



Metro

Los Angeles County
Metropolitan Transportation Authority

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December 7, 2023

BY EMAIL

Office of the City Clerk
Los Angeles City Council
City of Los Angeles
200 N. Spring Street, City Hall – Room 395
Los Angeles, California 90012
email: Clerk.CPS@lacity.org

Re: Clarifying Comments on the Transportation Communication Network Program's Data Collection Capabilities and the Regional Integration of Intelligent Transportation Systems (RIITS) - Council File 22-0392

Honorable Councilmembers:

On December 5, 2023, the City Planning and Land Use Management ("PLUM") Committee recommended that the City Council approve three ordinances with respect to the Transportation Communication Network ("TCN") Program (the "TCN Ordinances"). The record before the City Council is voluminous; both Metro and the City have carefully considered the potential environmental, environmental justice, social, economic, and other aspects of the TCN Program. This letter addresses a specific topic—suggestions that the TCN Program will surreptitiously collect personal information from cell phones and other electronic devices from vehicles in the vicinity of TCN signs.

Citizens for a Better Los Angeles ("CBLA") has objected to the TCN Program because CBLA apparently believes the TCN structures will collect personal data from cell phones and other devices, and Metro could potentially use or share that data in ways that violate individuals' privacy rights. CBLA's stated concerns are unfounded. The purpose of this letter is to provide clarification regarding the collection and use of data Metro proposes for the TCN Program.

1. Regional Integration of Intelligent Transportation Systems ("RIITS")

The TCN signs will take advantage of the capabilities of the Regional Integration of Intelligent Transportation Systems ("RIITS") to share real-time traffic, emergency and transit information across various transportation agencies. RIITS is a multi-agency enabling tool that is used by transportation agencies in Southern California such as Metro to meet Southern California's mobility, sustainability, and emergency management challenges. Partners within RIITS include Metro, Caltrans District 7, and the City of Los Angeles Department of Transportation.

RIITS aggregates transportation data collected from multiple transportation agencies to serve as a tool for the various agencies to meet mobility, sustainability, and emergency

management challenges.¹ RIITS is organized with Members, Associates, and Users. Members are government agencies with transportation or related operations that agree to exchange transportation information and resources through RIITS. The Member agencies vote to include members, participate in improvements to member operations, and provide guidance on the direction of RIITS. Associates are non-voting government agencies that provide transportation or related operations and agree to share transportation and related information and resources through RIITS. Users may be government organizations, universities, or private entities that do not contribute operational resources through RIITS, but have access to RIITS through license agreements. RIITS is overseen and managed by the Configuration Management Committee, which is governed by a set of bylaws and is comprised of government source data agencies that vote to approve requests by other entities to become Members, Associates, and Users.

The Member and Associate agencies of RIITS gather data for use in RIITS through various means, including from video, sensors, reports, and community-reported information such as that provided through social media platforms (i.e. the Waze application). Governmental agencies with transportation or related operations such as public safety (i.e. police and fire departments) exchange transportation information and resources through RIITS.² Private entities may only gain access to RIITS with a license.³ Access to the information is therefore limited, and the purposes for which the information may be used is also limited. *The requisite licenses expressly prohibit private and government organizations from using RIITS data for non-transportation-related purposes, such as for law enforcement, surveillance, or advertising purposes.*⁴ All non-transportation uses suggested by CBLA, including following and tracking individuals' habits via RIITS data, and selling physical access to RIITS data are therefore prohibited by the RIITS partnership. RIITS does not involve the collection of personal cell phone data or other individual identifying information.

2. The TCN Program's Data Collection Capabilities

In its November 1, 2023 letter to the City, CBLA cites several articles discussing cell phone data collection from digital billboards owned and/or operated by private companies and advertisers, rather than government agencies. The situations described in these articles are not analogous to the TCN Program. The TCN Program only contemplates signs owned and operated exclusively by Metro—a government transportation agency—rather than signs owned and operated by private advertisers. As previously discussed, and notwithstanding CBLA's unsupported speculation to the contrary, Metro will not collect any personal data from the occupants of vehicles in the vicinity of the TCN signs. Any private entities, including advertisers, may only gain access to transportation data provided to RIITS through a license approved by the RIITS Configuration Management Committee.

¹ Attachment 1 – RIITS, *Measure Up*, available at: <https://www.riits.net/>; Attachment 2 – RIITS, *About*, available at: <https://www.riits.net/about/>.

² Attachment 2 – RIITS, *About*, available at: <https://www.riits.net/about/>.

³ *Ibid.*; see Attachment 3 – RIITS, *Transportation Data Access Agreement*, available at: <https://www.riits.net/data-licenses/riits-data-license/> (prohibiting users of the RIITS from using data for unauthorized purposes).

⁴ See Attachment 3 – RIITS, *Transportation Data Access Agreement*, available at: <https://www.riits.net/data-licenses/riits-data-license/>.

CBLA's claims that Metro is seeking to use the TCN signs to collect individualized personal data for sale or other non-transportation related purposes are entirely unfounded and incorrect. Metro is a transportation agency and has no plans to use the TCN signs to collect and sell individualized cell phone data or other personal data for individualized tracking, law enforcement, or other non-transportation purposes, such as advertising. Metro does not disseminate individualized personal data. Metro intends to collect only general traffic information via the TCN structures to be used in RIITS. While the specific details of the traffic monitoring technology that Metro will employ in the TCN Program have not yet been finalized, Metro will not collect any data that is not already being collected by its partner public agencies in the City of Los Angeles. Any such transportation data collected for use in RIITS—a system that CBLA endorsed in its letter—is controlled by strict rules, as discussed above.

We appreciate your consideration of these clarifications and look forward to discussing them with you at your earliest opportunity.

Very truly yours,

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

E-SIGNED by Holly Rockwell

on 2023-12-07 17:28:04 GMT

By

Holly Rockwell

Senior Executive Officer

Transit Oriented Communities & Real Estate

cc: Ms. Hagu Solomon-Cary, AICP (w/encs.) (BY EMAIL)
Ms. Terri Osborne (w/encs.) (BY EMAIL)

Attachment 1

Regional Integration of Intelligent Transportation Systems [Connecting Smart Transportation]

GET STARTED
SEARCH OVER 17 DATASETS



Search Datasets



Agencies recognize RIITS as an enabling tool to meet Southern California's mobility, sustainability and emergency management challenges. Visit [Measure Up!](#) to see how the [Los Angeles County Metropolitan Transportation Authority](#) is using RIITS.



