 12 members including the cities of Artesia, Bell, Bell Gardens, Cerritos, Cudahy, Downey, Glendale, Huntington Park, Maywood, Paramount, South Gate and the Burbank Glendale Pasadena Airport Authority. Since 2002, the members have consistently supported a one seat ride to Union Station (Alternative 1) because of the regional connectivity of a one-seat trip, resulting in a superior vehicle miles traveled (VMT) reduction and resulting in high transit ridership under this Draft EIR/EIS alternatives analysis. Eco-Rapid Transit supports Design Option 2 because it connects our residents to important jobs and activity centers providing direct access to key downtown destinations and beyond to East Los Angeles and eventually Whittier, simultaneously connecting residents from those areas to the job rich industries in Gateway Cities.

Through the leadership of the Eco-Rapid Transit Board of Directors, the WSAB was funded as part of Measure R and Measure M. In the 1980's former Los Angeles County Supervisor Don Knabe, (at the time a Cerritos City Councilmember) proposed a rail line along the West Santa Ana Branch. Since then, Eco-Rapid Transit was formed and then collaborated with Congressman Alan Lowenthal (then a California State Senator to secure initial funding in Measure R, actively participated in and selected the initial stations in the SCAG Alternative Analysis, contributed to the Metro Technical Refinement Analysis and partnered with Gateway Cities COG to secure Metro funding as part of the 2016 Measure M local transportation sales tax. It must be remembered that together with Gateway Cities COG, we opposed Measure M until Eric Garcetti, Metro Chair and then Metro Board of Directors agreed to accelerate the Measure M funding allocation from FY 2041 to 2028 as part of a public private partnership. Eco-Rapid Transit pledges to continue to partner with Metro to seek and secure financial options to help Metro keep their promise to our communities. This promise includes partnering on federal and state funding requests to build this project in a timely manner using Public Private Partnerships, bonding, financing, and other funding options to complete the project from Artesia to Union Station by 2028.

Section 3 – Eco-Rapid Transit Recommendations

Eco-Rapid Transit, believes the federal and state environmental laws were created to help and protect the health of our communities and concurs with Metro about the purpose and need for the project. Eco-Rapid Transit supports the goals identified in the Draft EIR/EIS as well as the study area identified in the Executive Summary and in Chapter One of the Draft EIR/EIS. However, Eco-Rapid Transit, having worked with SCAG, Metro and the communities through a number of previous studies, does not want to limit the construction of the transit corridor to funds on hand and has the following specific recommendations and comments on the EIR/EIS that support the development of a transit line that is sustainable-environmentally and economically, equitable and creates healthy, vibrant and prosperous communities. We believe addressing our concerns will promote the following values, consistent with NEPA and

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CEQA laws, as well as the goals of the project. Therefore, Metro should select the project that will:

- Protect the communities and their sensitive land uses from Potential Significant Environmental Impacts.
- Maximize Economic and Community Development opportunities and not preclude them by construction design.
- Maximize opportunities for current local businesses and residents to thrive and not be displaced.
- Maximize Local, State, and Federal funding opportunities with environmental certification of a phased project, acknowledging the possible need for supplemental environmental documents for detailed aspects of each phase.
- Recognize the real impacts and create, implement and monitor mitigation measures that effectively reduce potential adverse impacts to a level of insignificance during construction and following the project completion.
- Build a quality, state of the art, regional transportation line
- Minimize construction impacts including, but not limited to, traffic impacts associated with the diversion of tractor trailers and passenger vehicles onto secondary arterial and residential streets as well as additional construction impacts discussed below.
- Plan for Safety and Security of system during project construction, anticipated future development surrounding the route, and operations through the deployment of video technology at station locations used to supplement local law enforcement.
- Minimize Noise, Vibrations and the generation of particulate matter from constriction and brake dust for all sensitive land uses, receptors and businesses with sensitive receptivity.
- Analyze housing, community development and recreational opportunities at staging and parking sites for the project.
- Promote and provide connections to other modes of transportation along the route including bike and pedestrian trails as identified in local bike plans and existing walking trails and providing adequate parking for residents and workers connecting to transit.
- Analyze potential climate adaptation strategies that promote compatibility of the project with climate change over time.
- Provide adequate parking to support station location on site and/by way of satellite parking structures supporting both transit and local businesses.

Section 4 – Additional Eco-Rapid Transit Specific Recommendations:

Eco-Rapid Transit has specific comments that it suggests need to be addressed to meet the community and system needs as required by environmental law:

1. Bell Gardens and Maywood should be included in all analysis as identified in the WSAB Transit Corridor Study Area map and the analysis in pages 1-4, 1-6 and 1-7. The EIR/EIS needs to include connectivity from the WSAB stations to Bell Gardens and Maywood. Both communities need to be included in first

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mile/last mile analysis as described in the FTA/Metro/Eco-Rapid Transit/South Gate TOD SIP.

2. Impacts to the commercial corridors and businesses require a more robust mitigation program. The corridor is home to three unique historic main streets: Pacific, Bellflower and Pioneer Boulevards. Each will have significant impacts during construction that will need to be mitigated through a business interruption fund. Additional mitigation measures should be developed and implemented to effectively render potential impacts to a level of insignificance at regional shopping centers including, but not limited to, the Los Cerritos Center, Azalea and the Cerritos Auto Square during construction. It should be applied in station areas and along the entire corridor. The mitigations outlined in COM-1, Pg. 4-632 and Appendix CC are insufficient to support these business districts and help them thrive long enough to welcome new business once the line is opened. For example, allocate funding and technical expertise for a community-based marketing, branding and outreach initiative similar to Go Little Tokyo, that is specific to unique main streets such as Pacific Boulevard in Huntington Park, to support local businesses during the construction period. Create programs with the local businesses to support them including similar to the Crenshaw/LAX transit Corridor Community Benefits Program.
3. Similarly, as stated in the Draft EIR/S, large portions of the project are in heavily industrial areas. Manufacturing and distributing goods mean there is significant goods movement throughout the street system by way of large tractor trailers. The impacts to the movement of goods will result in the diversion of tractor trailers onto adjacent arterial and residential streets that are not designated for such traffic thereby resulting in the adverse traffic impacts that are not addressed. Additionally, changes to the streets, freeway access, turns all affect truck traffic—their ability to move through the area and the time it takes for them to travel through the impacted Study Area must be analyzed in greater detail. There needs to be discussions with local municipalities about designating alternative truck routes so as to minimize impacts to the respective communities and local businesses to ensure their needs are met during construction and after operations commence.
4. Additionally, in Appendix CC, 5-12 it states that one of the consequences of construction will be the relocation of businesses to other parts of the county. Businesses thrive in areas where resources and labor are available and where their customer base exists. Just because there may be buildings that can house a business elsewhere, does not mean that the subject business should be relocated outside of the jurisdiction nor that they can survive in that new location. A specific business relocation plan needs to be developed that requires businesses to be relocated within the original jurisdiction, to the extent that is feasible. If such an option is determined infeasible, then a market analysis should be conducted to determine the most suitable

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relocation property. Loss of businesses means the loss of jobs and potential sales tax revenue for the local municipality. This is an especially difficult impact for this EJ area. Part of the mitigation plan should include local worker hiring and training as well as a plan to utilize local minority business enterprises.

5. Metro should conduct an objective feasibility assessment, as requested during the Initial Study, comparing above grade and below grade options at 183rd Street and Gridley Road located in the cities of Cerritos and Artesia. The assessment should examine engineering, design and cost factors as part of this analysis. This should be an open process with concurrence and participation from Gateway Cities COG, Eco-Rapid Transit and the cities of Artesia and Cerritos.
6. Eco-Rapid Transit supports options, previously discussed publicly, for the potential development of two future stations: (1) at the Rio Hondo Confluence, and (2) in Cerritos between Studebaker and Gridley. While we understand the difficulty of including these stations in the current analysis, we do believe that the current design and analysis must not preclude the potential for these stations to exist in the future. Accordingly, Eco-Rapid Transit request that an environmental assessment be prepared as a supplement to the WSAB EIR/S in order for the Rio Hondo Confluence and Cerritos stations to exist at the discretion of the respective local municipalities.
7. Addressing issues of handicapped accessibility, visual blight, neighborhood barriers and sound, Metro should look at new technologies that improve the sustainability and lessen the environmental impact of the transit project, including assessing a low floor vehicle option, wireless charging/electric generation and high resilient rail fasteners. With the exception of Baltimore and LA Metro, all of the other light rail transit systems in the United States and Canada operate low floor vehicles. Since the WSAB line is not proposed to be interconnected with any other Metro light rail lines, this line could use newer technologies without interfering with the existing system. Additionally, throughout the world transit is switching to more energy efficient and sustainable models including electricity generating braking with station charging, which lowers the cost of operations, reduces the number of electric substations required along the route and may provide sufficient electricity to power the station areas themselves. This also would eliminate the need for the catenary system, reducing visual blight and costs.
8. Declaring that the entire line is an Environmental Justice (EJ) Corridor, so any negative impact is not of significance, since the entire corridor is treated the same, is an oversimplification of facts and a misreading of FTA's EJ rules. The development of this corridor should be provided the same amenities as other

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transit corridors that are not considered EJ. The entire WSAB Transit Corridor Study Area (as illustrated in Figure S-1. WSAB Transit Corridor Study Area) should be analyzed as an Environmental Justice (EJ) Corridor. Metro's own goals for working with EJ communities is to strengthen the networks and create opportunities for the EJ communities to work with Metro for their improvement. This "study" does the opposite of the goal. It does not recognize that a community is designated an EJ community because it has significant environmental issues. Every impact in an EJ community that negatively changes the environment is significant.

