



# Community Benefits Agreements

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## Executive Summary

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The Chinatown-International District (C-ID) stands as one of the oldest Asian American communities on the West Coast—home to a unique intersection of Chinese, Japanese, Filipino, Vietnamese, and African American cultures. The impending location of a new light-rail hub in the C-ID threatens this cultural richness and one of the last remaining havens for Black, Indigenous, and People of Color (BIPOC) residents of Seattle. Over the last century, the City of Seattle has consistently prioritized detrimental policies and large-scale development projects at the expense of the C-ID's well-being, causing the community to experience displacement, gentrification, and the erosion of the community's cultural identity. The City of Seattle has repeatedly failed to address and prioritize the needs of the C-ID community.

The impending placement of the new light-rail station within the C-ID exposes the community to another harmful large-scale development project when the C-ID is already contending with the risk of cultural erasure alongside an increase in hate crimes and anti-Asian violence. In past infrastructure projects, the City of Seattle has not adequately prepared, addressed, or collaborated with the active members of the C-ID community. To avoid this, the City of Seattle's Department of Neighborhoods (DON) partnered with our team from the LBJ School of Public Affairs to advise DON on the best practices for an effective CBA that could help the C-ID and other communities benefit from—and mitigate the adverse effects of—future developments, like Sound Transit 3.

To achieve this goal, we conducted a comprehensive investigation into Community Benefits Agreements (CBAs). This included a thorough literature review to identify gaps in understanding (see Appendix 2), an examination of relevant case studies of CBAs (see Appendix 3), and in-depth interviews with experts and participants of previous CBAs (see Appendix 4).

Analyzing our findings culminated in five key recommendations. These recommendations aim to provide insights for communities, like the C-ID, to effectively utilize a CBA to address large-scale development projects in their neighborhoods.

1. **Operate coalitions like a nonprofit organization.** Establish clear procedures and accountability to ensure coalition success.
2. **Understand and leverage the local landscape.** Deep knowledge of the political, development and public opinion dynamics is crucial for gaining leverage.
3. **Embed finance mechanisms into a CBA.** Empower communities by diversifying and embedding funding sources in CBA to gain community autonomy.
4. **Maintain clear, unified priorities and communication channels during negotiations.** Transparent communication and clear priorities are vital for negotiation success.
5. **Craft forward-looking contracts.** Secure long-term agreements tailored to community needs for sustainable benefits.

—The LBJ Team

## I. Introduction

### The Context

Listed in the National Register of Historic Places, the Chinatown-International District (C-ID) has been the heart of the most extensive Asian community in Washington State since the early 20th century.<sup>1</sup> The C-ID lies just southeast of Downtown Seattle and west of the Central District and Judkins Park, comprising Chinatown, Filipinotown, Japantown, and Little Saigon. The C-ID is a diverse cultural nexus, whose 2020 Decennial Census population of 4,075 people was 53% Asian and 69% Black, Indigenous, and People of Color (BIPOC).<sup>2</sup> The district is home to 400 small businesses, many owned by C-ID residents who speak more than 17 languages, most commonly Mandarin, Cantonese, and Vietnamese.<sup>3</sup> Despite thriving cultural diversity, the C-ID lags behind the city in traditional prosperity metrics. The 2023 median household income was \$39,171, 47% below the national MHI at \$74,580 and 66% below the Seattle MHI at \$115,409.<sup>4</sup> Within the C-ID, 29.6% of the population lives below the poverty level, nearly three times that of the greater city at 10%. 95% of C-ID residents are renters, compared to 55% in Seattle at large, and 25% of the population is aged 65 or older, more than double the rest of the city at 12%.<sup>5</sup> These factors make the C-ID more vulnerable to physical displacement, economic disruption, and cultural erosion, which are looming possibilities due to upcoming transportation developments.

Historic national and city government decisions, including infrastructure construction and transit hub developments, have adversely impacted the C-ID for more than a century. Shortly after the initial wave of Chinese and Japanese immigrants settled in the region in the mid-19th century, US Congress passed the Chinese Exclusion Act of 1882 to systematically restrict Chinese mobility and deny Chinese residents US citizenship. In 1886, a mob in Seattle, galvanized by institutionalized anti-Asian racism, attempted the forced expulsion of 350 Chinese residents from the city.<sup>6</sup> In the 1920s, Chinese, Japanese, and Filipino residents of Pioneer Square were displaced to make room for the 2nd Avenue extension, an early instance of transportation-induced gentrification that ultimately resulted in the C-ID's present location.<sup>7</sup> In 1942, Executive Order 9066 initiated Japanese Internment, declaring 10,000 King County Nikkei enemies of the state and forcing 7,000 Japanese and Japanese Americans into concentration camps.<sup>8</sup> The C-ID disproportionately bore the brunt of Interstate 5 construction in the 1960s, splitting the district in half and increasing air and noise pollution.<sup>9</sup> In response to C-ID mobilization for district preservation, Seattle established a Special Review District in 1973 to preserve the area's multiethnic Asian culture and history amidst further development.<sup>10</sup>

Today, public safety is the number one key concern identified by the C-ID Visioning Advisory Group, a community coalition of 15 local groups that formed in 2019 to strategize ahead of public and private development pressures.<sup>11</sup> The recent rise in anti-Asian hate crimes in Seattle and across the country is a critical factor in the complex context of the C-ID. Between 2019 and 2022, anti-Asian hate crimes in Seattle more than doubled, and crimes with anti-Asian bias increased more than fivefold. Today, violence against Asians in Seattle remains more frequent than pre-pandemic levels.<sup>12</sup> The coalition also identified cultural preservation as a key issue for the C-ID, which should secure long-time residents and businesses, champion cultural traditions and inclusivity, and integrate C-ID history and culture within future development. Residents and businesses expressed the need to prioritize the voices of those who live and work in the district, centering the lived

experiences of C-ID community members. Lastly, the coalition envisioned a thriving community with a strong local economy for future and legacy businesses, a preserved and honored neighborhood character, and expanded access to housing, mobility, and public spaces for existing residents.<sup>13</sup> This project takes place in a wider ecosystem of relationships between C-ID community members, city government, and Seattle residents. Understanding the dynamics between these groups provides insights into the needs of C-ID community members, and how future policy action and agreements fit into the existing context of the district and Seattle at large.

### The Challenge

The Seattle region has grown exponentially in recent years, with estimates projecting an additional 1.8 million new residents in the wider metropolitan area over the next 3 decades.<sup>14</sup> In response, the Sound Transit Authority planned its most recent expansion—Sound Transit 3—a \$54 billion expansion that will grow the network fivefold over the next 25 years.<sup>15</sup> The plan marks a comprehensive, important investment in Seattle Metropolitan Area public transportation which will not only expand light rail but invest in bus rapid transit, commuter rail lines, pedestrian mobility, and bicycle access. However, the Chinatown-International District lies at the center of these new light rail stations, facing the risk of physical, economic, and cultural displacement.