Los Angeles County MTA



California Department of
Transportation



California Highway Patrol



Los Angeles Department
of Transportation



Long Beach Transit

Attachment 2



About

Vision

RIITS' vision is to deliver multi-modal transportation information services through a flexible platform to achieve regional mobility, safety and sustainability goals.

Mission

Our primary mission is to support the exchange of transportation information and resources between and within government organizations for regional operational mobility improvements.

What can RIITS do for you?

RIITS aggregates real-time data from transportation systems throughout the Los Angeles region and across jurisdictional boundaries to produce value-added data on multi-modal transportation system operations between agencies and third-party providers.

RIITS complements other regional systems by being a 'system of systems'. The ability to integrate and disseminate transportation data from a variety of sources that includes transit, freeway operations, arterial operations, commercial vehicles, ports, airports and non-motorized transportation is part of RIITS. Through a flexible platform, RIITS can tailor information delivery to a particular customer or agency's needs. For instance, RIITS is used to support transportation operations such as traveler information, transportation analysis, congestion pricing, freight mobility and emergency management. RIITS is uniquely positioned to:

Membership

Members and Associates are government transportation or related organizations that want to contribute operational transportation resources to other government agencies through RIITS. Users have a license to use RIITS.

Members

Members are government agencies that have transportation or related operations like public safety (i.e. police and fire departments). These members agree to exchange transportation information and resources through RIITS. Membership includes voting to include members, participation in improvements to member operations, and guidance on the direction of RIITS.

Associates

- Operate regional inter-agency information technology;
- Bring together data from various transportation modes in a near real-time environment using modern technologies;
- Function as the regional transportation data aggregator and clearinghouse;
- Provide a strong institutional foundation for managing the configuration, management, and development of the system without placing undue limitations on the participation of current and potential future members; and
- Provide the platform to support the investigation, analysis and development of technologies and solutions to improve transportation operations throughout the region.

Associates are non-voting government agencies that provide transportation operations or provide related transportation operations. These agencies agree to share transportation and related information and resources through RIITS, but do not actively participate in RIITS as a voting member.

Users

Users have access to RIITS through a license. These members may be private entities, government organizations, or universities that are not contributing operational resources through RIITS or may not want to participate as a Member or Associate.

Configuration Management Committee

The Configuration Management Committee was established to oversee and manage the development of RIITS. It is governed by a set of Bylaws. The voting members are the source data agencies. They act by consensus and approve requests to become members, associates, or users.

Attachment 3



TRANSPORTATION DATA ACCESS AGREEMENT

TRANSPORTATION DATA ACCESS AGREEMENT

between

Los Angeles County Metropolitan Transportation Authority (“LACMTA”), in its capacity as the Administrator of the Regional Integration of Intelligent Transportation Systems (“RIITS”)

and

«Agency_Company_Name» (“User”)

This Transportation Data Access Agreement (“Agreement”) is made and entered into as of the date the last party executes this Agreement, between LACMTA in its capacity as the RIITS Administrator (“Administrator”), and «Agency_Company_Name», a «Corp_State_Type» domiciled in «Domicile_State», whose principal place of business is «Agency_Address_Line_1», «Agency_City», «Agency_State» «Agency_Zip_Code».

Recitals

WHEREAS, data source agencies, LACMTA, State of California, Department of Transportation, District 7 (“Caltrans”), City of Los Angeles, Department of Transportation (“LADOT”), and various other public agencies (collectively referred to as “Source Agencies”) have established RIITS to exchange transportation information, including, but not limited to, near real time traffic and transit data relating to all modes of transportation (“Transportation Data”);

WHEREAS, a Configuration Management Committee (“CMC”) was established by the Source Agencies to oversee RIITS;

WHEREAS, the CMC named LACMTA the RIITS Administrator and delegated to LACMTA as Administrator the authority to administer, maintain, operate, manage and monitor RIITS access; codify system changes, process standard service agreements with third parties, and enforce the terms and conditions of the service agreements;

WHEREAS, Transportation Data supplied to RIITS is owned exclusively by the Source Agencies, and each Source Agency supplying Transportation Data through this Agreement has authorized Administrator to make and change certain Transportation Data available to the User;

WHEREAS, User has expressed an interest in obtaining Transportation Data for the Greater Los Angeles region;

WHEREAS, User desires to reformat, redistribute, add value, display and/or disseminate Transportation Data to its clients, sub-licensees, and/or customers to help reduce transportation congestion in Los Angeles County;

WHEREAS, the LACMTA Board has authorized the transmission of Transportation Data provided by Source Agencies through RIITS to information service providers at the discretion of the LACMTA Chief Executive Officer;

WHEREAS, User is an information service provider;

WHEREAS, the general public will benefit from Transportation Data disseminated by User, increasing the efficiency of the regional transportation system; and

WHEREAS, LACMTA and User (collectively the "Parties") desire to enter into this Agreement to set forth their understanding and respective responsibilities regarding RIITS.

NOW, THEREFORE, the Parties agree hereto:

1. General Provisions

1. The CMC reserves the right to make changes to RIITS. Further, LACMTA, in its capacity as Administrator, may make changes to RIITS systems at any time. User understands such changes may include changes to the type of Transportation Data available and may affect User's use of and ability to use Transportation Data. The current Transportation Data available to the User may be found by visiting www.riits.net.
1. Administrator, the CMC, or Source Agencies may immediately disconnect User's access to Transportation Data without adherence to the Termination clause in this Agreement.
1. Source Agencies exercise full control of individual Closed Circuit Television ("CCTV") camera positions at all times, provide Transportation Data to the User through RIITS, and select individual CCTV locations to be made available for display to the User.
1. The User shall not contact Source Agency personnel for the purpose of requesting that specific CCTV be operated or that cameras be repositioned. Contacting Source Agencies for the purpose of requesting specific CCTV is grounds for Termination.
1. For the purpose of providing traveler information and live traffic video viewing only, User may distribute, sell, and provide access to Transportation Data to the general public and may sublicense, pursuant to Sublicense Section of this Agreement, Transportation Data to commercial entities for the purpose of distributing, selling, and providing Transportation Data access to the general public ("Secondary Users"). No other use is permitted.
1. Administrator, or designee, will configure RIITS to ensure IP addresses and associated User equipment are recognized by RIITS as authorized User devices.