9. FTA and DOT's guiding EJ principles include: the desire to avoid, minimize or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects on minority populations and low-income populations. Doing so will help prevent the denial of, reduction in, or delay in the receipt of benefits by minority and low-income populations. The current EJ analysis and lack of adequate mitigations does not accomplish this identified principle.
10. Housing is a critical issue for Los Angeles County. The county cannot afford to lose a single residence. Where it is necessary to acquire residential property to construct this transit line, it is also critical to recognize these lost housing units cannot just be lost. One cannot agree with the statement on 4-35 that "there is sufficient replacement housing" in the county. Additionally, this section 4.3 also states the number of occupants incorrectly. The density of individual's living in this area is the highest in the county. Due to the cost of housing, there often is more than one family living in a single-family residence. The housing lost should be replaced by comparable housing types and affordability. This section additionally, like many other sections of the Draft EIR/S makes reference to Metro policies without providing a link to them, so it is very difficult if not impossible to evaluate the fairness to an individual being impacted by property acquisition.
11. Housing that loses its backyards may be able to exist, depending on the amount of private space lost, the loss of open space (4.3) also creates negative impacts on residents. These communities are park poor. Removing the backyards further impacts the requirement for private open space. Similarly, removing trees, that help reduce the heat island effect in urbanized areas and create more livable neighborhoods adversely changes its character. Several of the cities have been working hard to plant trees to improve air quality and address climate adaptation in their communities. It is recommended that each tree removed, be replaced with two comparable trees deemed most suitable for the placement with corresponding upkeep until such trees are fully established. It is important for the communities and will help mitigate the corridor's impact on the environment.

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12. Metro should work with Eco-Rapid Transit, Gateway Cities COG and the Gateway Cities City Manager Technical Advisory Committee (TAC) to expand the definition of the local 3% contribution to include the planning and projects of cities that they have undertaken in anticipation of the development of this line. Cities and government agencies have been working together for over 20 years in anticipation of this project as evidenced by Caltrans improvements on the I-105-Freeway as well as related improvements along the corridor completed by local municipalities that support the WSAB. These planning and implementation costs incurred by cities should be included in calculating the local 3% funding contribution. An additional issue of fairness and equity is that Gateway Cities should only pay the 3% local contribution for the portion of the line directly adjacent to Gateway Cities. The City of Los Angeles should cover the Los Angeles portion of the line. An example of how this was done in the past is illustrated in the example of Inglewood and Los Angeles along the Crenshaw Line.
13. Whichever Maintenance and Storage Facility is chosen, it needs to be developed in a manner to reduce the impacts on the surrounding neighborhoods. This includes a landscape buffer, rails and connectors that reduce sound, quieter signals and sound proofing of maintenance building to reduce overnight sound. Earlier discussions with the Metro Maintenance Supervisor also indicated possibilities of joint recreation development of the site. Metro staff presentations have included pictures of the Santa Monica Maintenance Facility, yet the EIR/S says the improvements pictured – landscape buffering, parklike land, etc., will not be done at this facility. This is misleading. The WSAB Maintenance and Storage Facility (MSF) is adjacent to housing and commercial businesses and should include every mitigation that the Santa Monica Maintenance facility received. In both cases the proposed MSF facilities would be situated on open space that was used as a community gathering space. These are important community assets that will be a significant loss.
14. During Metro's public hearings and community meetings an estimate for cost of the Staff Preferred Alternative was shown to the public. It was primarily made up of Measure M funding that has already been secured and this prior identification of funds was used largely to justify choosing Alternative 3 as the Staff Preferred Alternative. Focusing solely on funding that Metro already has identified for the project not only locks in a lesser transit project but it eliminates the potential for Metro and/or other municipalities or entities to secure money for additional phases of the project that do not yet have identified funds as well as possible TOD and recreational opportunities that may only be feasible if they are included in the Locally Preferred Alternative analysis. For example, if housing funding was used to acquire some of the staging properties identified for the project with the commitment that the land would be used for residential purposes after construction then



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transportation funding that must be used only for transportation purposes would be freed up to be used for other amenities and transportation features along the line. Another example could be if all identified (and potential satellite) parking sites were made into parking structures with recreational facilities on the top of the structure, transportation money could be combined with funding for recreational facilities to assist with acquisition of sites and promote recreation that could be accessed through transit.

The following comments have been prepared by Eco-Rapid Transit in accordance with the National Environmental protection Agency (NEPA) and California Environmental Quality Action (CEQA) law to effectively reduce any potential adverse impacts associated with the Metro-proposed WSAB project to a level of insignificance.

The following are specific comments by Section and Page.

Executive Summary

S-3 – Eco-Rapid Transit supports Alternative 1 (Los Angeles to Pioneer Station) and Design Option 2 (Addition of Little Tokyo Station)

Purpose and Need

1-3 Eco-Rapid Transit concurs with Metro's assessment regarding project need. The corridor has:

- High population and employment densities
- High number of transit dependents
- Environmental justice communities along most of the corridor from Little Tokyo through most of Gateway Cities.
- Significant goods movement activities along the entire corridor
- Significant increases expected in travel demand
- Operates with a constrained freeway and arterial system
- Limited travel options
- Limited connections to the Metro and Regional Rail System
- Limited Transit investment

The West Santa Ana Branch light rail transit project supports a high number of environmental just communities and rights a wrong that should have been addressed many years ago.

Page 1-4 Eco-Rapid Transit concurs with Metro's Project Goals:

- Goal 1: Provide Mobility Improvements
- Goal 2: Support Local and Regional Land Use Plans and Policies
- Goal 3: Minimize Environmental Impacts
- Goal 4: Improve Cost Effectiveness and Financial Feasibility
- Goal 5: Promote Equity

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Page 1-4, 1-6 and 1-7 – Eco-Rapid Transit concurs with Metro’s identification of the existing study area. The EIR/S changes the boundaries of the Project Area from 50’ to 1 mile, without a real explanation as to why the impacts would change to a smaller area, especially during construction. On page 1-5, Section 1.3.1, Metro identifies the cities of Maywood, Huntington Park, Cudahy, Bell Gardens and South Gate as multifamily neighborhoods. Eco-Rapid Transit believes that the City of Bell should also be included on this list. Eco-Rapid Transit concurs with Metro that the study area maps on page 1-6 and 1-7 identifies the study area and shows significant population and employment density in the corridor.

Page 1-9, Figure 1-4 Activity Centers - The figure and analysis are missing important activity centers in the corridor such as Pacific Boulevard in Huntington Park, Bicycle Hotel and Casino in Bell Gardens, the Columbia Memorial Space Center in Downey and River LA recreation area along the Los Angeles River.

Alternatives Considered/Project Description

Page 2-15, Figure 2-2 – Eco-Rapid Transit appreciates the inclusion of High-Speed Rail from Burbank Airport to Union Station and the Link Union Station Project. Is the LA Streetcar project included in the analysis? This could potentially connect Broadway, 7th/Metro and 7th/Alameda together and provide Downtown Los Angeles connectivity with a proposed Alternative 1 alignment to Union Station.