This is Sound Transit's third expansion package to achieve its mission of planning, building, and operating transit throughout the Puget Sound, with the initial phase approved in 1996 and the second phase undertaken in 2008. Evidence from earlier Sound Transit light rail projects points to inadequate anti-displacement measures, which contributed to changes in ethnographic composition around 1 Line light-rail stations between the Central Business District, through Rainier Valley to SeaTac. Traditional urban multiracial and multiethnic neighborhoods closer to Seattle's downtown saw influxes in white residents during construction, as people of color were forced further outside the city once Link came online.<sup>16</sup> Amidst the incoming project, it is crucial to recognize the adverse consequences of transit-development that disproportionately affect BIPOC communities. Evidence has shown that these projects exacerbate existing structural inequities for BIPOC neighborhoods, leading to residential segregation, rising house prices, and demographic inversion, where lower-income households are forced to move further outward to find neighborhoods with affordable housing, while new wealthier households move into the neighborhood.<sup>17</sup>

### The Need

In 2023 the C-ID was placed on America's 11 Most Endangered Historic Places by the National Trust for Historic Preservation.<sup>18</sup> Without a complete articulation and enforcement of specific strategies to mitigate, minimize, or eliminate the displacement effects of Sound Transit 3, the C-ID will disappear. Seattle must operate with a social justice lens guided by equity to institute strategic, intentional protection measures against displacement. All the benefits, opportunities, and resources that the community derives from transactions of local government in the name of public good cannot come at the expense of those whose economic and social resilience is vulnerable—least of all by those who have historically been impacted by disinvestment and unjust racist policies.<sup>19</sup>

Some of the recognized anti-displacement policies include: tenant protections, increases in affordable housing and preservation of existing stock, equitable development, community

ownership, business and cultural stabilization, and institutionalized racial equity.<sup>20</sup> Inclusionary zoning ordinances can create affordable housing, while inclusionary business development can set aside percentages of retail space for local businesses. Policies such as the Right-to-Return can prioritize the ability of existing homeowners, renters, and businesses to retain space amidst development, and increasing housing supply for all income levels across the city as a whole can mitigate the influx of wealth with the power to gentrify.<sup>21</sup> Close consideration of gentrifying effects, such as code violation policing, should be reoccurring and addressed through resources and support.<sup>22</sup>

Equally important is the need to center the voices of those most affected by displacement and ensure community engagement practices realize meaningful decision-making power to actualize community needs. A 2016 report on anti-displacement strategies by The National Coalition for Asian Pacific American Community Development (National CAPACD) and Council for Native Hawaiian Advancement (CNHA) names displacement strategies that supplement current policies, to include centering equity in community involvement policies and eliminating disproportionate burdens on underserved groups, capturing funds from developments to fund anti-displacement tools and expanding impact analysis tools to assess the effects on affordability.<sup>23</sup> The report also highlights innovative community activism in response to displacement. In 2012, the Little Mekong community in St. Paul, MN, through the Asian Economic Development Association (AEDA), created an intergenerational collaboration between artists and immigrant small businesses. AEDA's strongest anti-displacement tools—technical assistance for small businesses to flourish and creative arts support to stimulate the neighborhood—were used to highlight Little Mekong's culture, diverse communities, and local businesses. As the city considers displacement policies, constant engagement of community stakeholders in the processes of decision making and urban planning is key.

## II. Purpose of this report

Seeking to redress past harms, the City of Seattle tasked our LBJ team with research to understand how a Community Benefits Agreement (CBA) can mitigate the risks of development and offer benefits to the C-ID. We began the work in September, meeting with the City of Seattle Office of Planning and Community Development (OPCD) and Department of Neighborhoods (DON) to better understand the task, which led into the proposal and agreement phase of the project. We then conducted an extensive literature review and iterative case study analysis process. We filled information gaps identified through this research with expert interviews. Finally, we conducted various brainstorming and synthesis sessions to narrow key findings and solidify five main recommendations.

This nine-month project culminates in the contents of this report. This document serves as a comprehensive policy paper and guide to CBA best practices, including recommendations regarding coalition operations, understanding the local landscape, financing CBA benefits, negotiating benefits, and ensuring legal validity and agreement longevity. The formal policy paper presents our complete findings and recommendations based on literature review, analysis of our four case studies—the L.A. Live CBA, Pittsburgh's One Hill CBA, the Atlantic Yards CBA in Brooklyn, and the Atlanta BeltLine CBA—and expert interviews with policy, finance, and community organizing professionals. In addition, we attached an informal guidebook intended for

wide distribution within the C-ID community. This resource is intended to foster a shared understanding of CBA utilization to guide community organizing, advocacy, planning, and implementation of a proposed CBA.

CBAs are legally binding agreements that stipulate developer-provided benefits for communities affected by commercial, residential, and industrial real estate, infrastructure, and other development projects. A more comprehensive definition of CBAs follows, but it is important to understand that the CBA process contains distinctive phases of preparation, design, and application. These phases are common among CBAs, and although the needs of communities will differ based on the particular threat development poses to their community, we hope to provide recommendations that serve as a springboard for communities looking to better prepare and understand the risks and benefits of development, and how to negotiate with the various stakeholders involved.

Our report is intended to be general and useful for various potential development projects. Our research began with the history of the C-ID and Sound Transit's legacy in Seattle, but our findings and recommendations are broadly applicable and have been designed based on a collective analysis of multiple CBA case studies with different contexts. Section I is highly referential to the C-ID and represents the characteristics we used to choose comparative case studies. Section III defines the CBA tool and describes its capabilities. Section IV represents our key findings from the discovery phase, which ultimately shaped the framework used in this report and the final recommendations provided in Section V. Appendices provide further information on our research methodology, as well as a complete literature review, case study vignettes, and interview summaries.

### III. What is a CBA?

Over the last two decades, CBAs have emerged as a tool for communities to harness development projects to meet local environmental, social, economic, and infrastructure needs. CBAs are one tool in a wider suite of community bargaining strategies, which include community workforce agreements, impact benefit agreements, and development agreements. Scholars across disciplines define a CBA as a legally binding contract between a community coalition and developer, in which the community receives various communal benefits in exchange for public support of the project.<sup>24</sup> Local government often acts as a third party, excluded from negotiations but useful in facilitating conversation between the CBA parties and bringing developers to the negotiating table. Local governments may embed the CBA in a city development agreement or other similar official documents, which can ease the CBA enforcement burden for communities.<sup>25</sup> Each CBA is fundamentally unique depending on the type of project and its size, and the community identity, needs, and political landscape.

While scholars and practitioners generally agree on the broad definition of a CBA, few speak on specific criteria that set them apart from other agreements, while others disagree on the more specific defining aspects. Julian Gross, one of the foremost legal experts in the CBA space as both a practitioner and scholar, has identified four criteria an agreement must satisfy to qualify as a CBA:

1. **A CBA is a legally enforceable contract.** This excludes generic goodwill statements from developers, which state wider aspirations for a community.
2. **A CBA must concern only one project.** This excludes any policy that imposes requirements on all projects in a region, such as a city ordinance.
3. **A CBA addresses multiple community concerns.** This excludes single-issue commitments made by a developer. For example, CBAs may include a combination of benefits like community involvement in a master plan to guide future development, various labor support measures, and a plan for landmark preservation.
4. **A CBA must have substantial community involvement.** This excludes negotiations between developers and elected officials, developers and a third unrelated party, or developers and a redevelopment agency.

Gross argues that these four criteria are essential in any CBA to ensure that the community is getting substantive benefits and that the CBA title is not co-opted by developers or others with a stake in a project to broadcast good behavior.<sup>26</sup> Although Gross took a purist approach in defining CBAs when they were an emerging topic in the literature, our interview with him revealed his view has evolved to a more moderate approach. Although establishing a strict definition was necessary to gain wider visibility as the tool first emerged, we believe the most significant analytical takeaways from CBAs stem from their community-directed process and the benefits they can deliver on the local level, rather than narrow definitional checkmarks.

## IV. Key findings

Through the discovery phase of this project, several key findings stood out. These findings inform the scope of this project—and ultimately the recommendations—from both an operational standpoint and a social justice lens.