- Prohibited Uses

The User may NOT do any of the following:

- Manipulate, modify, or change CCTV and images in any manner, unless as provided in this Agreement, approved in writing by Source Agencies and notification is given to the CMC via the Administrator;
- Change, obscure, or remove fonts and logos in the Transportation Data or CCTV crediting Sources Agencies, whether through web page, wireless, or any other device;
- Use Transportation Data for any non-transportation related purpose including, but not limited to, law enforcement;
- Reproduce or display Transportation Data other than as expressly permitted;
- Continuously record CCTV and images for long-term archival storage. However, User may retain copies of all news programs telecast by the User, which copies may include any video images supplied that are incorporated into the news program; and
- Sell or resell physical access to the limited resource granted by this Agreement, including, but not limited to, the Transportation Data. This does not include Secondary Users that the User provides Transportation Data access to, as long as the access is provided by the User and the Secondary User's equipment is not directly requesting Transportation Data from RIITS.
- Administrator Obligations

Upon CMC approval, LACMTA, as the Administrator, shall execute the Agreement hereby providing the User the following:

- A non-exclusive royalty-free license to Transportation Data to distribute, sell and provide Transportation Data to the general public and Secondary Users;
- Non-exclusive access through the Internet to Transportation Data with a user name and password unique to the User; and
- Information about the type of Transportation Data and how to access Transportation Data on the RIITS website (<http://www.riits.net/>), or a successor website designated by Administrator.
- User Obligations

The User shall:

- Provide a maximum of two (2) public and static IP Address numbers that User may use to access RIITS Transportation Data;
- Be responsible for preventing any unauthorized use of the Transportation Data by User's employees, clients, or customers;
- Provide necessary telecommunications between RIITS and User's center, including appropriate telecommunications hardware at each terminus, as well as any needed software and all other equipment required to transmit, receive, process, format and distribute the Transportation Data;
- Make a good faith effort to timely utilize Transportation Data to ensure current transportation conditions are presented to the public;
- Ensure that all images not broadcast "live" are differentiated in some manner from "live" images;
- Pay all User costs associated with the dissemination, transfer, or use of Transportation Data;

- Repair, replace, and return to operation any damage to RIITS and Source Agency property caused by User personnel and equipment at no cost to RIITS or Source Agencies, and in a manner satisfactory to Administrator;
- Respond to Administrator within 30 calendar days of notification concerning any problem with User equipment and/or property;
- Maintain regular correspondence with Administrator. Further, User shall respond to written requests and/or questions from Administrator within 30 calendar days of the date the request and/or question is sent to User;
- Meet and be responsible for all licensing requirements applicable to User's operations;
- Remedy any User equipment disrupting RIITS or Source Agency equipment or operations, in a manner satisfactory to Administrator;
- Pay Administrator a fee of one (1) hundred dollars (\$100.00). User and all Sub-licensees to whom it provides the Transportation Data may be subject to further user charges should Administrator establish additional fees;
- Direct all User customer comments, complaints or suggestions about the Transportation Data to User's customer service staff;
- Provide the CMC regular feedback on the public's response to the Transportation Data, the minimum requirement for which will be a yearly report to the RIITS CMC;
- Provide Administrator with a technical contact person who shall be available to Administrator 24 hours a day, 7 days a week, every day of the year;
- Have no input into the camera views or camera angles used on CCTV. The camera views and camera angles shall be determined solely at the discretion of Source Agencies;
- Be responsible for, including, but not limited to, all personnel, programming, development, production, and equipment to view, receive, use and display the Transportation Data. User hardware and software shall be compatible with RIITS;
- Provide Transportation Data and marketing survey input on use of the Transportation Data as requested by Administrator for the purposes of assessing the regional benefit of RIITS; and
- Have a lead representative able to fluently read, write and speak the English language so as to sufficiently understand all job related directions and discussions with Administrator.
- Agreement Amendments

This Agreement may only be amended or modified through a separate written amendment, approved and executed in the same manner as the original Agreement.

- Public Records Act
- All records, documents, drawings, plans, specifications and other information relating to conduct of LACMTA's business, including information submitted by the User shall become the exclusive property of LACMTA and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code sections 6250

et. seq.). LACMTA's use and disclosure of its records are governed by this Act. LACMTA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

- In the event of litigation concerning the disclosure of any information submitted by the User, LACMTA's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The User, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold LACMTA harmless from all costs and expenses including attorneys' fees, in connection with any such action.
- Confidentiality
- User agrees that for and during the entire term of the Agreement, all information, except Transportation Data, including, but not limited to data, figures, records, findings and the like received or generated by the Agreement and in the performance of the Agreement, shall be considered and kept as the private and confidential records of LACMTA, in its capacity as Administrator, and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of LACMTA and expressly permitted under this Agreement, unless required by law.
- Upon termination of the Agreement for any cause, User agrees that it will continue to treat as private and confidential any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of LACMTA, in its capacity as Administrator.
- The User shall not publish information, data, figures, records and the like acquired or generated by the User in performing the Agreement until such time as such information, data, figures, records and the like is released in published reports by LACMTA, in its capacity as Administrator.
- No Representation or Warranties
- User acknowledges and agrees that neither LACMTA nor any of the Source Agencies, nor any of their respective employees, officers, agents, or consultants makes any warranty, express or implied, with respect to Transportation Data nor with respect to its accuracy, sufficiency or completeness thereof, nor with respect to any of the software or other systems provided by LACMTA or any Source Agency under this Agreement. Transportation Data is provided on an "as is" and "with all faults" basis, with the User bearing the entire risk as to quality and performance of Transportation Data.
- LACMTA makes no representations or warranties, express or implied, that the Transportation Data will perform based on the User's equipment. Further, LACMTA makes no representations or warranties, express or implied, that Transportation Data will be suitable for the purposes for which it is permitted to be used under the terms of this Agreement. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF THE FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY WAIVED.
- Warranty
- User warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in the performing of transportation, storage, remediation and disposal of the materials associated with the equipment described within the Agreement. Further, to the extent applicable, User will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders.