Transportation

Page 3-72 When was the parking study conducted? Parking analysis conducted as part of the Near-Term Scope and Metro TOD SIP seems to be missing. There is a conflict between this study, prior studies and experience. Additional parking study to determine accurate parking demand is needed. Metro also needs to analyze the potential for joint development opportunities for all parking sites, the potential for satellite parking sites, and amenities for parking (and TOD development) using the Metro/Eco-Rapid Transit report, Transit Oriented Development Strategic Implementation Plan (TOD SIP) and comparable examples such as at the South Pasadena Mission station, the Pasadena Del Mar station and the Claremont station. Any additional parking demand uncovered in a more adequate parking study should be provided to prevent severely impacting transportation in the cities most in need of parking or drawing additional parking to station areas.

Page 3-73 The parking analysis claims that the parking occupancy numbers were gathered during observations made during peak parking periods. According to information in the Appendix, the parking analysis in the corridor was conducted at various times Tuesday through Friday in September, 2017, therefore claim that the parking occupancy information was gathered during peak parking periods is false and is not acceptable for any parking study. The parking study should include morning, mid-day, afternoon and evening parking counts. It should be conducted on a weekday (Tuesday, Wednesday or Thursday) and weekend (Saturday or Sunday). It should account for specific local conditions. It should include public and private parking in the station area (current and future, FY2042).

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Page 3-78 The statement that there will be no parking spillover because no transit parking is provided does not make sense and is not backed up by any parking analysis in this report. Use of street parking may still be considered as spillover and must be calculated and mitigated or the analysis is inadequate.

Page 3-105 Parking monitoring is not adequate. The parking monitoring system needs to be based upon a set of guiding parking principles agreed to by Metro and the local jurisdictions. It should be a comprehensive on and off-street parking analysis by block, station area and for the corridor. This allows use of parking resources at various stations to meet Metro parking demand. The monitoring system should be inclusive of all parking users and not focus only on Metro customers. It must include and yet not be limited to visitors, customers, employees, residents and Metro commuters. It must analyze and reduce potential parking spillover issues, especially in existing residential neighborhoods.

Affected Environment and Environmental Consequences

Page 4-3, Table 4.0.1 - The Safety and Security thresholds in the environmental document are not substantial enough (Section 4.1.1.1, pg. 4-3 table) - 100 feet is too little to adequately address safety concerns - 0.25 mile is 1,320 feet so 100 feet is barely over 0.01 mile. Safety and security is important during construction and in the station areas. The feasibility of patrol in every station should be assessed, both during construction and operations.

Page 4-9 - It appears analysis checking for consistency with local plans looks primarily at general plans and bicycle plans but no CAPS or otherwise local master plans/development plans (Table 4.1.4). All adopted land use documents pose potential conflicts with the project and should be analyzed.

Page 4-11 - WSAB provides important access to jobs and institutional/public facilities, medical facilities and recreational uses.

Page 4-13 to 4-29 - Acquisitions and Displacements. Any acquisition that is not specifically for realignment, rail, or a station should be analyzed for the potential to later be used (even if shared) for housing, recreation (active and/or passive), economic development, and parking replacement.

Page 4-17 - Eco-Rapid Transit and Metro approved the transit-oriented development strategic implementation plan (TOD SIP). This is an important document that provides policy direction in the corridor. In addition, the City of Huntington Park's General Plan Update includes Target Areas for Transit Oriented Development (TOD) to be reflected in table 4.1.4 under "Policies for compact and denser development, including TODs".

Page 4-17 - The alignment for Alternative 1 has no impact making it an acceptable choice for the Locally Preferred Alternative (LPA).

Page 4-18 - Eco-Rapid Transit believes that the removal of parking and lack of commuter parking in Huntington Park and Downey can have serious and significant impacts in communities that already suffer from parking impacts. Much of the neighborhood near the Huntington Park stations are overcrowded with multiple families sharing housing. Many of these families have multiple cars and struggle to find parking spaces for their vehicles. At Gardendale, Eco-Rapid Transit and the City of Downey anticipate future development efforts will require additional parking, with the number of boardings higher than that projected in the Draft EIS/EIR. There is a need to consider the impact of Metro commuter parking at this site to prevent

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residential spillover into both Downey and Hollydale (in South Gate). Hollydale is adjacent to the Gardendale station. This is also an issue at the Pioneer Station in Artesia. As indicated in the EIS/EIR study, the Artesia terminus station does not have sufficient commuter parking, in an area that is already deficient in parking spaces.

Page 4-18 - In terms of station design, what will be the experience of the rider when they emerge from the station? (Was that experience analyzed for impacts?)

Page 4-19 - Street closures. The document suggests no division to community and no affect because access is still possible despite permanent road closures – what would that actual affect be?

Page 4-19 – Barriers. What specific impacts to truck traffic for turning restrictions? Actual design of barriers – visual blockage? How will this be mitigated?

Page 4-19 and 4-20 - Pedestrian Bridges. Demolishing an aerial bridge and replacing it with an underground tunnel might have safety and security impacts that need to be mitigated/avoided/minimized. Metro is responsible for the change, not the school district, so expenses incurred for an increased need in safety and security should be incurred by Metro as a proper mitigation.

Page 4-20 - Property acquisitions. Why are there any partial property acquisitions? A property owner cannot be made whole when there is only a partial acquisition.

Page 4-22 - Potential in Alternative 1 to get mitigation funds to pay for bike plans for cities of Huntington Park, Cudahy, South Gate and Bell. Including this in the LPA and environmental analysis allows these cities increases in opportunities to secure funding for their bike plans and projects, e.g., eligibility for infrastructure grants.

Page 4-27 and 4-28 - Maintenance Facility. The MSF proposed in Paramount is less than ½ mile from Paramount High school, this could possibly affect traffic (bike, ped, car) along Rosecrans. Additionally, this is a community gathering space; resource that will be removed and there is no indication from the Draft EIR/S regarding replacement. There is no discussion of appropriate buffering from the residential neighborhoods.

Page 4-27 and 4-28, Figure 4.3-16 - Maintenance Facility. MSF in Bellflower. The stretch of property adjacent to Virginia Avenue (current BMX and northern recreational area) could easily be turned into a park to buffer the MSF from the adjacent residential uses. This was done at the MSF in the Los Angeles/Santa Monica area and should be analyzed and considered here. Also, it would be good to look into what funds might be possible to be used here like Quimby, rails to trails, etc. so that Metro is aware of possible funding and/or savings for this component of the project and since financing is part of the project goals.

Page 4-30 – Above grade alignment at certain locations could divide established communities. Some of the communities may prefer columns over berms and walls to reduce physical barriers.

Page 4-30, 4-31 & 4-37 - Acquisitions and Displacements. Tables 4.3.3 and 4.3.4 only represent the permanently displaced based on aerial structures, stations, TPSS sites, and grade crossings. There needs to be analysis on how many businesses (and employees) are likely to experience business interruptions during construction. Also, a table illustrating this analysis of business interruption needs to be introduced by alternative alongside the previously mentioned table.

Page 4-35 - Acquisitions and Displacements. The City of South Gate, as well as the nursery business owner, should be consulted about potential viable replacements should the nursery business be displaced. Additionally, there should be analysis that

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accounts for residential displacements for residents currently living in rent-controlled units and relocation to market-rate units.

Page 4-35 - Communities and Neighborhoods. The SCAG 2016-2040 RTP/SCS is the document used for thresholds and goals. Did the smaller cities provide updated information to SCAG for this document? Is it accurate? It is not uncommon for smaller staffs to rely on larger entities to update information even if it is not the most up to date information. If it is not the most accurate data, Metro should ask cities to provide the most up-to-date accurate information to be plugged into the analysis so that proposed mitigations address the most pertinent impacts.

Page 4-35 and maps on page 4-37 - Communities and Neighborhoods. Do any of the stations pose a problem in cities based on access and mobility? Does the station reinforce community character and cohesion and how was this analyzed in the environmental document? Was community stability on a station by station analyzed? Access and mobility can mean parking provision, at grade crossings, turning restrictions, street closures and vehicle delay at intersections. Was analysis of this conducted for all traffic such as truck traffic and increased passenger traffic traveling to station parking areas?

Page 4-38 & 4-40 - Acquisitions and Displacements. 188 partial acquisitions (Table 4.3.1) for Staff Preferred Alternative 3. This far exceeds Alternative 1 with only 20 partial acquisitions. This is a great difference when it comes to construction interruption of residents lives and permanent changes to residential property.

Page 4-40 - Lack of commuter parking hurts access to stations in Huntington Park and at Gardendale and will impact neighborhoods from parking spillover.

Page 4-41 - Acquisitions and Displacements. Alternative 1 - no displacements of residents and only 1 business displacement (23 employees) with Design option 2. The Preferred Staff Alternative 3 would displace approximately 65 businesses (352 employees). Additionally, The City of Bellflower, as well as the sports park and BMX complex business owner, should be consulted about potential viable replacements should they be displaced.