### CBAs can advance social justice and deliver some economic benefits.

Although there is no direct replacement for public investment, in cases where public or political support is lacking for community development projects, CBAs can serve as a valuable tool. When implemented correctly, CBAs can address social justice concerns on a small scale, including rising economic inequality for communities of color, the impact of the back-to-the-city movement's affluent white influx, and the widespread gentrification and displacement of urban communities.<sup>27</sup> Incorporating specific community needs into the CBA contract, such as wage requirements, community amenities like green spaces or centers, funding for community trust funds, job training, low-income housing, and local hiring programs can fit social justice needs.<sup>28</sup> By advocating for and including these commitments in the CBA, communities can harness CBAs to their advantage, securing economic benefits and addressing social justice concerns.

### CBAs are not a stand-alone solution for displacement.

Almost universally, communities that choose to pursue CBAs carry histories of institutional disinvestment, displacement, and discrimination, a history they share with the C-ID in Seattle and low-income and BIPOC communities across the US. Empirical disinvestment is part of what makes these communities attractive and advantageous for developers in the first place, because

land is cheaper, returns are higher, and opposition is often dismissed. From the CBA literature, case studies, and expert interviews, even when communities successfully negotiate and implement CBA benefits, they are not immune from the displacing effects of gentrification. In South L.A., the Figueroa Corridor—the neighborhood involved in the L.A. Live CBA—today is unrecognizable for those community members living there when the CBA was signed.<sup>29</sup> In Brooklyn, the neighborhoods surrounding Atlantic Yards have witnessed an exodus of black residents, and projections indicate this trend will continue.<sup>30</sup> There is no replacement for direct public investment—not even a CBA. Municipalities cannot substitute a community-orchestrated CBA for other anti-displacement policies and substantial investments that meet community-dictated goals. Not only does this depend on developers to solve displacement—something they are often not equipped to do—but it also avoids the responsibility city governments bear to redress their historical failures with racism and classism, and delegates the burden to already-vulnerable communities.

### There are 3 compounding phases of the CBA process: Preparation, Design and Application.

If a community decides to pursue a CBA, it's important to understand that the process is extensive and resource-intensive, consisting of three key phases: Preparation, Design, and Application. Each phase has its own set of tasks and objectives, and a thorough understanding of these phases is crucial for a successful CBA implementation.

- a. **Preparation Phase:** In the initial phase, the community evaluates the merits and benefits of a proposed development project to determine if pursuing a CBA is appropriate. If the decision is made to proceed with a CBA, the community forms a coalition and begins organizing in anticipation of the project. This phase involves leveraging strategies to engage the developer in negotiations, ensuring that community interests are represented at the negotiating table.
- b. **Design Phase:** The second phase encompasses finance, negotiation, and legal drafting. Here, coalitions and developers negotiate benefits in exchange for public support for the development project. Once negotiated, the parties reach a binding agreement that outlines the benefits, finance, implementation, and evaluation terms.
- c. **Application Phase:** The third phase involves implementation, enforcement, and evaluation. This phase is the longest, extending from signing the CBA until all benefits are delivered and evaluated. Implementation of benefits is enforced and evaluated with oversight based on the terms outlined in the CBA contract.

The purpose of this project was to evaluate CBAs as a potential anti-displacement tool that can simultaneously prevent social isolation, cultural erosion, and economic disruption in communities facing large scale developments, while actively strengthening community resilience. The key findings suggest that CBAs address social justice and can deliver real economic and environmental benefits, but are not—on their own—solutions for anti-displacement and cultural preservation in vulnerable communities.

## V. Recommendations

Building upon our key findings, we distilled five recommendations for communities looking to use a CBA. These suggestions aim to empower communities like the C-ID by serving as guiding principles for effective CBA practices within communities facing similar challenges.

### 1. Operate coalitions like a nonprofit organization.

The organization, cohesion, and strategies of a community coalition during the Preparation Phase is central to an effective CBA. At every stage of a CBA coalition operations contribute to its success or demise. It is therefore beneficial to have an operating guide, and—given the social justice origins and community goals of a CBA—structures and policies common to nonprofits suit community coalitions well.

- a. **Coalitions should be representative, permanent, and accountable.** A coalition rooted in accountability sets a foundation for success and supports two other key criteria of a coalition: representation and permanence. Being representative of the community helps ensure transparency and integrity of a CBA and maximizes visibility. Coalitions must define “community” broadly to be as inclusive as possible and should amplify marginalized community voices at all stages of decision-making, not just during an early community engagement phase. CBAs are long-term—the process can extend over a decade in some projects—and require vigilance and continuous effort through the Application Phase; lacking permanence means neither the developer nor the city have an entity holding them accountable. Using a backbone support organization to facilitate logistics and responsibilities among coalition members standardizes coalition protocols and helps large coalitions operate in the long-term. Using established, reputable organizations with demonstrated histories of service in the community also helps with permanence. Consider a highly litigated CBA, Brooklyn’s Atlantic Yards CBA (see Appendix 3d), where only eight groups participated in negotiations and most formed primarily to negotiate the CBA, while local organizations with proven track records of community advocacy were excluded. Those organizations that formed in response to the CBA no longer exist today to monitor benefits and developer breaches. In the manner that a nonprofit is accountable to its service population and stakeholders, a coalition must be accountable to the community impacted by the development. Coalition Operating Procedures, which standardize coalition members’ engagement with each other, the public, and the developer, can include ethics councils and clarified decision-making criteria. Additionally, developers and the city must not select or directly fund coalition members. In the case of Atlantic Yards, the project developer helped to create and fund the organizations that supposedly represented the community side, which limited their ability and willingness to enforce project benefits for fear of losing funding.<sup>31</sup>
- b. **Coalitions need a strong unifying vision.** Coalitions, like nonprofits, should convene around a shared vision for a thriving community. The CBA process is long and resource intensive, placing a strain on human capital and ultimately on coalition goals. Staying unified and grounded in the vision helps coalitions endure the tradeoffs and compromise inevitably found in negotiations that can spur disagreements and divisions. The L.A. Live CBA (see Appendix 3a) exemplifies the value of a unifying vision; theirs included

economic justice and constructing political power among the people most impacted by L.A. Sports and Entertainment District.<sup>32</sup> During negotiations unions acted separately from the CBA to comply with federal guidelines on labor negotiations; however, they remained in step with the coalition's strategy and demands.<sup>33</sup> When coalition members have different first tier priorities, a vision around shared values brings cohesion

- c. **Coalitions should look to various funding sources for operating funds, including public, private, and philanthropic.** In the manner that nonprofits exist as a result of intentional and organized fundraising, coalitions should look to various funding sources for operating funds, including public, private, and philanthropic. Funding is a recurring challenge for coalitions, creating a high barrier to entry for the CBA process. In every phase of a CBA, a coalition will have tasks that are labor intensive and often time sensitive. While volunteers are valued, a coalition should have the capacity to fund some personnel, supplies, and materials, and other operating funds necessary for quality community engagement, operating committees, communication, and legal representation. This financial planning must start early.
- d. **Coalitions must establish metrics that measure performance and success.** Though CBA evaluations have not been widely documented, it is in coalitions' best interest to clearly define and match goals with metrics. The coalition should establish evaluation metrics that can include several components, including a program analysis, a financial analysis, and a performance analysis. A performance evaluation tool should track progress on the specific measurable benefits, such as living wage requirements for employment programs and project contractors, first-source hiring metrics, or affordable housing units.<sup>34</sup> Together, these components can contribute to accountability and provide a clear picture of CBA outcomes.

## 2. Understand and leverage the local landscape.

In order to reach the Design Phase, coalitions must use leverage to get developers to negotiate. To do so effectively, they must thoroughly understand the local landscape, identifying key leverage points across three main landscapes: public opinion, political, and development. No single landscape outweighs another. Instead, community coalitions must monitor and evaluate all three simultaneously. This comprehensive approach will help them identify potential leverage opportunities and ensure the best outcomes for their communities.