- User warrants that all work completed to obtain the Transportation Data from RIITS shall be in accordance with the Agreement. In the event of breach of this warranty, the User shall take the necessary actions to correct the breach and the consequences thereof, at the User's sole expense, in the most expeditious manner as permitted by existing circumstances. If, upon notification from LACMTA, User does not promptly take steps to correct the breach. LACMTA, without waiving any other rights or remedies it may have at law or otherwise, may correct the breach or cause others to do so, and the User shall promptly reimburse LACMTA for all expenses and costs incurred in connection therewith.

1. Limitation of Liability

1. User acknowledges and agrees that neither LACMTA, nor or any of the Source Agencies, or any of their respective employees, officers, agents, or consultants shall be liable for any damages, claim or loss incurred by User (including without limitation, compensatory, incidental, indirect, special, consequential, or exemplary damages, lost profits, lost sales or business, expenditures, investments or commitments in connection with any business, or loss of goodwill) resulting from the Transportation Data or inability to use the provided Transportation Data irrespective of whether LACMTA and/or the Source Agencies have been informed of, knew of, or should have known of the likelihood of such damages, claim, or loss. This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

1. LACMTA and Source Agencies assume no liability or responsibility for the User's equipment.

1. The User will NOT hold LACMTA and any Source Agency liable or responsible in any way for unforeseen interruptions in providing the Transportation Data regardless of cause.

1. LACMTA and Source Agencies shall not be liable for special, incidental, exemplary or consequential damages suffered because of the User's use of Transportation Data; including, but not limited to, loss of profits, anticipated revenue, interest, loss of use, or other such claims arising from any causes whatsoever, whether or not such loss or damages is based on contract, warranty, tort, including negligence, indemnity or otherwise.

1. User, on behalf of itself and its sub-licensees, employees, clients, and customers, hereby waives and releases LACMTA and all Source Agencies from any and all claims, causes of action, losses, costs, damages, liability and expenses of any kind or nature whatsoever (known or unknown) to the extent attributable to RIITS or the use by User and its sub-licensees, clients, customers, and employees of the Transportation Data. User (for itself and its clients, customers and employees) expressly waives the benefit of Section 1542 of the California Civil Code, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

1. Third Party Liability

Nothing contained in this Agreement is intended to or shall have the effect of creating any rights in any third party against LACMTA or any of the Source Agencies. The inclusion of the Agreement or any part thereof in any other document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of LACMTA or any of the Source Agencies. The User shall indemnify LACMTA and Source Agencies in accordance with the provisions of this section against any claim made by any third party claiming rights under this Agreement.

1. Indemnification

1. To the fullest extent permitted by law, and with counsel approved by Administrator, the User shall defend, indemnify and hold harmless LACMTA and all Source Agencies, any subsidiaries, and any of their respective members, directors, officers, employees and agents (individually and collectively, "Indemnities"), from and against any and all liabilities, including but not limited to claims, actions, suits (including but not limited to workers' compensation suits and breaches of contract), demands, costs, judgments, liens, penalties, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals arising out of, connected with, or resulting from any act, omission, fault or negligence of the User or any of its officers, authorized representative, employees, subcontractors or suppliers, or any person or organization directly or indirectly employed by any of them, in connection with, or relating to, or claimed to be in connection with, or relating to, User's use, possession or dissemination of Transportation Data or User's performance of any other obligation under the Agreement including but not limited to any costs or liability on account of:
 1. Personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of LACMTA or Source Agencies); and
 1. LACMTA's reasonable reliance upon the use of data or other information provided or delivered by the User pursuant to the Agreement.
 1. The indemnification specified in this Section shall apply even in the event of the act, omission, fault or negligence whether active or passive, of the party or parties to be indemnified, but shall not apply to claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the willful misconduct of the party or parties to be indemnified. LACMTA shall not be responsible for any negligence, willful misconduct or defects in design caused and/or furnished by the User.
 1. The indemnification specified in this Section shall survive termination or closeout of the Agreement hereunder and is in addition to any other rights or remedies that LACMTA may have under the law or under this Agreement.
 1. Claims against the indemnified parties by any employee of the User, its subcontractors, suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the User's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the User or its subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.
1. No Waiver
 1. Failure of Administrator to enforce at any time, or from time to time, any provision Agreement shall not be construed as a waiver thereof.
 1. No waiver by Administrator of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision.
 1. Failure or delay by Administrator to insist upon strict performance of any terms conditions of the Agreement, or to exercise any rights or remedies provided by law, shall not be deemed a waiver of any right of Administrator to insist upon

performance of the User's obligations set forth in the Agreement, or rights or remedies as to any prior or subsequent default hereunder.

1. Term of the Agreement

1. The term of the Agreement shall begin upon the date of the last party to sign this Agreement and shall continue for one (1) year (the "Initial Term").
1. The Agreement shall automatically renew month to month (each a "Renewal Term"), unless either party sends written notice to the other party at least thirty (30) days before expiration of the Initial Term or any Renewal Term that it does not wish to renew the Agreement.
1. The term of the Agreement shall consist of the Initial Term and any Renewal Term.

1. Termination

1. If the User fails to comply with any of the terms and conditions contained within this Agreement, Administrator may revoke User's access privileges to Transportation Data and, upon written notification, terminate this Agreement immediately. In addition, LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.
1. Except as provided in the preceding paragraph, Administrator reserves the right to revoke User's access privileges to RIITS and terminate this Agreement at any time, upon thirty (30) days prior written notice to the User.
1. User may terminate this Agreement upon thirty (30) days prior written notice to Administrator.
1. User must post a notice on its website for a minimum of sixty (60) days after cessation of service with a link to any new LACMTA website where Transportation Data is available.

1. Assignment

1. The User shall not assign, transfer, convey, or otherwise dispose of the Agreement (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of Administrator, which consent shall not be unreasonably withheld.
1. No right under the Agreement shall be asserted against Administrator, in law or in equity, by reason of any assignment of the Agreement, or any part thereof, unless authorized by Administrator as specified in this Section.