Pages 4-41, 4-44 and 4-47 - Analysis of impacts to access and mobility, and community character in the Huntington Park Station Areas need to include impacts from the proposed design to existing pedestrian amenities such as wide and comfortable sidewalks, and existing street trees. Provision of minimum requirements and clearances for pedestrian access will not suffice in station areas, and areas of existing high pedestrian volume and/or distinctive community and main street character such as Pacific Boulevard and Randolph St in Huntington Park. Preservation of existing pedestrian amenities will need to be prioritized, or replaced in-kind and included in the analysis. In addition, the proposed designs of station areas need to ensure best-in-practice strategies for first- and last-mile connectivity improvements. Page 4-56 - Since 87 to 89 percent of the residents have lived in their homes for more than one year, they are living in stable, existing residential communities that will need to be protected from potential environmental consequences. This is particularly important as we address both parking spillover and cruising for parking in stable neighborhoods that can exacerbate already poor air quality and traffic conditions in the residential areas surrounding the WSAB stations.

Page 4-42 - Acquisitions and Displacements. Phasing acquisition of a single site only helps Metro with relocation activities and does not reflect the complete scale of the business disruption created for those properties with special location considerations. This is not a sufficient mitigation for the difficulty created by having special

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replacement needs. Consultation with the cities and property owners, with binding mitigation, would allow the property/business owners to determine what best meets the needs of their business(es).

Page 4-43 Acquisitions and Displacements. Displacement of businesses resulting in some permanent job losses by employees needs to be better mitigated by Metro. Offering to "coordinate with the appropriate jurisdictions regarding business relocation" does not guarantee job placement for employees with job losses. Job losses due to the project must be replaced with a concrete strategy articulated by Metro in the environmental document in order to illustrate that the problem created is completely addressed.

Page 4-46 - Acquisitions and Displacements. Having a MSF located directly adjacent to residents places noise, vibration, aesthetic, and potential air quality impacts on residents, many of whom may be considered sensitive receptors depending on health considerations and age. A landscaped and/or other aesthetically pleasing noise and air quality buffer between the MSF and residential uses must be present to offset these potential impacts.

Page 4-48 Visual and Aesthetics. Viewer sensitivity is a subjective threshold and is insufficient in determining the full extent of whether or not a visual or aesthetic impact is potentially created. Adhering to a similar scale, mass, form and lighting level does not address aesthetic degradation of a site when changes are made by the project. Also, compatibility with the visual character of a highly urbanized area is further inadequate in determining a potential significant impact in the area of visual and aesthetics. For example, the introduction of an aerial alignment rail may be considered compatible in visual character to an urbanized area but to a residential property owner who once had a view of the open sky and now directly faces a concrete railway, a dramatic impact is created. Treatment to railways visible to any residential property should be included as aesthetic mitigations. Strategic landscaping to preserve privacy for businesses and residents should be included as aesthetic mitigations. Landscaping stations and striving to make those stations aesthetically pleasing is a start in mitigation but is not sufficient in totality of mitigating visual and aesthetic impacts along the line in its entirety.

Page 4-49 - Visual and Aesthetics / Historic. The Navens Horse Stable needs to be analyzed as a scenic resource and views of it as scenic vistas. It is listed as a place of historic and cultural property and should not be discounted simply because of the materials that are standardly used for horse stables. Views of the horse stables contribute to the cultural character of the area and must be considered and mitigated when it comes to being a scenic resource.

Page 4-52 - Visual and Aesthetics. Section 4.4.2.3 Visual Character and Quality lists the categories analyzed and taken into consideration for each district. Suburban Residential Landscape Unit, and suburban Residential Units are mentioned in this section. However, when analyzing Figure 4.4-1, these categories are not included and are only included in 3 segments of Figure 4.4-2. Huntington Park, Bell, Cudahy, South Gate, Paramount, Bellflower, Artesia and Cerritos, as well as adjacent cities, should all be considered under the Suburban Residential Landscape Unit as the properties within less than a mile from the line are all part of a suburban development, often largely residential, that happens to have high density. The higher density of the population does not and should not negate the suburban development and character of these cities along the project line.

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Pages 4-53 to 4-57 - Visual and Aesthetics. Table 4.4.2 often characterizes the visual quality of the area as "inharmonious, disorderly, and incoherent." These are often the mix of land uses, and the character areas in environmental justice communities are described. Metro should not discount the need for visual and aesthetic mitigations along the entire line because of its determination of the visual quality of such an area. Landscape buffers and visual treatments should be incorporated into the entire design and elements of the project, such as berms, columns, rail, and other planned improvements, to address the aesthetic impacts created by the project and improve the visual quality of the area, not simply replace like for like aesthetics, especially in environmental justice communities.

Page 4-57 Visual and Aesthetics. Eco-Rapid Transit believes the cities should be empowered by Metro to weigh in on how they want individual station treatments to be handled as mitigations in visual and aesthetic impacts.

Page 4-63 - Acquisitions and Displacements. Does Metro have an officially adopted internal acquisition and relocation policy? If so, what is it? It isn't sufficient to quote the law. There needs to be clear details on the process. For example, in relocation, how is FF&E handled, moving logistics as well as moving expenses, comparable location not just comparable compensation, etc.

Page 4-64 - Acquisitions and Displacements. Section 4.3.1.2 states "The purchase of an easement is accomplished through a one-time payment and an easement deed is recorded" This does not speak to how the easement will be maintained. Further, earlier in this section it is noted that there may be temporary easements. In Metro public presentations, the example of a sound wall as a temporary easement where the sound wall was constructed on private property under a temporary easement and once constructed the "property" was returned to the property owner. There is not discussion about maintenance or the type of long-term impact this may have on a property. To state that the property is still "economically viable" could mean it's worth more than zero but does not acknowledge the loss of property value due to the improvements introduced by Metro.

Page 4-65 - Acquisitions and Displacements. The paragraph that began in the page prior states that in order to satisfy NEPA property displacements were evaluated to determine if the use was no longer possible after project implementation. It does not speak to the lasting effect on that particular use. An example, a residence may still be feasible for residential uses and purposes but if the outdoor recreational space is compromised then the quality of the residential space is compromised. The quality of life or quality of land use performance and how it is affected (not whether it is simply possible or not) needs to be analyzed and compensation and/or relocation needs to be determined based on the totality of the effect on not just the use but the overall quality of life or use itself.

Page 4-66 - Acquisitions and Displacements Why isn't there a table showing construction impacts on acquisitions and relocations, why are only permanent property acquisitions represented? Without a synthesis of the construction impacts on acquisitions and relocations, it is more difficult to analyze the impacts of acquisitions and relocations during the time of construction which is likely to last years.

Page 4-67 - Can design considerations near the I-10 freeway be reexamined to reduce property purchases? This could result in substantial cost savings for the project.

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Page 4-150 – Sound Walls in the Pacific/Randolph and Florence/Salt Lake Station Areas. The Huntington Park Bicycle Master Plan includes a proposed Class 1 Bike Path along the ROW on Salt Lake Avenue that would create additional first/last mile connections to the Florence/Salt Lake station from the surrounding residential communities. Constructing 8-foot-tall sound walls on both sides along some sections of the rail ROW per Metro’s current design would create an unsafe condition for a future Class 1 bike path that will be visually cut-off from the surrounding development. Can the location, extents, and design considerations for the proposed sound walls along Salt Lake Avenue be reexamined to facilitate options for safe bike connectivity along this corridor? Additionally, the design of the sound walls disconnects the neighborhoods and create an unsafe environment and potential blighting influence.

Page 4-154 – Image 4.4-7 in the conceptual rendering indicates three sets of fences separating both the Light Rail line and the freight rail line in the proposed configuration (the existing condition with the freight rail does not have a fence currently). A single fence designed to maximize visual connections across both sides of the street could suffice to prevent pedestrians from trying to cross the tracks and enhance public safety, while too many fences will potentially create a hostile and unwelcoming urban environment. The fences used, should be designed to encourage, connectivity of the neighborhoods and utilize landscape design to lower sound and lessen environmental impacts.

Page 4-175 - Metro should reconsider the pros and cons of retaining walls versus columns at 183rd and Gridley.