- a. **Know how the public sector supports developers.** Public aid in the form of subsidies, incentives, and expedited permitting processes provides critical support for developers, especially during pre-development. The use of tax dollars, credits, or exemptions often require a degree of community engagement in support of the project, which coalitions can leverage to their advantage. If a municipality is spending public funds on a private development, communities have some leeway to demand the project aligns with their community goals by delivering some direct benefits. In a CBA, coalitions offer their support for the project, given certain conditions, so understanding how the public sector invests in the development opens up opportunities to leverage that offer of support.

- b. **Track political timelines, allegiances, and interests.** This includes identifying critical political actors, understanding their interests, re-election timelines, and whether they support or oppose the development project. For example, in the L.A. Live CBA, public proponents of the project, including the Mayor and some members of City Council, were reaching the end of their term limits, and election polling indicated the incoming class of representatives were likely very pro-labor. The coalition courted the L.A. County Federation of Labor so that when the developer—seeking labor’s support for an expedited permitting process—approached the Federation, they could leverage union support in exchange for benefit negotiations.<sup>35</sup> When public officials are not up for re-election, community coalitions can focus on forming alliances. By identifying representatives critical of the development project, coalitions can create alliances to amplify their influence. Understanding political interests becomes particularly crucial when the city is directly involved in the development process. In such cases, garnering support from public officials might be challenging due to conflicting interests. Community coalitions should then use community-specific tactics to ensure their voices are heard. Community-specific tactics can include leveraging an official’s social justice and equity legacy or a political announcement in support of the community or applying pressure on politicians who may be sensitive to their demographic.
- c. **Use key developmental process milestones and timelines to harness developer urgency.** This involves identifying major development milestones and timelines and evaluating how leverage changes when a developer is public versus private. Developers are subject to extensive regulations and public scrutiny, and private developers rely heavily on land use approvals, subsidies, and public funding. Any delays in the development timeline are extremely cost burdensome for developers, which can motivate them to negotiate benefits. The reliance on approvals offers coalitions additional points of leverage if they strategically organize actions around these major milestones, such as environmental impact reports, subsidy decisions, and land use approvals. If the project is private, coalitions can strategically withhold support and employ media tactics, making it difficult for the project to gain public approval on schedule during crucial junctures. In contrast, public development projects may present fewer leverage points. Public developers are not as singularly cost-motivated—there are also political motivations—and are often perceived to provide public benefits regardless of public opinion, reducing the pressure to negotiate. However, community coalitions can still influence these projects by advocating and rallying public support. Understanding the development landscape is not only about identifying whether a project is public or private, but also about timing. Coalitions must recognize that the development process moves quickly, and entering late can result in lost leverage opportunities. Therefore, it is crucial to be involved and planning from the beginning.
- d. **Communicate strategically with the public.** This entails understanding the level of public awareness surrounding the development project and educating the public on its effects. For example, consider the Atlanta BeltLine CBA (see Appendix 3b), where community members were unaware of a planned redevelopment project until shortly before the city council approved it, leaving them unable to secure community benefits that addressed their needs. To avoid such oversights, coalitions should plan beforehand to gauge public

knowledge and communicate strategically with the public. In Atlanta's case, a proactive awareness campaign could have rallied public support, compelling the city council to consider community needs during the CBA process. In contrast, the One Hill CBA (see Appendix 3c) used media to visually connect the development's impact on Pittsburgh's historically Black Hill District to the Civil Rights Movement. After the city sent a letter refusing to discuss the CBA, the One Hill coalition held a press conference where they set the letter on fire, using imagery from the 1968 riots following the assassination of Dr. Martin Luther King Jr. to draw comparisons to the continued struggle of Black residents of Pittsburgh.<sup>36</sup> Coalitions should devise communication strategies to find leverage points through a mix of tactics, including media campaigns that tell historical truths about exclusion, racism, and classism, in order to inform the public about true community impacts.

### **3. Embed finance mechanisms into a CBA.**

CBAs highlight a common thread among historically disinvested neighborhoods: the lack of agency over investments that alter the community itself. As with all public projects, every aspect of the CBA process requires funding—for community engagement, organizing, legal representation, compensation for community leaders, and oversight, to name a few—which can pose a high barrier to entry for community organizations. CBAs present an opportunity to include finance mechanisms within the contract, both for the coalition's ongoing operational needs and to increase community autonomy over neighborhood investments. Including finance tools in the CBA contract can redistribute decision-making power over investments back to the community (see Appendix 5 for more detailed tool descriptions).

- a. Ask for the moon. The only limits are local laws, negotiation, and imagination.** There are no set bounds on what can be included within a CBA because, by nature, it is a highly adaptable tool. Community members should be comfortable entering negotiations with a high funding target knowing that negotiations will likely pull it down. Although there is no set ratio of benefit costs to total development costs, communities should learn what is typical for the type of development project and the geographic region. Communities should understand local guidelines and trends related to their goals (i.e. affordable housing, infrastructure, green space, etc.) and build their ideal budget from there.<sup>37</sup> For example, if the CBA process and inclusion of benefits will lead to land use up-zoning for the developer, the public should secure close to 30 percent of added value in affordable housing or another benefit. Developers are not afraid to provide benefits because they can mitigate project uncertainty, and communities can use that willingness to their advantage when determining the magnitude of funding required to fulfill the agreement.
- b. Economic development financing tools are well suited to fit within a CBA.** These tools include community development funds, community land trusts, tax increment financing, social impact bonds, public-private partnerships, and joint development agreements. Communities must evaluate these tools based on their desired outcome, which will dictate the level of autonomy needed over the funds generated.<sup>38</sup> For example, community development funds and community land trusts allow for the highest level of autonomy for the coalition but may not result in immediately available funds. Public private partnerships and joint development agreements help with the initial lower cash flow of other funding

options but, by nature, involve another entity with potentially competing interests.<sup>39</sup> If the community maintains a strong relationship with the local government, tax increment financing may be a sustainable and secure mode of funding but risks a high regulatory burden and lack of freedom. All of these mechanisms are long-term commitments, and coalitions must assess their capacity for continued oversight and operations.

- c. **Organizations directly involved in negotiations should not receive direct funds through the CBA contract for accountability and transparency.** Those at the negotiating table should act in the interests of the wider community throughout the negotiation process. To avoid conflicts of interest and to provide oversight for the group, those organizations directly involved in negotiating forgo the opportunity to receive direct funding from the CBA.<sup>40</sup> Instead, communities should ensure that their values are aligned from the beginning, meaning that funding received will support community priorities regardless of the specific organization receiving the funding.
- d. **Allocate funding to an independent philanthropic organization that can disburse to the community.** A trusted philanthropic organization independent of the coalition can distribute funds to community organizations involved in direct service. Whether community members serve on the advisory of a donor advised fund or otherwise work closely with the philanthropic organization, this funding option allows for the freest use of funds and ensures that direct community benefits, particularly those requiring programming, are not overly regulated by local public entities and are able to adapt to specific, hyper-local community needs. Philanthropic organizations are beholden to grantors rather than taxpayers, allowing them to be more nimble and focus on more specific issues. Since community groups are likely already linked to local nonprofit organizations, relationships with these trusted philanthropic organizations might already be in place. Lastly, innovations within philanthropic organizations have created processes by which community member voices are recognized and needs are met, and these organizations typically have lower turnover rates than elected officials, making them vehicles for sustainable advocacy.