1. Sublicense

User may sublicense its rights hereunder subject to the following conditions:

1. User shall execute written sublicenses to Secondary Users. Said sublicense shall contain reasonable terms pursuant to and consistent with the terms and conditions of this Agreement, and shall be approved by Administrator;
1. User shall collect a one-time administrative fee of one hundred dollars (\$100) from any and all Secondary Users of the Transportation Data and transmit said fees to Administrator;

1. User shall include, in each sublicense, the applicable terms and conditions from this Agreement; and
1. User shall provide a report to the CMC which lists all Secondary Users to whom access to Transportation Data has been provided, along with the administrative fees and relevant contract information. RIITS hereby agrees to hold all such relevant contract information in strict confidence and not disclose any such information to any third party.

1. Governing Law

The Agreement has been negotiated between LACMTA, as Administrator, and the User and shall be subject to the laws of the State of California.

By entering into the Agreement, the User consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Agreement.

1. Severability

In the event any article, section, sub-article, paragraph, sentence, clause, phrase contained in the Agreement shall be determined, declared, adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

- Entire Agreement

This Agreement constitutes the entire agreement between the User and LACMTA, as Administrator, and supersedes all previous and contemporaneous agreements written or oral and all communications between the Parties relating to the subject matter of this Agreement.

- Binding on Successors and Assigns

This Agreement shall run to the benefit of and be binding upon any successors, administrators, heirs and assigns.

- Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

- Contact Information

Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to User and to the LACMTA, at the address specified. Notices shall be deemed effective five business days after such mailing.

User shall provide written notice on User letterhead to LACMTA within 30 days of any change in Official Point of Contact or IP Addresses. Official Points of Contact regarding any aspects of this Agreement are as follows:

- User Contact Information

The User shall provide Administrative and Technical contacts as well as a maximum of two (2) public and static IP addresses of devices used to contact RIITS in order to access the Transportation Data. User contact information is as follows:

- Administrative Contact Name

Name: «Agency_Company_Name»

Contact Name: «Agency_Title» «Agency_First_Name» «Agency_Last_Name»

Title: «Agency_Job_Title»

Address: «Agency_Address_Line_1»

«Agency_City»«Agency_State»«Agency_Zip_Code»

Telephone: «Agency_Phone»

Email: «Agency_Email_Address»

- Technical Contact Name

Name: «Tech_Company_Name»

Contact Name: «Tech_First_Name»«Tech_Last_Name»

Title: «Tech_Job_Title»

Address: «Tech_Address_Line_1»

«Tech_City»«Tech_State»«Tech_Zip_Code»

Telephone: «Tech_Phone»

Email: «Tech_Email_Address»

- IP Addresses

IP Address #1: «IP_Address_1»

IP Address #2: «IP_Address_2»

- Administrator Contact Information

Agency Name: Los Angeles County

Metropolitan Transportation Authority

Contact Name: Mr. Kali K Fogel
Title: RIITS Program Manager
Address: 1 Gateway Plaza
Los Angeles, California 90012
Telephone: (213) 922 – 2665
Fax: (213) 922 – 2955
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below.

Los Angeles County Metropolitan Transportation
Authority

«Agency_Company_Name»

Phillip A. Washington
Chief Executive Officer

Date

«Member_Name»
Date

«Member_Title»

APPROVED AS TO FORM

MARY C. WICKHAM

County Counsel

By:

Deputy

Date



Tiffany K. Wright
twright@rmmenvirolaw.com

December 7, 2023

Via Electronic Mail

Office of the City Clerk
Los Angeles City Council
City of Los Angeles
200 N. Spring Street, City Hall – Room 395
Los Angeles, California 90012
Email: Clerk.CPS@lacity.org

RE: Council File 22-0392: Comments Received on the Transportation Communication Network (TCN) Program and Implementing Ordinances

Honorable Councilmembers:

On behalf of the Los Angeles County Metropolitan Transportation Authority (Metro), this letter responds to comments submitted to the City as it considers Metro's proposed Transportation Communication Network (the Project). Prior to the Planning & Land Use Management Committee's consideration of the proposed TCN Program, opponents of the Project and digital billboards in general submitted comments regarding the environmental review for the Project. The comments generally raise issues that were already addressed in the Certified Final EIR and the subsequent Addendum prepared for the Project. Comments asserting that further environmental review is required are unsupported, particularly because all of the changes to the TCN Program required by the City in the proposed implementing ordinances (Ordinance) will reduce the environmental impacts of the TCN Program. Importantly, PLUM's recommendation includes the removal of eight TCN structures from the TCN Program addressing many of the alleged concerns raised by commenters.

I. Improper Lead Agency & Lack of City Authority

Comments stated that the City, and not Metro, should have been the lead agency for the Project because the Project is located within City boundaries and requires several discretionary approvals from the City. In the alternative, comments stated that the City failed to fulfill its obligations and properly consult in its role as a responsible agency by failing to comment on the Notice of Preparation (NOP) or Draft EIR for the Project, and failing to meet with Metro regarding the scope of the EIR and accuracy of analysis. Neither assertion is correct.

Metro proposes to carry out the TCN Program and is therefore the appropriate lead agency according to the CEQA. (CEQA Guidelines, § 15051, subd. (a) ["If the project will be

carried out by a public agency, that agency shall be the lead agency even if the project would be located within the jurisdiction of another public agency”].) Metro is also the proper lead agency for the Project because Metro has primary responsibility for implementation of the proposed Project as the region’s transportation authority. (CEQA Guidelines, §15051, subd. (b).) Under state law, Metro has broad authority over public transportation planning and coordination for the region’s transportation system and is authorized to do “any and all things” to carry out these purposes. (Public Utilities Code, § 130105, subd. (f).) Although the TCN structures will be located within the City, they will be located entirely on Metro-owned property, and Metro is responsible for their construction and operations.