Page 4-180 – The Pioneer Station needs to be designed to accommodate more than cars. The scale of the number of parking spaces needed and lack of the parking structure to accommodate additional uses may be prohibitive and unless properly addressed at a local level by the City of Artesia and will negatively impact potential development opportunities in the station area. The lack of sufficient parking for the terminus station, in addition to the closure of 187th Street, will inevitably result in residual adverse impacts to residential neighborhoods and local businesses in the downtown Artesia area as well as adjacent land uses located in the City of Cerritos. Therefore, additional satellite parking structures should be constructed in a manner to support the parking demand while supporting future commercial development. The parking structures should be designed to accommodate more than just Metro commuters, especially on evenings and weekends. Also, the current design plan shows a plaza located south of the station and adjacent to the parking structure. A public plaza to the north of the future station, not hidden to the south, is essential to provide visual and physical connectivity between the station and Downtown Artesia necessary to maximize the station’s potential.

Page 4-189 - Visual and Aesthetics. Lighting located in a manner to protect businesses and residents from glare is essential in aesthetics mitigation. However, the level of lighting and placement of lighting must also reflect the safety and security needs along the alignment and station areas and transitions to station areas. Not introducing a lighting source in an area to avoid an aesthetic impact may create a safety and/or security hazard. For example, if a column is placed along the alignment but no lighting is placed underneath it so as to avoid an additional light source creating an aesthetic impact, that darkened portion of the property may become a problem both for keeping pedestrians off the alignment or for security of individuals who could then be subject to crimes. Studies indicate that lower levels of

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lighting are more often greater areas of crime. Therefore, Metro should consider placing new sources of lighting in areas that could pose potential crime or safety issues and mitigate the aesthetic impact through placement and direction of the lighting itself. Thus, both sets of impacts are mitigated.

Page 4-190. Visual and Aesthetics. Wayfinding signage needs to be included in the development of any design standards used for the project and incorporated into all station areas with content directed by local municipalities and business owners (VA PM-1). If consistency with MRDC and Systemwide Station Design Standards do not include landscaping along the route itself, then this mitigation is inadequate. There must be treatments. Landscaping at the Bellflower MSF Site Option needs to augment existing landscaping at a minimum, as mitigation because the existing landscaping buffer is for a much less intense land use on the site (VA PM-5).

Adhering to local zoning is not sufficient as an aesthetic mitigation, improvements should be subject to design review for affected local municipalities (VA PM-6); and Lighting should not be avoided as new sources but should be located and directed in a manner that is both aesthetically pleasing as determined by local entities and provides safety and security in darkened areas along the project (VA PM-7).

Page 4-191 - Visual and Aesthetics. Views of historic and cultural resources should be considered and analyzed as scenic vistas along the corridor.

Page 4-192 - Visual and Aesthetics. The CEQA requirement for determining if the Project would degrade the existing visual character or quality of the site and its surroundings does not qualify whether or not the Project is in an urbanized area (Checklist in Appendix G). To create a double standard for degradation of the site and its surroundings is to ignore potential Aesthetic impacts created by the project. It is not enough to avoid conflicts with applicable zoning and other regulations. This is addressed in analysis of Land Uses. The impact on the scenic quality of a site and/or its surroundings must meet a higher standard. One recommendation is to create a design review committee (using the Public Art policy Metro already employs, as a model) made up of local stakeholders to review potential aesthetic treatments wherever there is an aerial alignment, views from residences, station wayfinding signage, and view corridors to cultural and historic properties. The treatments agreed upon by such a committee should be binding. This is one possible mitigation strategy Metro can employ.

Page 4-193 - Eco-Rapid Transit recommends the inclusion of local artists from the impacted communities. This can be done by working with the local jurisdictions in the community.

Pages 4-193 to 4-196 - Visual and aesthetic impacts must be analyzed for the entire route, not just the station areas and/or areas called out by Metro. Any time the line is visible, a screening mitigation, special treatment, or potential visible impact to be mitigated needs to be considered.

Page 4-197 - Visual and Aesthetics/Safety and Security. Providing lighting only within the areas of the MSF may avoid potential source of glare issues but it might also create new safety and security impacts. The mitigation of aesthetics should not create impacts in the areas of safety or security. Both must be analyzed together.

Page 4-198 - Visual and Aesthetics. Does the project as proposed meet SCAQMD standards? (Even when cumulative impacts and existing conditions are taken into consideration?) Because if not, the project will be unable to secure federal (possibly state/local) funding for the project and that is contrary to the project goals. Do they meet the regional significance thresholds (need mitigation to meet)? Additionally, a

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threshold for establishing potential significant impacts on odors needs to be established. One possible threshold Metro could use to mitigate odor impacts could be to provide a reporting mechanism by which if an odor source with five (5) or more confirmed complaints in the new source area over the period of one year is considered to have a significant impact on receptors and must be mitigated through odor elimination monitoring and established strategies of odor elimination.

Page 4-218 - Eco-Rapid Transit recognizes the importance of regional connectivity, transit ridership and a decrease in VMT. It provides more access to regional employment opportunities.

Page 4-226 - Air Quality. Alternative 1, Option 2 would reduce daily VMT by 218,500. Design Option 2 would decrease road dust emissions in direct correlation with VMT, impacts related to operational odors and dust would be less than significant and mitigation would not be required (not sure how odor impacts are less than significant when no odor threshold is being used). The significant VMT reduction should be taken into account when deciding upon the LPA since it has a great air quality impact advantage over the Staff Preferred Alternative 3.

Page 4-227 - Greenhouse Gases. The DEIS/EIR states that Metro has developed policies toward controlling GHG emissions but does not specifically state it will adhere to the policies that have been developed (adopted was not the work used which may imply these are considerations only and not adopted actions).

Page 4-228 - Greenhouse Gases / Air Quality. The study area for GHGs is six counties under SCAG jurisdiction. This would seem to dilute any meaningful analysis of GHG impacts created specifically by the project. Further, there seems to be an emphasis on substantially reducing VMTs in order to address GHG emissions yet the Staff Preferred Alternative 3 has greater VMTs than Alternative 1, Option 2 which would make Alternative 1, Option 2 more advantageous as the Locally Preferred Alternative (LPA) as it pertains to GHGs (and air quality).

Page 4-230 - Greenhouse Gases. If automobile exhaust is a majority contributor to GHG emissions then what role does truck traffic play?

Page 4-232 - Alternative 1 reduces more GHG than other options because of its regional connectivity. This needs to be acknowledged in the environmental document and should be used to support the selection of Alternative 1, Option 2 as the Locally Preferred Alternative (LPA).

Page 4-235 - Greenhouse Gases. The DEIS/EIR states that "Although SCAQMD has regulatory role in the South Coast Air Basin, it has not adopted or proposed any quantitative thresholds that would be applicable to the proposed LRT corridor" yet projects that do not adhere to SCAQMD thresholds may not be eligible for future funding. So, it would appear that the SCAQMD quantitative thresholds are very applicable to the LRT corridor if Metro has any interest in securing future funding.

Page 4-236 - Greenhouse Gases. Analysis of Alternative 1 states the alternative would generate direct GHG emissions through operations at the MSF and indirect GHG emissions through energy use (for operations). However, the analysis of Alternative 3 (the Staff Preferred Alternative) states there is no direct source of emissions because it excludes the MSF. The inclusion of the MSF in analysis for Alternative 1 and exclusion of the MSF for Alternative 3 not only appears arbitrary and unscientific in approach but actually skews the claim of the analysis supporting Alternative 3 when there appears to be no material difference between direct

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emission sources. This discrepancy needs to be addressed where the same application applies to both alternatives.

Page 4-240 - Noise and Vibrations. Where does the definition put forth that "noise is generally defined as unwanted sound" come from? What is the source material or threshold? Further, the human body may be susceptible to noise frequencies the human ear cannot detect. The assertion that there is no physiological impact because the human ear may not be sensitive to a frequency may be an error and should be analyzed in the document. Also, vibration is more than just sound waves. There is a reference in the Noise and Vibrations section to what counts as operational noise and it includes items such as special tracks, bells, MSF operation, but it does not specifically state noise generated from the tracks themselves (not under special circumstances, just the sound made from the tracks). If the cars chosen for the project are not steel wheels on steel tracks, then no real analysis of what noise is being generated by simple track use has been included in this analysis.

Page 4-243 - Noise and Vibrations. Table 4.7.1 Levels of Impact analyzes impacts based only on community annoyance. There is no analysis here reflecting impacts on human health as it pertains to noise and vibration nor upon businesses (such as sound studios) which may be impacted in a manner that has nothing to do with community annoyance and more specifically in business interruption or compromise. Page 4-244. Noise and Vibrations. Clearly the FTA Transit Noise and Vibration Impact Assessment Manual is being used as a threshold due to the partnership between Metro and FTA on the environmental document. However, is this a threshold that is used in environmental analysis for any projects outside of FTA's influence? What threshold is most frequently used to determine noise and vibration impacts as it pertains to CEQA and NEPA. It is unlike that the FTA threshold is an industry standard. Perhaps a more neutral threshold that is considered across a wide range of transportation projects should be used in the analysis of impacts as it pertains to noise and vibration.