#### **4. Maintain clear, unified priorities and communication channels during negotiations.**

Negotiations are always challenging, but CBA negotiations are incredibly demanding because they involve numerous organizations within the coalition. Not only must coalitions concern themselves with negotiation strategy vis-à-vis the opposing party, but also with alignment within the coalition—a fracture within the coalition could derail negotiation efforts entirely. The sheer size of the coalition poses unique challenges; it is impractical to have all community members at the negotiation table, coalitions must select representatives and establish guidelines for effective and timely communication.

- a. **Establish proposals, counter-proposals, and priorities in advance.** Given the creativity involved in CBA negotiations, which often entail multiple parties and benefits, communities must come to the table with a unified understanding of their needs, ordered priorities, and strategies for articulating them.<sup>41</sup> In Pittsburgh’s One Hill CBA, the coalition determined their list of priorities directly from a community engagement survey conducted

during the Preparation Phase, and from community benefit proposals presented to and evaluated by the community.<sup>42</sup> The overarching strategy must include the best case scenario all the way through the last acceptable alternative, including the best alternative to a negotiated agreement, commonly called the BATNA.

- b. **Choose experienced negotiators.** Entrusting the negotiation strategy to seasoned negotiators is essential. A frequent misstep for communities is assuming that negotiators should solely be community leaders or charismatic figures. However, the most adept individuals are those who not only prioritize the community's interests but also possess negotiation experience. This includes individuals familiar with the real estate or development industry, as they can grasp the development perspective. In Pittsburgh, the One Hill CBA coalition partnered with Pittsburgh United, the community-unionism arm of the Service Employees International Union Local 3 that received some local foundation funding to organize the CBA. Tensions within the partnership led the coalition to choose less experienced community members to negotiate, rather than union representatives with decades of experience gaining benefits through contracts. This resulted in fewer contractually obligated financial benefits than the coalition would have liked.<sup>43</sup> Having negotiators with direct experience means that they will more than likely be able to find mutually agreeable solutions and benefits to which developers will be more likely to agree.<sup>44</sup>
- c. **Have clear communication channels.** In any coalition, the number of people able to participate directly in negotiations is much smaller than overall membership, creating a communication barrier. Therefore, coalitions must devise clear communication strategies to keep the entire community informed. Transparency ensures accountability; all community members and allied groups should be kept abreast of negotiation progress, strategic pivots, and expectations. Additionally, maintaining this transparency can help sustain member engagement throughout the extended negotiation process, combating coalition fatigue.
- d. **Municipalities should not be part of negotiations between private developers and coalitions.** Lastly, municipalities like cities, counties, or other agencies should not directly take part in negotiations between communities and private developers. This precaution prevents conflicts of interest between the city and the community or developer. In many CBAs, some form of public subsidy is involved, so those responsible for granting the subsidy should not be involved in the negotiations. However, it is worth mentioning that municipalities can and should play a role in encouraging developers to negotiate with communities.

## 5. Craft forward-looking contracts.

The CBA contract is the bedrock for everything that comes after, including enforcement, implementation, and evaluation. Development projects take years to complete—in the case of Sound Transit 3, up to 25 years—so the legal document must plan far into the future to set the agreement up for success. Specificity is key in the contract, whether it be timelines, metrics, roles and responsibilities, or protocols. Below is a series of points coalitions should consider before signing their CBA contract.

- a. **Get an attorney.** Feasibility depends largely on local and state regulations, which differ widely across the US. For example, CBAs in right-to-work states that prohibit local hiring programs are constrained by strict labor laws that limit the legality of programmatic benefits.<sup>45</sup> These distinct local variances make legal aid non-negotiable for tight, enforceable contracts. However, legal support often poses a challenge for coalitions because of the high costs of legal fees and the sparsity of attorneys familiar with CBAs.<sup>46</sup> Pro-bono and nonprofit attorneys—or labor attorneys if the coalition contains union membership—are a useful resource to secure legal representation in a CBA agreement, and coalitions should plan their legal aid strategy, including for legal fees, early in the process.
- b. **Set clear metrics and timelines.** The CBA contract must set explicit metrics for all benefits, including affordability measurements and evaluation metrics. The contract must also include timelines for benefit disbursal, reporting processes, evaluations, and routine communications between developers and coalition members. In some cases—like the L.A. Live CBA, where benefits included a minimum amount of affordable housing in a residential development—the contract can stipulate that affordable units must be completed before market rate units are available for rent or purchase.<sup>47</sup> Coalitions should outline a reporting process with requirements for each component part of the agreement, where the developer and any contractors submit data on living wages, local hiring, environmental clean-up statuses, and affordability metrics, etc. The contract should state timelines for quarterly meetings between coalition members, developers, and—if necessary—city officials.
- c. **Clarify roles and funding requirements for ongoing enforcement and oversight mechanisms.** The implementation process is long and requires significant forethought, including how to sustain operational needs during this period. Although contracts do not need to designate who, specifically, will deliver services and benefits—this can raise some conflict of interest dilemmas if coalition members receive direct funds in the contract—they should clearly state how those decisions will be made.<sup>48</sup> Establishing an advisory committee and governance structure in the contract lays out criteria for decisions about which entities will carry out benefits and tasks, including evaluations later on. Coalition and developer representation on an advisory committee is key and establishes ongoing channels of communication in the long term. Funding needs, separate from the funding needed to construct and implement benefits, must also cover the anticipated evaluation and oversight mechanisms.
- d. **Include a succession provision in case of developer or coalition turnover.** Part of planning for possible future scenarios includes preparing for cases where the developer sells the rights to the project. As seen in the Atlantic Yards CBA, this can derail benefit disbursal, even if the project ultimately moves forward. Coalitions and their attorneys should include a turnover provision to protect the contract and ensure requirements are binding for successors.<sup>49</sup> This could also include enforcements for contracted entities—for example, if the development will house embedded commercial spaces, like an arena project often hosts stores within the stadium, the contract can include a clause that holds employers to living wage standards or local hiring minimums.

- e. **Plan out a dispute resolution pathway that precedes litigation.** Litigation is a last resort because it is regressively expensive for coalitions in comparison to developers. To preclude the need for litigation, coalitions and developers should include a dispute resolution pathway for pre-litigation and arbitration that details a course of action. In the L.A. case, this pathway included a meet and confer process between the coalition, developer, and city officials to attempt in good faith to resolve the issue, and a remediation period for parties to make programmatic changes to meet requirements.<sup>50</sup> CBAs may also include a binding arbitration provision where a neutral third party hears the case and issues a binding decision, rather than a long legal battle which often disadvantages community coalitions.<sup>51</sup>
- f. **Cities should include the CBA in a Development Agreement to increase enforceability.** A Development Agreement is a legally binding contract between a local government and a property owner that includes additional obligations or terms not otherwise required through existing land use regulations—they often accompany a development that receives financial support from a public entity. In both the L.A. Live and One Hill CBAs, the municipalities included the CBAs into Development Agreements with their respective developers which allowed the city to be an enforcing party to the agreement.<sup>52</sup> In One Hill’s case, the Development Agreement also included a community-designed Master Plan, which articulates architectural guidelines, parking, access, and open space guidance, among other elements, to inform future publicly-funded developments in the neighborhood.<sup>53</sup> Embedding a CBA within a Development Agreement adds an extra layer of legitimacy and enforceability to a contract because it formalizes the local government as a third party enforcer to the agreement.<sup>54</sup>

## VI. Conclusion

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Communities across the U.S. grapple with economic pressures spurred by development. These pressures often trigger gentrification, displacement, cultural erosion, and economic disruption, particularly affecting economically and socially vulnerable communities. In response, Community Benefit Agreements have emerged as powerful tools to address social justice concerns and provide some economic benefits. Our comprehensive research on CBAs, comprising literature reviews, case studies, and qualitative interviews, reveals that while CBAs are valuable tools, they are not a singular solution for displacement, and they cannot replace direct public investment that aligns with community needs. Our findings emphasize that embarking on a CBA requires careful consideration and community dedication. We have identified three pivotal phases in the CBA process: Preparation, Design, and Application. While CBAs cannot replace direct public investment, should a community choose to pursue a CBA, our recommendations can help communities acquire benefits where policymakers can or will not. Operating coalitions akin to nonprofit organizations, understanding and leveraging the local landscape, embedding finance mechanisms into CBAs, maintaining clear priorities and communication channels during negotiations, and crafting forward-looking contracts are all essential for success. By implementing these recommendations, communities like the C-ID can effectively utilize CBAs to navigate large-scale development projects in their neighborhoods, ensuring sustainable benefits and equitable outcomes for all stakeholders involved. It is our hope that this report helps communities, like the C-ID, not only gain economic benefits from development projects, but thrive with them.