The fact that the City is responsible for several key discretionary approvals for the Project does not mean that it should be the lead agency for the Project. A responsible agency, by definition, is a public agency other than the lead agency with discretionary approval power over a project. (CEQA Guidelines, § 15381.) The City participated in the environmental review process as a CEQA responsible agency and has cooperated in that process, including consultation in preparation of the Draft EIR. (CEQA Guidelines, § 15096.) The City has also prepared an Addendum to the Certified Final EIR that analyzes the modifications to the TCN Program proposed by the City in its Ordinance. And as required by CEQA, the City will make all the appropriate findings required for a responsible agency under CEQA. (*Ibid.*)

Moreover, none of the circumstances that would allow the City to assume the role of a lead agency exist here. (CEQA Guidelines, § 15052.) Because an EIR has been prepared for the TCN Program, and the City has properly participated in the CEQA process as a responsible agency, the City could only assume the role of a lead agency if the circumstances requiring a supplemental or subsequent EIR exist. (CEQA Guidelines, § 15052, subd. (a)(2)(A).) As explained in the Addendum, modifications to the TCN Program will only reduce environmental impacts, and as explained further below, none of the comments on the Ordinance provide evidence of new significant impacts or substantial increases in the severity of previously identified significant impacts.

II. Improper Pre-Commitment

Comments stated that the Memorandum of Agreement (MOA) between Metro and the City imposes a “financial penalty” on the City should the no build alternative be selected or if the City fails to approve the Ordinances and permits for the Project, and therefore amounts to an unlawful pre-commitment to approve the Project. This is not an accurate characterization of the MOA, which merely provides an agreement on how Metro and the City shall bear the costs of CEQA compliance. Agencies proposing projects must generally bear the costs of CEQA compliance. Thus, there is always the potential that the investment in environmental review will not be returned because the agency retains discretion to deny the project. Here, Metro and the City have merely agreed on how to share the costs for EIR preparation.

The California Supreme Court, however, provided definitive markers for determining whether an agency has committed itself to a project in such a way that amounts to a pre-environmental-analysis approval in *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116

(“*Save Tara*”). In *Save Tara*, the Supreme Court of California held that an “approval” for purposes of CEQA exists “when an agency’s favoring of and assistance to a project ripens into a ‘commit[ment].’” (*Id.* at p. 130.) The issue, the court explained, “is to determine when an agency’s favoring of an assistance to a project ripens into a ‘commit[ment].’” (*Id.* at pp. 130–131.) To answer that question, the court employed the following two-pronged test: (1) “first, the analysis should consider whether . . . the agency indicated that it would perform environmental review before it makes any further commitment to the project, and if so, whether the agency has nevertheless effectively circumscribed or limited its discretion with respect to that environmental review”; and (2) “second, the analysis should consider the extent to which the record shows that the agency or its staff have committed significant resources to shaping the project. If, as a practical matter, the agency ***has foreclosed any meaningful options to going forward with the project***, then for purposes of CEQA the agency has ‘approved’ the project.” (*Id.* at p. 139, emphasis added, internal quotes omitted; see also *Saltonstall v. City of Sacramento* (2015) 234 Cal.App.4th 549, 567 [same].)

The MOA’s cost-sharing provision did not foreclose the City’s ability to challenge any portion of the EIR prepared by Metro, nor does it foreclose the City’s ability to refuse to approve the required Ordinances and permits for the Project. These markers have not been demonstrated in this case. The City’s actions here are not parallel to those of the public agency in *Save Tara*, and therefore do not amount to an “approval” of a project. Moreover, pre-commitment is only a concern under CEQA if an agency approves a project before complying with CEQA. Here, a Final EIR has been certified for the TCN Program, and the City has further prepared and Addendum to the Certified Final EIR. The time to challenge the MOA as an improper pre-commitment expired long ago.

III. Inadequate Project Description

Comments stated that the Project Description as provided in the EIR is inadequate for various reasons. Comments asserted that more detail on the TCN structure’s hardware and network infrastructure was required or that only general descriptions of the proposed Ordinance were provided. But the comments provide no evidence or explanation of how those further details were necessary for an analysis of the TCN Programs environmental impacts. Nor do they set forth any environmental impacts of the Ordinance that were not adequately analyzed in the Certified Final EIR or Addendum. Relatedly, comments stated that the Project Description is not stable or finite due to minor tweaks to several sign locations—including the removal of several structures, changes to operating hours, and the development of the proposed Ordinances.

The Project Description is adequate as it complies with all requirements in CEQA Guidelines section 15124. The Certified Final EIR does describe the benefits to drivers and bus-riders resulting from the Project, as it explains that the TCN Structures would transmit traffic and accident data and bus arrival time to the public, thus providing drivers and bus-riders with the information necessary to streamline their travel. (See, e.g. Section II – Project Description, pp. II-5–II-6.) Moreover, funding resulting from the Project would be used to create new and expanded transportation programs—directly benefiting drivers and bus-riders. (*Id.* at p. II-6.) The specific technology that the Project will employ to connect with the existing RIITS has not

yet been determined—therefore, it was not possible to include a description of that technology or any potential disposal plans relating to that technology at the time the EIR was drafted. CEQA requires only a general description of a project’s technical, economic, and environmental characteristics. (CEQA Guidelines, § 15124.)

The Addendum covered all minor changes to the Project, including those resulting from the proposed Ordinances.

IV. Subsequent EIR Required

Comments stated that the Certified Final EIR for the Project is inadequate because the proposed Ordinances include changes to the Project since the Certified Final EIR was prepared, such as location restrictions, and that a Subsequent EIR is therefore required. Specifically, comments stated that the environmental documentation for the Project should disclose and analyze that signs will be permitted within 200.01 feet of an ecological preserve and the centerline of a scenic highway, scenic parkway, scenic corridor or scenic route; within 1000.01 feet of another digital signs; and within 2640.01 feet of another freeway facing TCN structure. Comments also stated that no analysis has been done to determine whether the proposed Ordinances’ requirement that signs within 200 feet of residential zones be oriented away from such zones will ensure that illuminance from the Project at night would not exceed 3.0 fc at residences, and that this is therefore a new potential impact requiring preparation of a Subsequent EIR.

These impacts were already analyzed in the Certified Final EIR and Addendum for the Project. As explained in the Certified Final EIR, all Project impacts to ecological resources, scenic highways, and residences and reasonably foreseeable residences were determined to be less than significant or less than significant with mitigation. The revisions to the Project resulting from the proposed Ordinances were specifically analyzed in the Addendum to the EIR, which concluded that all impacts resulting from the Project as a result of the changes from the proposed Ordinances would be the same or further reduced due to changes such as the elimination of several TCN structures, additional illumination standards to even further reduce the light and glare impact of new digital displays on nearby uses, and revised limits on the hours of nighttime operation of the digital displays.