Page 4-246 - Noise and Vibrations. Again, the FTA guidance document does not appear to be a strong enough threshold to determine true vibration impacts.

Page 4-248 - Noise and Vibrations. The document states that existing noise levels were identified at sensitive land uses. However, there appear to be sensitive land uses that were not taken into account such as schools directly adjacent to the tracks. Metro should provide the inventory and clusters it used and identify which are sensitive land uses. And any sensitive uses, such as schools, churches that provide daycare services, and any other use of builds that may or may not be consistent with the land use designations along the line should be included and analyzed.

Page 4-248 - Noise and Vibrations. The document states "Ambient vibration levels were not measured as part of this study because the FTA vibration impact assessment is not based on the ambient levels but rather on the FTA Vibration Impact Criteria". Most CEQA and NEPA studies on vibrations include an inventory of ambient levels of noise and/or vibrations. Stating that the project is located in an urban center and implying that high levels of noise is a normal part of the urban environment therefore negating the need for quantified data on vibration is inadequate analysis of the existing conditions of noise and vibrations, the quantified

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increase to be expected, and how that increase in noise and vibration will be mitigated for both residents and workplaces.

Page 4-312 - Noise and Vibrations. Section 4.7.5.1 begins with what appears to be a CEQA checklist question for noise levels but the end of the question has been altered to reflect ""in excess of standards established by FTA or in the local general plans or noise ordinances" which is not from the CEQA checklist. The question to be addressed is if the project increases ambient noise levels period, not if it increases noise levels as determined by general plans, noise ordinances and the FTA. The analysis must include analyzing the increase in ambient noise and how it will be mitigated.

Page 4-314 - Noise and Vibrations. There are no noise impacts anticipated from the parking facilities, none. This seems unrealistic. The operation of a parking lot should generate some noise that did not exist prior to the existence of the parking lot. This should be looked at realistically based on the operation of a parking lot, analyzed and mitigations for minimizing any noise generated from the parking facility should be included in the environmental document.

Page 3-342 - Geotechnical / Seismic. The discussion in 4.9.2.4 should include discussion about water reclamation and how it might be captured.

Page 4-344 - Geotechnical / Seismic. Since the proposed LRT alignment crosses at least one seismic fault, what measures is Metro taking to ensure that trains are not derailed in during a seismic event (for at-grade, aerial and underground)?

Page 3-348 - Geotechnical/Seismic. When a detailed liquefaction evaluation is conducted, binding commitment to mitigate whatever is discovered out of that evaluation should be included in this environmental document.

Page 4-376 - Geotechnical/Seismic. Truck routes with vehicles carrying hazardous materials that are altered due to the project (and street closures) must be analyzed to see if they increase the risk of accident (and accidental exposure) to sensitive receptors and hazardous materials in general.

Page 4-383 – Hazards. The location and number of environmental concern sites should be used in the environmental justice analysis as justification for a larger EJ study area/corridor.

Page 4-386 – Hazards. Groundwater contamination concerns should be reviewed to see if water reclamation could help address any impacts to groundwater potentially created by the project.

Page 4-395 – Hazards. The risk of hazardous substance emissions is identical for both Alternative 1 and Alternative 3, no risk. So, choosing Alternative 1 as the LPA would have the same impacts as the Staff Preferred Alternative.

Page 4-405 – Hazards. HAZ PM-2 Disposal of Groundwater (Operational) - some of the municipalities along the line have water reclamation already in place. This should be looked at and considered as part of an incorporated strategy to mitigate disposal of groundwater during operations.

Page 4-406 – Hazards. Metro should consider (and analyze the potential for) funding to clean up contaminated soil in the project that does not require transportation money.

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Page 4-436 - Water Resources. Community stakeholders support a station located at the Rio Hondo crossing. Consideration of a possible future station at this location should be included in the analysis in this section.

Page 4-451 - Energy. The use of low floor vehicles, charging at stations only, energy generating brakes, and under carriage charging, would enable trains to be powered by more sustainable energy sources, mitigate aesthetic impacts at stations (and along the route if catenaries or wires were eliminated) and would reduce energy resource expenditures which is consistent with project financial goals.

Page 4-463 - Electromagnetic Fields. Again, charging trains at stations would eliminate electromagnetic emissions along the route and help protect potential negative significant impacts on human health.

Page 4-510 - Eco-Rapid Transit is impressed with Metro's ability to mitigate noise and integrate into the community at the existing Santa Monica Light Rail Maintenance Facility. A similar approach and design to the Santa Monica model is necessary for the selected WSAB Maintenance Facility. The same Maintenance facility construction and operations impacts exist here as they do in Santa Monica.

Page 4-525 to 4-535 - Access to parklands and recreational facilities are important in the WSAB corridor. Access to the Los Angeles River and River LA project is more than a bicycle facility. It is also an important future parkland, cultural center and recreational facility.

Page 4-539 - Parklands and Community Facilities. Salt Lake Park will have parking impacts, there is potential for a structure with a recreational field/sports facility on top of the structure which will mitigate the parking impacts and will be consistent with the Parkland use. It also opens up the possibility for funding from recreational sources freeing up transportation funds being used for the project.

Page 4-540 - Parklands and Community Facilities. Mitigation Measure LU-1 (Consistency with Bike Plans) is inadequate as a mitigation for impacts created on Bike Paths. Local entities and municipalities should not have to change their plans to match Metro. Metro should incorporate improvements and designs into the project that helps satisfy the adopted bike plans of the local municipalities. This would truly mitigate impacts and not just satisfy a law of compatibility. In the cities of Cudahy, Huntington Park, South Gate, Maywood and Bell, there are possible bike path/plan conflicts with WSAB project (potential impact and mitigations are the same for Alternatives 1 and 3). Metro is interested in providing language to all cities to alter their existing bike plans so that there is no longer a conflict. The cities are under no obligation to do so. This is why there is a mitigation and why it is considered a potential significant impact without mitigation. This mitigation measure seems insufficient to mitigate the conflicts. Metro should be proposing (and analyzing in the FEIR) mitigations for each city that enables them to fulfill their bike plans. For example, they should be paying for designs and potentially actual bike path improvements for each of these cities. Another possibility is to assist cities with securing grants to make those bike path improvements that would then be consistent with the WSAB project. This can be done and should be legally required under CEQA/NEPA (and lack of making such mitigations has the potential to affect environmental justice issues since these communities have residents often dependent on bicycles).

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Page 4-550, 4.16.5.2 - Parklands and Community Facilities. There would be no danger of the increase and deterioration of existing recreational facilities if Metro were to provide additional recreational opportunities. Additional facilities on parking sites would be one option and is worth analyzing as a mitigation option.

Page 4-555 - Economic Fiscal Impacts. The Paramount and Bellflower MSF options do "not include the construction of recreational facilities or require the expansion of existing recreational facilities." This is inconsistent with Metro's message during public and community meetings where they showed a picture of the MSF in West Los Angeles/Culver City/Santa Monica that does have a recreational facility. A recreational buffer should be analyzed and included in the design plans for the project.

Page 4-557 - Economic Fiscal Impacts. A 0.25-mile and 0.50-mile area around the proposed station areas is insufficient as the area providing data for economic analysis. This limited geography is not a reliable way to analyze fiscal information and does not reflect the true economic conditions of the areas/cities affected by the project.

Page 4-559 - The local government agencies need revenue to support local services, like public safety, the cost of which will only increase for communities with stations. The impact of the 3% local share required by Metro puts an unfair burden on our environmental justice communities.

Page 4-559 - Economic Fiscal Impacts. Revitalization of underutilized or vacant parcels, encouragement of new housing near transit center, supporting pedestrians and bike facilities, and preserving or expanding of open spaces and recreation that is referred to in the environmental document in order to be realized, must be included in the design, environmental considerations and analysis, and used to identify new funding sources that are not solely transportation funding in nature.

Page 4-561 - Economic Fiscal Impacts. Direct local hiring to fill transit jobs and indirectly as transit workers spend their earnings can only be realized if Metro commits to these measures.

Page 4-563 - Economic Fiscal Impacts. The beneficial impacts to the regional economy will only happen if Metro commits to actions that analyze TOD development, economic opportunities and employment support in this environmental document.