## VII. The LBJ Team

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### Clara Belk (she/her/hers)

#### *Internal Project Lead*

Clara will oversee internal management of the project. She is responsible for setting weekly internal meeting agendas, surface checking deliverables, and overall monitoring project progress.

Clara earned her undergraduate degree from Tufts University in both Arabic and International Relations. She is an experienced community organizer, specifically in ecological restoration, disaster response, and statewide voter turnout. She focuses on urban policy, economic justice, and economic mobility. Clara is currently a Research Assistant at the LBJ Urban Lab, where she works on a wide range of topics affecting today's cities, including affordable housing and childcare.



### Gabby Douthitt (she/her/hers)

#### *External Project Lead*

Gabby is responsible for liaising between the client and the team by serving as the main point of contact for the client. She will oversee logistics and substantive planning of bi-weekly client meetings and work with the client in the initial stages of information gathering.

Gabby, who holds degrees in creative writing and economics from Texas Christian University, has a background in nonprofit direct service, specifically leading youth STEM and literacy programs and writing grants. During her time at the LBJ School, she has worked under the RGK Center for Philanthropy and Community Service on research regarding technology policy, advocacy, and philanthropy. Most recently, she served as a summer analyst in the Travis County Planning and Budget Office. Her policy interests include public and social finance, economic development, and ESG/corporate social responsibility.



### Chelsey Jimenez (she/her/hers)

#### *Lead Researcher*

Chelsey will oversee logistics and content of our literature review, beginning with our annotated bibliography, by upholding the policy framework for our project and ensuring that our team relies upon a variety of timely, relevant, and vetted sources.

Chelsey holds a bachelor's degree from Hope College and specialized studies in International Relations from the School of Oriental and African Studies in London and Berlin. Currently pursuing a master's degree at the LBJ School, she actively contributes to experiential learning at Texas Career Engagement by researching, strategizing, and advising on program implementation. Her career journey includes involvement in the non-profit sector, particularly in community development, and a notable internship at the Colorado River Alliance. Chelsey's policy interests revolve around advancing community-based initiatives, promoting equitable education, and enhancing non-profit management.



### **Mariana Montejano (she/her/hers)**

#### *Lead Methodology*

Mariana will lead our methodology and oversee our case study investigations and semi-structured interviews. She will provide guidance on case study selections and structuring and develop question frameworks for our semi-structured interviews.

Mariana has been strengthening public education for over 20 years. She was recognized for her identity-affirming pedagogy and rigor as a bilingual educator. She also served as a community organizer, a parent/family educator, and most recently as a Restorative Practices Associate. Ms. Montejano coached administrators, mentored teachers, and advocated for children. She co-led an organization's capacity building

initiative around climate and culture to address inequity in disciplinary actions. Her approach centers relationships, meaning-making, context, culture, and tending to our ancient core needs as humans.



### **Jose Silva (he/him/his)**

#### *Lead Policy Analyst*

As the lead policy analyst, Jose will oversee all policy aspects of the project. Ranging from problem framing, financial analysis, policy communications, and the creation of clear, concise, and data driven policy recommendations based on client needs.

Jose is from South Texas and grew up on both sides of the border, in the cities of McAllen Texas and across the Rio Grande in Reynosa Tamaulipas. He earned his undergraduate degree at Texas State University in applied sociology. His professional experience ranges from academic research, particularly in qualitative research on minority businesses, working for a chamber of commerce, interning in the U.S. House of Representatives, and working in the State legislature as a policy analyst focusing on public finance, ports, veterans, and border issues, among other topics.

# Appendices

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## Appendix 1: Methodology

We used three basic research questions, listed below, to guide this project exploring community benefits agreements, and a comprehensive literature review, case studies of CBAs in peer cities, and qualitative interviews with CBA practitioners and experts to answer them.

1. What is a Community Benefits Agreement and how does it work?
2. What lessons can be learned from peer cities that have used CBAs?
3. What are the elements of an efficient and sustainable CBA?

The first question was designed to give us the most basic and comprehensive understanding of CBAs. The second helped us gain a practical understanding of CBAs outside academia. The purpose of the third was to identify best practices for making an efficient and sustainable CBA.

To answer these three questions our methodology was composed of a literature review, nine semi-structured interviews, and four case studies. The literature review tapped into various academic fields, including law, policy, social science, and finance, to get the most exhaustive understanding of CBAs. After completing the literature review and identifying gaps in the literature we conducted our nine semi-structured interviews with legal experts in CBAs, CBA practitioners, finance professionals, former developers, and community organizers who partook in CBAs. The interviews ranged in length from 30 to 60 minutes and were all conducted via Zoom. Lastly, we conducted four in-depth case studies with peer cities that have been both successful and unsuccessful in executing their CBAs. The four CBAs were the Atlanta Beltline, Brooklyn's Atlantic Yards CBA, the L.A. Live CBA, and Pittsburgh's One Hill CBA. These four case studies were chosen in consultation with our client and selected considering factors such as the city's profile, the community's history of displacement, the relevance of cultural identity preservation, and the type of CBA employed. Similarly to the interviews, an important focus point in our case studies was researching gaps identified in the literature.

After completing our discovery phase, we synthesized all of our findings and narrowed them down to five key recommendations for coalitions looking to enter into a CBA.

## Appendix 2: Literature Review

### Introduction

This literature review reflects our efforts to answer our first research question: what is a Community Benefits Agreement (CBA) and how does it work? By answering this question, we sought to gain a deeper understanding of the theoretical and practical frameworks of a CBA, and the advantages and limitations of using one. We organized our literature review into four key sub-questions:

1. What is a CBA?
2. Why use a CBA?
3. How do you design an efficient and sustainable CBA?
4. Where are gaps in the CBA literature?

Much of the literature answers the first two sub-questions with broad consensus, as scholars generally agree on a formal definition and the reasons a community and developer would agree to negotiate a CBA. Literature addressing the third question is much more dynamic, as scholars often frame an effective or lasting CBA within the terms of their field of study. We segmented the components of a CBA into three distinct phases: preparation, design, and application. Within these phases, we highlighted seven critical themes, some of which bridge across multiple phases. Coalition building and leverage begin in the preparation phase and continue through design. Negotiation, legal drafting, and finance all begin during the design phase and continue through the application phase and beyond. Lastly, implementation, enforcement, and evaluation are themes important to the application phase and beyond. Answering the final question allowed us to solidify our intentions for the next phase of this project, where we'll use semi-structured interviews to bridge knowledge gaps and unanswered questions from the literature review.