None of the information that the comments referenced constitutes new information requiring recirculation, as any additional information merely clarifies, amplifies, or makes insignificant clarifications to the already adequate Draft EIR. (See CEQA Guidelines, § 15088.5.)

V. Inadequate Findings

Comments stated that the City’s amended findings for the Project are inadequate because they are not supported by substantial evidence, and offer few details—such as how the Project

will improve RIITS and how the Project supports Mobility Plan policies. Relatedly, comments stated that the City’s adopted General Plan consistency findings cannot be made because the proposed Ordinances for the Project do not include the proper distancing required under state law, and that the City’s adopted environmental findings cannot be adopted because a Subsequent EIR is required to be prepared prior to any action on the Project.

The City’s findings—including with regard to the Project’s General Plan Consistency and environmental impacts—comply with the requirements in CEQA Guidelines section 15091, and are supported by substantial evidence. As discussed elsewhere in this letter, no new information exists that would require the circulation of a Subsequent EIR. Moreover, as discussed below in the “Land Use Impacts” section, the Project and Ordinances are consistent with all General Plan requirements. The City’s findings are therefore adequate.

VI. Inadequate Impact Analysis

a. Environmental Changes Over Time

Comments stated that the EIR does not account for changes in the environment that might occur over time, and that the City lacks authority to amend the Project in light of environmental changes over time to mitigate new impacts. Contrary to the comments, the Ordinance does not need to expressly include provisions allow changes in the future. As a legislative enactment, the City Council is free to amend the Ordinance as appropriate in the future.

CEQA only requires that the EIR analyze a project’s impacts on the environmental conditions as determined at the time the notice of preparation is published, and the Certified Final EIR analyzed the potential impacts on known and reasonably foreseeable residential uses near the Project sites. (CEQA Guidelines, § 15125.) Speculative future changes in the environment are irrelevant to the adequacy of the environmental analysis for the Project.

b. Traffic Safety Impacts

Comments stated that moving or flashing images, video, and animation on the digital billboards could result in an increase in distracted driving, potentially resulting in increased traffic injuries and fatalities, and stated that the City and Metro failed to conduct proper analysis of safety risks associated with the Project. Relatedly, comments stated that the Project should employ a 20-second refresh rate for the digital displays, as recommended by the Illuminating Engineering Society (IES) for off-roadway sign luminance.

As the lead agency and responsible agency for the Project, Metro and the City have the authority to use significance thresholds they deem appropriate. (CEQA Guidelines, § 15064.7, subd. (b).) As stated in the Certified Final EIR for the Project, the digital billboards will have an 8-second refresh rate—double the 4-second minimum refresh rate required by Caltrans—and would transition instantly with no motion, moving parts, flashing, or scrolling messages. (See Draft EIR, Appendix K – Transportation and Traffic Safety Review, pp. 10–12.; Draft EIR, Appendix B – Metro TCN Lighting Study, p. 4; Final EIR Responses to Comments, pp. II-65–II-

67.) Metro’s lighting experts, Francis Krahe & Associates, have reviewed these comments, and in response note that the IES standard cited in the comments has received a lot of push back, and is currently being reconsidered by the IES.

Furthermore, Metro’s transportation experts, Gibson Transportation, studied the safety of the proposed digital displays in detail, and have determined that the proposed 8-second refresh rate is appropriate. Impacts to traffic safety resulting from the Project—including the 8-second refresh rate—have been fully analyzed and addressed in the Certified Final EIR for the Project. The Certified Final EIR explained that the 8-second refresh rate would not result in a significant risk to safety on roadways. (Draft EIR, Section IV.K – Transportation, pp. IV.K-27–24.)

c. Land Use Impacts

Comments stated that the Project and proposed Ordinances will conflict with existing zoning in the General Plan, Specific Plan, and several Community Plans because the proposed Ordinances will supersede current plans and future updates to these plans. Comments stated that there are several Project inconsistencies previously identified in the Draft Environmental Impact Report for the original version of the Project, including the conflict of FF-30 with the General Plan and a Community Plan, and the conflict of NFF-7 and NFF-12 with the Mobility Plan. Comments also stated that the Project and proposed Ordinances will conflict with joint development agreements for housing projects because several of the Project’s Site Locations are in locations that Metro identified as suitable for joint development agreements for housing. Commenters further claimed that the Project and proposed Ordinances will conflict with Vision Zero because 11 of the Project’s 16 non-freeway facing signs are located on the City’s high injury network (HIN) streets.

As explained in the Certified Final EIR and Addendum, after receiving a formal coastal boundary line from the California Coastal Commission, it was determined that TCN Structure FF-30 would *not* be located in the Coastal Zone and would therefore not be inconsistent with the General Plan or any Community Plans. (See Addendum to Final EIR, p. 25.) As also explained in the Certified Final EIR and Addendum, impacts resulting from any inconsistencies of NFF-7 and NFF-12 with the Mobility Plan would be less than significant. (Draft EIR, Section IV.I – Land Use, p. IV.I-21.) Further, NFF-7, NFF-12, and FF-30 have been eliminated from the Project, therefore further reducing any potential impacts relating to inconsistencies with the Mobility Plan.

The Draft EIR concluded that the Project would not interfere with the City’s ability to install Vision Zero improvements to enhance the safety of the High Injury Network, and would therefore not conflict with the Vision Zero Program. (See Draft EIR, Section IV.K – Transportation, p. IV.K-16.)

d. Historic Resource Impacts

Comments stated that TCN structure NFF-6 is located too close to the historic Angels Flight Railway. As analyzed and discussed in the Certified Final EIR for the Project, impacts

associated with NFF-6 on the Angels Flight Railway would be less than significant. (Draft EIR, Section IV – Cultural Resources, pp. IV.D-37, IV.D-49.)

e. Aesthetics, Light, and Glare Impacts

Comments stated that the Project has the potential to result in significant light and glare impacts on housing at Site Locations NFF-4, NFF-5, NFF-10, and NFF-17 because the proposed Ordinances only require signs to face away from residential zones and not *residences*, and therefore do not require that the face of any signs be oriented away from housing located in public facilities, light industrial or commercial zones. Comments also claimed that no analysis has been done to determine whether the proposed Ordinances' requirement that signs within 200 feet of residential zones be oriented away from such zones would exceed 3.0 fc at residences.