Page 4-564 - Economic Fiscal Impacts. Business parking losses are expected. This is an impact that needs to be mitigated and is contrary to project goals. Additional parking, parking replacement spaces, and business retention and support strategies need to be analyzed and committed to in this environmental review.

Page 4-565, Table 4.17.5 - It seems that the General Fund Revenues should be higher in Alternative 1 and 2 than in Alternative 3 and 4 because of the access to Downtown Los Angeles and other regional destinations.

Page 4-566 - Economic Fiscal Impacts. Determining the magnitude of the business displacement impact by comparing the number of employees displaced to the total employment in the areas surrounding the proposed light rail line is an inadequate analysis of how businesses will be impacted by the project. Quantifying the number of businesses (and their employees) who will have their businesses and/or jobs eliminated needs to be included in the analysis.

Page 4-568 - Economic Fiscal Impacts. If the MSF is offering new jobs, then language about local hires needs to be considered and committed to in the environmental document.

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Page 4-571 – Safety and security is important for the entire line. A successful safety and security program must be a partnership between Metro, local jurisdictions, businesses and residents. Additionally, local municipalities shall be entitled to ongoing Metro funding to offset the added cost of police services that will generated by the station areas. As with other explanation of mitigations, the study refers to a Metro policy (920-924), but does not explain the policy nor provide a link to find it.

Page 4-631 - Economic Fiscal Impacts. Impacts to businesses during construction are more significant than can be addressed by the Community Outreach Plan. There is no discussion of developing programs that meet the businesses needs or mitigate losses after meeting with the owners. More is needed than marketing.

Page 4-853 - Environmental Justice. The threshold definition of an environmental justice community must include quantifications and impacts to the human health of residents and workers in the cities identified in the study corridor.

Page 4-853 - Environmental Justice. The cities of Maywood and Bell Gardens were not included in the Environmental Justice analysis and are not considered affected by the project. These cities were included in the Metro study corridor and need to be included in all aspects of environmental review and analysis including the category of Environmental Justice. Connections between these cities and stations in Huntington Park and Cudahy need to be analyzed and included in the design for the project. Excluding the cities of Maywood and Bell Gardens is a significant negative impact to two environmental justice communities.

Page 4-854 - Environmental Justice. Environmental Justice communities are also those communities exposed to greater numbers/amounts of toxic industry than other communities. Exposure to this type of industry and human health risks in general must be made a greater part of the environmental justice analysis in the document. Page 4-866, figure 4.22-4 – Maywood and Bell Gardens should be included on this map. They both have a significant low-income, minority population.

Page 4-869 - Environmental Justice / Noise and Vibrations / Transportation / Air Quality. Metro admits to unmitigated impacts, in addition to noise and vibration, in transportation and air quality. These need to be fully mitigated.

Page 4-871 - In South Gate, parking demand exceeds the amount of off-street parking provided by the project. This needs to be mitigated to that full parking is provided.

Page 4-873 - Environmental Justice. Permanent business displacement must be fully mitigated and not just financially compensated. Metro needs to work with the local cities to reduce these negative impacts.

Page 4-875 - Metro admits to unmitigated impacts in noise and vibration. These need to be fully mitigated.

Section 4(f) Evaluation

The protections afforded under the Section 4(f) evaluation have been in many cases underestimated or are in error. For example, Paramount High School is a publicly owned resource and functions as a recreational property for the community during off-school hours. While Paramount High School is listed as a Section 4(f) property, the off-school hours recreational function is completely ignored in the Appendix BB

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analysis. Additionally, there are historic resources that are not acknowledged as needing protection under the analysis of this section.

The opportunity to leave these publicly owned assets in a better condition than prior to project has been ignored. For example, Salt Lake Park is listed as a property in need of protection under Section 4(f) yet the environmental analysis for the site states that the site will be left with insufficient parking (less than prior to the project construction and operation). Salt Lake Park is a good example of how an identified protected property can be left in a condition that benefits from the project. Increasing the parking for the park while providing new additional recreational facilities on top of the parking has not been evaluated. Such an improvement should be considered, analyzed and evaluated under this section.

Greater access to historic sites along the different alternatives has not been identified as possible greater benefit under Section 4(f). For example, easier accessibility to El Pueblo De Los Angeles State and Historic Monument from the

The Gateway Cities COG area could benefit from the state park through increased revenues and donations resulting from greater awareness of the historic resource. The analysis in Appendix BB is inadequate and the conclusions made in the DEIR/EIS as it relates to Section 4(f) are at best inaccurate and in many instances short sighted of the opportunities available to improve Section 4(f) properties.

Evaluation of Alternatives

Page 6-2 – How does the short line in Alternative 2 impact ridership? How does it impact the ability to compare ridership on Alternative 1 versus Alternative 2? While it costs \$100 million more as part of Alternative 2, how would it change ridership if a short line was also proposed as part of Alternative 1?

Page 6-6 – Eco-Rapid Transit believes that there should be greater economic and community benefits for the entire line if the line goes to Downtown Los Angeles (Alternative 1 and 2) rather than stopping at Slauson (Alternative 3). Please explain your statement.

Page 6-13 – Does Metro have a more detailed explanation and a list of community groups opposed and those in favor of the Little Tokyo station? Eco-Rapid Transit has heard from a number of groups within Little Tokyo in support of the station.

General Alternatives Comment – For Alternative 1, Design Option 2, Little Tokyo is by far the primary transit ridership station. It is the station that would be used to not only access Little Tokyo, but also the Government Center in Downtown Los Angeles. Without this station riders have to transfer to Dow and destinations along the Gold Line going through East Los Angeles. This is one place that would require a below grade station. Cities and stakeholder groups have been working closely with Little Tokyo community members and the Industrial BID through this process (since 2009). Alternative 1, Design Option 2 should be chosen as the Locally Preferred Alternative.

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Page 7-12 – The City of Maywood is also part of the Gateway Cities City Manager TAC and has attended their meetings.

Page 7-19 – Eco-Rapid Transit would like to see the Downtown Los Angeles survey, survey methodology and be provided more qualitative and quantitative analysis. An appropriate survey should include information related to population, sample size, sample design, data collection and potential sampling error. It should minimize sampling error and present data with a minimum of potential biases.

Areas of Concern

Many of our cities have the highest densities in the region. For example, Cudahy's density per acre is nationally second, only to Manhattan, Huntington Park is not far behind. All changes to the infrastructure impact their already taxed systems and facilities. The cities have reached their capacity to serve any additional increases in residences and demands on infrastructure. Any changes made by the project must address these local needs.

Eco-Rapid Transit is also concerned with safety and security of the entire WSAB project. It is important that Metro has detailed and clearly articulated plans to work with our cities and local law enforcement with the intention of eventually entering into an MOU with Metro so that there is an understanding of the roles and responsibilities. For example, this can include when someone calls 911 and crosses jurisdictional boundaries in the corridor. Metro needs to work with our cities to cover the additional policing costs anticipated with this project.

Eco-Rapid Transit believes that Alternative 1, Design Option 2 provides the best scenario for attracting state and federal funding as well as interest from the private sector. As with the Metro Purple Line, even if the WSAB is considered as a phased project, then the environmental analysis will already be certified and it makes the likelihood of future funding greater because the entire line is closer to shovel ready. Further, many funding eligibility requirements include the requirement for a certified environmental review and Record of Decision (ROD), not just inclusion in an environmental analysis document. Finally, it still allows for changes in the environmental document through an amendment or supplemental process.

Eco-Rapid Transit, Gateway Cities COG, Gateway Cities COG City Manager TAC, cities in the corridor and others have been working together with Metro to create a quality, energy efficient, sustainable, modern transit project within very difficult funding and cost constraints. We urge Metro to consider this as you review and address our comments.



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Eco-Rapid Transit acknowledges the efforts of Metro and its team and is in full support of the development of the West Santa Ana Branch light rail transit project, developed with appropriate mitigations and with a preference for the Artesia to Union Station alignment and a station in Little Tokyo (Alternative 1, Design Option 2).

We appreciate having an opportunity to comment on the Draft WSAB EIR EIS and will continue to work with staff on the design, construction and mitigation of this project. We look forward to riding on the West Santa Ana Branch light rail line. If you have any questions, you can contact our Executive Director, Michael Kodama at mkodama@eco-rapid.org.