### What is a CBA?

Over the last two decades, CBAs have emerged as a tool for communities to harness urban development projects to meet local environmental, social, economic, and infrastructure needs. Scholars across disciplines define a CBA as a legally binding contract between a community coalition and a developer, in which the community receives various communal benefits in exchange for public support of the project (Wolf-Powers, 2010; Parks & Warren, 2009; Eisenson & Webb, 2023). Local government often acts as a third party, excluded from negotiations but useful in facilitating conversation between the CBA parties. Local governments may include the CBA in a city development agreement, which can ease the CBA enforcement burden for communities (De Barbieri, 2016; Gross et al., 2005). Each CBA is fundamentally unique, depending on the type of project, its size, the community, and its political landscape.

While scholars generally agree on the broad definition of a CBA, some disagree on the more specific defining aspects. CBAs are one tool in a wider suite of community bargaining strategies, which include community workforce agreements, impact benefit agreements, and development agreements. Gross et al. (2005) identified four criteria an agreement must satisfy to qualify as a CBA:

1. *A CBA is a legally enforceable contract.* This excludes generic goodwill statements from developers, which state wider aspirations for a community.

2. *A CBA must concern only one project.* This excludes any policy that imposes requirements on all projects in a region, such as a city ordinance.
3. *A CBA addresses multiple community concerns.* This excludes single-issue commitments made by a developer. For example, CBAs may include a combination of benefits like community involvement in a master plan to guide future development, various labor support measures, and a plan for landmark preservation.
4. *A CBA must have substantial community involvement.* This excludes negotiations between developers and elected officials, developers and a third unrelated party, or developers and a redevelopment agency.

These four criteria are essential in any CBA to ensure that the community is getting substantive benefits, and that the CBA title is not co-opted by developers or others with a stake in a project (Gross et al., 2005).

### Why use a CBA?

Two main themes emerge from the literature as reasons to pursue a CBA: social justice and mutual benefit. Community coalitions can advance social justice by reframing urban economic development and challenging the growth machine, but ultimately both the community and the developer can tangibly benefit from a CBA contract.

#### *Social Justice + Equity*

CBAs emerged as a community-led response to a rapidly privatizing investment paradigm in cities, spurred by waning federal dollars going to urban budgets. In the backdrop, rising economic inequality for urban communities of color and the influx of affluent, white incomers with the back-to-the-city movement perpetuated the widespread gentrification and displacement of urban core residents (Parks & Warren, 2009). Through CBAs, low-income and BIPOC communities could strategically and more equitably redistribute the economic benefits of urban redevelopment (Gross et al., 2005; Nugent, 2017).

CBAs were borne from local hiring and living wage campaigns led by local nonprofit community organizations and have remained closely intertwined with the social justice tradition. Baxamusa (2008) writes that community empowerment invites social transformation and is a necessary but not sufficient condition for sustainable development. He theorizes that CBAs offer an empowerment model by using coalition building, grassroots organizing, and meaningful deliberation to gain self-determination. Ho (2007) lays out three paths for the community sector to create or gain power: creating community-led institutions for change, demanding policy changes, or negotiating directly with capital holders. CBAs fit into the final category by building communication channels to deal directly with developers. In this way, community-led coalitions can challenge the prevailing “growth-machine” theory, wherein cities and private economic powerhouses pursue development for the sake of proverbial growth, rather than to solve specific local needs (Molotch, 1976; Logan & Molotch, 1987). By extension, CBAs are part of the Smart Growth movement, which proposes that economic development should bring permanent, measurable improvements to residents’ lives, and especially the lives of low-income residents (Gross et al., 2005). Through a CBA, community coalitions can ensure opportunities for growth and development take place in a highly localized setting that fulfills unmet needs of the community, setting up quality of life improvements and insulating vulnerable communities against displacement (Baxamusa, 2008; Cain, 2014; Berglund & Butler, 2023).

### *Mutual Benefit*

When CBAs first arose in the early 2000s, they quickly gained traction in the urban policy arena by successfully managing the community-developer relationship, since both parties can benefit substantially from the process. The application was novel in large part because developers and low-income communities could negotiate agreements ahead of project approvals, simultaneously lowering costs for developers and gaining benefits for local communities (De Barbieri, 2016).

Because the contract starts as a blank slate, resident benefits depend primarily on the specific needs of a community. While the most common components are wage requirements, community amenities such as green space or community centers, funding for community trust funds, jobs training, and local hiring programs, communities may ask for a wide swath of commitments related to their overall goals. Musil (2012) characterizes four types of community goals and details some of the benefits aligned with each.

Figure 1: Community Goals and Proposed Benefits

Area conditions	Development process	Long-term community issues	Systems-level social or economic challenges
Low-income rental housing	Local, living-wage jobs for construction	Living wage employment	Social justice
Accessibility	Union construction jobs	Restrictions of big box retail	Racial equity
Space set asides for community or non-profit centers, like grocery stores or childcare facilities	Support for displaced residents and businesses	Funding for libraries, schools, and community organizations	Poverty alleviation
Developer funding for community organizations	Affirmative action contracting	Space set-asides for retail or commercial uses	Environmental justice
Social services or assessment	Job training programs	Construction of parks, open space, and community recreational facilities	
Public complaint hotline	Technical assistance for local contractors	Green building operations	
Environmental clean-up	Green building principles and practices	Community input on tenant selection	
Brownfields development	First source or targeted hiring for construction	Mitigation of traffic congestion	
Public safety	Design review	First source targeted hiring	
Low-interest home loans	Monitoring CBA compliance		

Homeownership grants			
Noise and air pollution mitigation			
Neighborhood clean-up			
Racial equality			
Transit accessibility			
Space and parking for local businesses			
Transit-oriented development			

Developers benefit from the CBA process because they can secure community support ahead of critical approval milestones, which can mitigate costs associated with project delays and litigation (Lavine & Salkin, 2008). The development process is a complicated mix of different stages and players, and time is money. For each stage of feasibility, acquisition, design, and construction, various players, like engineers, surveyors, and contractors have a role to play. The scale of funding and personnel involved means the timing of each project stage is critical to staying on budget. Developers must try to avoid delay costs wherever possible to successfully get their project to market on time and turn a profit.

Developers will agree to a CBA for three reasons. First, community approval ensures the process goes smoothly by reducing uncertainty for developers (Baxamusa, 2008; De Barbieri, 2016). Reducing uncertainty not only speeds up the project, but also mitigates potential legal fees or lobbying efforts from the community that can sink the project (Wolf-Powers, 2010). Second, community approval is critical when the developer is seeking a government subsidy, permit approval, or zoning variance (Gross et al., 2005; Lavine & Salkin, 2008). These “perks” often mandate community input, such as a public hearing or city council vote, and public opposition to a project can prevent or delay approvals. Lastly, developers have a stake in maintaining a positive reputation for future developments. Negotiating a CBA can improve public opinion and build trust with a community, which is advantageous for future projects (Stephan, 2022). In the Nashville Major League Soccer Stadium CBA, community support for the project—which ultimately delivered a wage floor, soccer clinics for children, and affordable housing, among other benefits—led to project approval from the Nashville mayor and City Council members (Stephan, 2022). Although the community-developer relationship can be adversarial, CBAs present a model for mutually beneficial arrangements in which each party walks away with something of value.

### **How do you design an efficient and sustainable CBA?**

Much of the literature investigates one or more CBA components at a time, drawing insights from both case studies and theory. A thorough review of the scholarship reveals that CBA processes can be broken into three distinct phases: preparation, design, and application, each with key themes. The preparation phase emphasizes coalition cohesion and finance, the design phase focuses on leverage, negotiation, and legal drafting, and the application phase involves implementation, enforcement, and evaluation.

*Preparation Phase:*

In this phase, community members begin organizing ahead of a planned development. Key outcomes of this stage include a broad but structured coalition, a shared community vision, a coalition Operating Agreement, and a funding plan to last through the CBA process.