The Certified Final EIR evaluated potential impacts on all known *and* reasonably foreseeable residential uses—including those in non-residentially-zoned areas—located within the vicinity of a TCN structure. A site-specific evaluation for each individual TCN structure was performed and took into account each individual Site Location's height, and nearby sensitive uses including residential uses. The Lighting Study explained that residential use locations located more than 175 feet from Non Freeway Facing (NFF) signs will receive less than 0.30 fc, or less than 10% of the maximum 3.0 fc permitted by the Los Angeles Municipal Code. (Draft EIR, Appendix B – Lighting Study, pp. 2–3.) Impacts to residential uses were concluded to be less than significant based on the detailed analysis in the EIR. (Final EIR, Responses to Comments, pp. II-58, II-65–II-66.)

f. Biological Resources Impacts

Comments stated that several of the signs are located too close to biological resources, and therefore inconsistent with the proposed Ordinances' requirements. Specifically, comments stated that TCN structures FF-29 and FF-30 are within 200 feet of an ecological reserve, and the proposed Ordinances prohibit signs within 200 feet of an ecological preserve. Commenters also claimed that TCN structures are also located too close to Bowtie State Park (FF-13 and FF-14), Ballona Wetlands (FF-30), the Barnsdall Art Park/World UNESCO Site (NFF-1), and Sepulveda Basin Wildlife Reserve/Woodley Park (FF-25).

FF-13, FF-14, FF-29, FF-30, and NFF-1 have been eliminated from the Project. As discussed in the Certified Final EIR and Addendum, impacts to biological resources resulting from the Project would be less than significant. (See Addendum, pp. 18–19.)

g. Energy Impacts

Comments stated that the Certified Final EIR does not offer any assessment of the energy to be consumed by the communications network component of the Project.

The Certified Final EIR and Addendum analyzed the Project's energy consumption during operation—which primarily includes lighting and display purposes. (Draft EIR, Section

IV.E – Energy.) The exact traffic monitoring mechanisms have not yet been decided and are therefore too speculative to evaluate in the scope of an EIR for the Project. Moreover, as explained in the EIR, estimating the energy usage associated with the end-life of the materials used during the construction or operational life of the Project would be too speculative to be included in the EIR’s analysis for the Project. (Draft EIR, Section IV.E – Energy, pp. IV.E-25–IV.E-26.)

h. Cumulative Impacts

Comments stated that the Certified Final EIR for the Project fails to assess cumulative impacts from billboards outside the scope of the TCN Program in surrounding cities, including West Hollywood, Inglewood, Long Beach, and Downey. Relatedly, comments stated that the Certified Final EIR also failed to assess cumulative impacts resulting from the Sidewalk & Transit Amenities Program (STAP). To the contrary, the Certified Final EIR considered cumulative impacts in detail, including from the STAP program. (See Draft EIR, Section III – Environmental Setting, p. 12; Draft EIR, Section IV.E – Energy, pp. IV.E-37–IV.E-38; Final EIR, Responses to Comments, p. II-142.) Digital billboards in other jurisdictions are too remote to have impacts that would be cumulative with the TCN Program. Importantly the TCN Program is expected to reduce light pollution by virtue of eliminating three static signs for each TCN sign, which means existing light sources will be eliminated while new light sources will be highly engineered to reduce slight spillover.

VII. Additional Mitigation

Comments stated that additional mitigation that should be implemented, including increasing the takedown of static signs to further offset the impact of digital signs, increase the digital display refresh rate from 8 seconds to 20 seconds, change the start of digital display operating hours to begin at 7 am instead of 5am, increase the buffer from scenic highways from 200 feet to 500 feet, and require vertical and horizontal louvers on all signs to mitigate impacts to future projects or other sensitive uses.

As discussed in the Certified Final EIR and Addendum, all potential impacts resulting from the Project—including modifications recommended by the City Council’s Planning and Land Use Management Committee (PLUM)—are already less than significant or less than significant with mitigation. Therefore, no additional mitigation is required. (CEQA Guidelines, § 15204, subd. (a).)

VIII. Additional Alternatives

Comments stated that the EIR failed to explain why the existing or an expanded RIITS system is insufficient to meet the Project’s goals in lieu of the proposed TCN Program.

The EIR contains a reasonable range of alternatives. (CEQA Guidelines, § 15126.6.) The EIR analyzed three alternatives in detail, including a No Project Alternative, an Elimination of Impacts Relating to Historical Resources Alternative, and an Elimination of All Project


Significant and Unavoidable Impacts. (Draft EIR, pp. V-1–V-55.) Notably, the suggested alternatives would not meet some of the primary objectives of the Project. For example, the suggested alternatives would not meet (or not as effectively meet) the Project objectives to (1) geographically space the TCN Structures to expand Metro’s transportation public messaging network and ability to further increase Metro’s visibility and accessibility for all commuters, (2) maximize efficiency of the congested road network by promoting public awareness of travel alternatives, and (3) maximize advertising revenue that would be utilized by both Metro and the City to fund new and expanded transportation programs that would further Goal 2 of the Metro Vision 2028 Strategic Plan. (See Draft EIR, Section V – Alternatives, pp. V-15–V-16, V-34, V-52–V-53.) The range of alternatives analyzed in the Certified Final EIR is sufficient to permit the Board to make a “reasoned choice.” (CEQA Guidelines, § 15126.6, subd. (f).) Metro is not required to consider every conceivable proposed alternative to the Project.

IX. Privacy and Data Collection

Comments stated that the Project will collect cell phone and/or other personal data from drivers as they pass by the TCN structures and potentially sell or use such data to track individuals’ movements and travel.

Issues related to data collection and privacy are not CEQA issues required to be analyzed in an EIR. As discussed in greater detail in Metro’s December 7, 2023 letter to the City, Metro is a transportation agency and has no plans to use the TCN Structures to collect and sell individualized cell phone data or other personal data for individualized tracking, law enforcement, or other non-transportation purposes. Metro intends to collect only general traffic information via the TCN Structures to be used in the Regional Integration of Intelligent Transportation Systems (RIITS) and will not collect any data that is not already being collected by its partner public agencies in the City of Los Angeles.

Sincerely,



Tiffany K. Wright