Sincerely,

Ali Sajjad Taj
Chair, Eco-Rapid Transit

cc: Eco-Rapid Transit Board of Directors
Gateway Cities COG Council of Governments
Los Angeles County Metropolitan Transportation Authority Board of Directors

VIII. REPORTS
ITEM D-1
COG Letter to LA County Blue
Ribbon Commission on
Homelessness

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director, COG

BY: Gilbert Saldate, Homelessness Program Manager

SUBJECT: Joint COGs Letter to the Los Angeles County Blue Ribbon Commission on Homelessness

Background

On July 27, 2021, the Los Angeles County Board of Supervisors established the Blue-Ribbon Commission on Homelessness (BRCH), as part of an ongoing and focused effort to address homelessness. BRCH is a temporary body made up of twelve positions: five members appointed by the Board, with one member appointed by each Supervisor; one member nominated by the Mayor of Los Angeles; three members nominated by the Los Angeles City Council President; one member nominated by the Contract Cities Association; and two members nominated by the Councils of Government.

The mission of the Blue-Ribbon Commission on Homelessness (BRCH) is to conduct a comprehensive study of the Los Angeles Homeless Services Authority's (LAHSA) governance structure. BRCH shall provide a report that includes recommendations for a new governance model that is appropriate for Los Angeles County.

Two elected Council members are representing the Los Angeles County COGs on the BRCH: Becky Shevlin, City of Monrovia (San Gabriel Valley COG) and Christian Horvath, City of Redondo Beach (South Bay COG).

Issue

Since the creation of the BRCH, the Los Angeles County COGs have been meeting to help prepare and support these elected COG representatives as they serve on the Commission. At these meetings, the Gateway Cities COG has been instrumental in voicing concerns with LAHSA's lack of response, structure and systems suited to addressing homelessness in our sub-region. The COGs have developed a joint letter to express their concerns with LAHSA's governance structure and its lack of responsiveness in addressing the unique homeless issues in multiple sub-regions.

While the final letter was not available in time for review by the full COG Homelessness Technical Advisory Committee (TAC), members of the TAC reviewed and provided comments that were incorporated in the letter. The City Managers Steering Committee also reviewed the letter and felt that it should be brought to the Board for approval now, given that the BRCH is expected to conclude its work in March. The COG staff will invite the two elected officials representing COGs on the BRCH to address the COG Board before then.

Recommended Action

Authorize the Executive Director to sign on to the joint letter to the BRCH.

Attachments

- Joint COG Letter to the Blue-Ribbon Commission on Homelessness

[DATE]

Dear Commissioners,

We are writing to share our input on concerns with the current homelessness services system and recommendations to improve this system. We commend the Los Angeles County Board of Supervisors for establishing the Blue-Ribbon Commission (BRCH) on Homelessness to identify and analyze the challenges inherent to the existing system and to provide recommendations to change and improve its efficiency. We appreciate the thoughtful and comprehensive approach that the BRCH is taking to hear diverse perspectives and expertise from cities and governments besides the City and County of Los Angeles. Collectively, cities besides the City of Los Angeles represent 60% of the County's population, nearly 40% of the population of those experiencing homelessness, and are the source for the majority of the tax revenue for Measure H.

The gravity and urgency of the homelessness crisis requires a comprehensive, coordinated, Countywide structure and strategy to help the tens of thousands of people living on our streets. We commend the BRCH and its staff team in its efforts to ensure that our voices are a part of this conversation. While each jurisdiction has unique needs and resources, our communities also face many of the same challenges and common threads that pervade all of our experiences with LAHSA and the homeless services system. We share these concerns below:

- **Lack of Collaborative Relationship:** Before funding decisions are made, there must be an effort to understand the specific needs of our communities and collaborate with our jurisdictions to implement these more targeted approaches. These collaborative relationships would make programs more effective and would maximize the close relationships that city governments have with their residents. There must be greater political and internal integration that ensures collaboration and idea-sharing across all parties. This includes integrating more closely with cities to implement processes and procedures that appropriately address the situation on the ground.
- **Insufficient Funding for Locally-based and Supported Initiatives and Programs:** Under the current system, the County and LAHSA manage funding in such a way that it's difficult for locally-based programs to receive funding. When cities propose an innovative solution, it does not appear to be taken seriously unless it can be applied County-wide. These locally-based ideas and programs are fundamental to the homeless services system, and there must be sufficient integration to ensure that these local ideas are communicated and acted-upon.
- **Insufficient Locally-based Planning and Inflexible Program Design:** Neither LAHSA nor the County engage in locally-based, bottoms-up processes to plan to reduce homelessness. While some services are organized and administered by service planning area (SPA), the primary function of the SPA appears to be to provide a more manageable geographic region through which County-wide programs can be administered. There are inflexible program designs and program requirements that limit the success and viability of programs. For example, the funding caps for safe parking programs make it extremely difficult for operators to effectively manage these sites. With the strict requirements for winter shelter locations, it is difficult, if not impossible, to identify eligible locations.

This makes it extremely challenging to ensure that these sites are available in time in the winter to support PEH, and this challenge is exacerbated by the fact that there is not sufficient time built into the timeline to meet launch deadlines. Program designs must be reevaluated based on the reality on the ground, in collaboration with partners, and must incorporate locally-based planning and recommendations.

- **Poor Communication:** The roles, missions, and responsibilities of the County government, the County's Homeless Initiative, and LAHSA and individual cities overlap or leave gaps. Currently, cities struggle to access information about programs and do not have direct access to appropriate contacts that can answer questions and respond to concerns. For example, our cities can spend weeks trying to identify a contact to answer a specific question and, in many instances, are never able to find the appropriate contact or even an answer to their question. There must be significant efforts to increase communication by ensuring that up-to-date stakeholders and contact information are freely shared and available.
- **Lack of Access to Quality Data:** Very few cities in the County have access to the Homeless Management Information System (HMIS). They must rely on contracts with service providers to receive critical information about the resources and support that people experiencing homelessness (PEH) in their cities are receiving. This makes it extremely difficult for City outreach teams to effectively serve PEH within their communities and creates a potential duplication of efforts. Data available to individuals providing services on-the-ground would help improve services for PEH on a daily basis and, on a broader level, inform what does and does not work. Even macro-level data - providing information on the number of persons served and geographies - is difficult to access and, in some cases, complete data is unavailable. The only data available to most cities is point-in-time (PIT) data and, as formulas are applied to individual jurisdictions - and the sample size gets smaller - to fully "calculate" the PIT, it becomes less accurate. Cities want accurate data about their people experiencing homelessness (PEH) to help identify the best solutions, but, with inaccurate PIT data, they must rely on locally-funded local census counts to do this. Data is the foundation for a proactive, effective homeless services system, but, without high quality data, it is difficult to appropriately target services that truly meet the needs of PEH.
- **Lack of Accountability:** There are not widely-communicated metrics to measure outcomes and define success and, conversely, no visible consequences for not meeting these metrics. With no metrics, there is no accountability. This includes accountability for meeting numeric metrics, meeting timelines, and true follow-through to implement programs effectively. For example, after a faith-based organization working group was formed and met, it was never integrated into LAHSA's broader structure, and there were no consequences for not doing so. There must be accountability in ensuring that the best staff are hired at LAHSA and that it is not competing with service providers who are trying to hire for the same roles.

Overall, the systems as currently administered communicate a lack of trust in cities' competency and intentions and do not constitute a partnership. LAHSA and the County have created an overarching system and established best practices but have not actively involved the cities in this process. Our cities are willing partners in the fight against homelessness and having more communication with and trust in cities to develop and implement programs that are

responsive to the local communities will lead to a stronger system. We want to establish strong collaborative relationships that are built around a basic core commitment to assisting those experiencing homelessness. We want to build the trust networks necessary to accomplish this.

To address the concerns and experiences of our cities, we strongly believe that there must be a new approach to providing homeless services in Los Angeles County, including but not limited to the following:

- Expanding the LAHSA Commission to include representatives from cities beyond the City or County of Los Angeles.
- Provide funding to establish subregional-level command centers to build actionable shared authority for the council of governments
- Improve collaboration and communication by increasing face-to-face interaction and relationship building with local city partners
- Improve the quality of data provided to subregions and release it monthly.
- Require evidence-based interventions with all County funds.
- Incentivize targeted homeless housing development strategies in response to actual data.
- Streamlining program design parameters to allow for programs that holistically address the needs of PEH and allowing for more flexibility in funding caps to allow for this.

We believe that these efforts would not only improve services for PEH in Los Angeles County but also improve programs and create more local accountability for our subregions.

Los Angeles County subregions vary in form but share in the sincere desire to address homelessness. We look forward to continuing to work with the Blue-Ribbon Commission on Homelessness to identify solutions to improve the homeless services system for the entire County.

Sincerely,

[COG Executive Directors]/Subregions