**I. Coalition Cohesion**

Coalition cohesion emerges as a major theme throughout CBA literature, as coalition building is the crucial first step in the CBA process. Scholars discuss the idea in relation to coalition definition, longevity, and accountability.

Defining coalition, and therefore delineating who is or is not representative of the community, is a question central to many CBA discussions about cohesion and is the first step in a CBA campaign. Scholars and activists across disciplines define community with slight differences. In the public health realm, MacQueen et al (2001) define community as a linkage of social ties and shared perspectives within a specific geographical locus. In social science, Khandelwal (1997) examines the complex community overlaps across gender, ethnicity, and immigrant status, suggesting that community definitions often transcend geographical boundaries and singular aspects of identity. In social justice, Crenshaw (1991) advocates viewing organized identity groups, the seeds of community, as coalitions in the making by using intersectionality as a starting point to meet diverse group needs. CBA scholars, who cross disciplines, generally agree that coalitions should be as broad and inclusive as possible within the project area, and should not tightly limit parameters of valid representation (Gross, 2007; Marcello, 2007; Baxamusa, 2008; Fazio & Wallace, 2010; De Barbieri, 2016; Janssen-Jansen & van der Veen, 2017). Labor unions, neighborhood alliances, nonprofits, environmental groups, interfaith organizations, community organizers, small business owners, and individual community members have all participated in past CBAs representing a plurality of neighborhood interests. Successful coalitions should include some organizations that already hold sway with governmental decision makers, because large-scale, visible support or opposition for a project is the most important component of social leverage for communities (Gross, 2007).

Coalition longevity is necessary in part because sources of opposition in a contentious CBA may try to divide or disrupt coalition unity. While coalition membership should be flexible and welcoming, a clean and clear organizational structure is necessary. Communities can shore up vulnerabilities by organizing, tuning, and planning ahead of development (Berglund & Butler, 2014). Janis-Aparicio and Tynan's (2005) comprehensive campaign model, similar to a collective impact initiative, uses a multi-pronged strategy to bolster coalition unity and advance the process. According to the model, the strongest coalitions will have demonstrated policy, organizing, research, communications, and litigation capacities across coalition members. Labor and community groups can often provide many of the technical skills, but national organizations, such as PowerSwitch Action (formerly the Partnership for Working Families), Good Jobs First, and the Annie E. Casey Foundation, have also provided professional support to communities seeking CBAs (Musil, 2012). Staffing the coalition with a backbone support organization, often a nonprofit under Internal Revenue Code section 501(c)(3), responsible for coordinating coalition members, logistics, and administrative details simplifies the organizational structure. This approach frees up resources for other coalition members to manage aspects more aligned with their particular skill sets, and ensures tasks are not duplicated (Wolff, 2001; Kania & Kramer, 2011).

Young coalitions should collaborate early to establish a unifying vision for the outcome of a planned development project. A clearly articulated shared vision creates space for the differing needs of individual coalition members to exist within a single, cohesive plan of action (Wolff, 2001; Berglund & Butler, 2014). The backbone organization should use the vision as a common motivating factor for coalition cohesion, to prevent against attrition if particular member demands are not feasible within the agreement. Ultimately, entering into a CBA implies a willingness to reach an agreement by both parties. With a strong vision, the coalition can strengthen its collective will so that the collaboration is not upended when obstacles arise.

Coalition accountability recurs throughout the literature, as a primary critique of CBAs stems from accusations of self-interest. Coalitions are not elected, and often include organizations who could in theory benefit materially from specific components of an agreement, such as with a contract to administer a particular benefit program (De Barbieri, 2016). Backbone support organizations should therefore refuse any material or financial benefits that come directly from the negotiations (Baxamusa, 2008). In New Orleans, community groups, in partnership with the Public Law Center at Tulane University, created the Concentric Circles Model to guide local community coalitions looking to enter into a CBA. The model ensures coalitions formalize their alliance through a Community Benefits Coalition Operating Agreement that contains certain operating principles agreed upon by all members (Marcello, 2007). Some of those principles include :

1. A member pursuing direct benefits from the agreement will not serve on the negotiation team.
2. No member will negotiate or correspond privately with the developer.
3. Members will not accept employment or benefits from the developer within one year following the CBA execution.
4. Members will not publicize internal coalition disagreements.
5. Operating Agreement and Principles revisions will be resolved by a coalition ethics committee.

In some cases, developers or project supporters have hand-picked the nonprofits or community groups involved in negotiations, but this undermines community accountability. Coalition members present at the negotiations should include groups and individuals with a proven history within the community, rather than new groups who formed after the CBA process began (Fazio & Wallace, 2010). Overall, the literature shows that coalition building, maintenance, and action requires intentional planning that prioritizes governance, structure, and accountability, but this early-stage planning can create a strong foundation for ongoing engagement.

## II. Finance

Most of the literature on finance within CBAs focuses on operational funding for the coalition, rather than financing mechanisms included as CBA benefits. However, understanding how community coalitions fund CBAs is of vital importance because the resources necessary for a well-planned CBA pose a large barrier to entry for communities. Community coalitions require large financial resources, significant time commitments, and incur legal and consultant fees, presenting communities with a considerable financial burden in pursuing CBAs (Lavine & Salkin, 2005; Gross, 2005). Presently, the literature suggests that CBAs predominantly secure funding either privately from developers or through tenant rent, contingent on the specific nature of the

development project (Gross, 2005). The existing literature offers only broad recommendations, proposing that coalitions explore diverse funding avenues. These may include seeking grants, engaging with pro bono or legal clinics, and harnessing the skills of community members to navigate the CBA process.

*Design Phase:*

In this phase, the coalition brings the developer to the negotiating table using leverage. Both parties negotiate until an agreement is reached and draft a legally binding contract detailing the CBA terms.

**III. Leverage**

Scholars widely acknowledge that leverage, or the use of connections and advantages to achieve a desired result, is instrumental in ensuring that communities obtain meaningful benefits from developers (Salkin & Levine, 2008). In the context of CBAs, leverage refers to tactics by which the developer is brought to the negotiating table and tactics that force the developer to agree to certain asks. However, scholars have not packaged their findings in ways easily leveraged by community organizers (Berglund & Butler, 2023). Instead, the literature has predominantly focused on publicity and campaign leverage tactics. The challenge in identifying leverage mechanisms in the CBA process is rooted in its dependence on various factors, such as the timing of community entry into the process, whether the developer is private or public, and the strategic coordination of coalitions.

One of the most common leverage tactics in the literature is CBA campaigns and media coverage. CBA campaigns represent an innovative hybrid form of community action, integrating social action tactics with research and community development expertise (Parks & Warren, 2009). For example, CBA activists may leverage technocratic planning processes by contributing expert research and mobilizing community members to raise awareness and support their demands. This tactic's success partly derives from this strategic model and the effective coordination of disparate tactics and skill sets (Parks & Warren, 2009). Additionally, publicity tactics involve introducing new information to the media and community coalitions acting as watchdogs over the project (Rosen, 2023). Other tactics include holding publicized events or rallies, such as the 800-person march in New Haven, Connecticut, and the public burning of a draft CBA in Pittsburgh as a protest against vague provisions (Salkin & Levine, 2008).

However, the effectiveness of leverage tactics is contingent on whether the developer is private or public and the degree of public scrutiny. Private developers are subject to extensive regulations and public scrutiny. They depend more on concessions, subsidies, and public funding, which allows more leverage to community coalitions seeking community benefits from developers (Patterson, 2017). In contrast, public developers face less pressure to negotiate because they are permanent fixtures and are perceived to provide public benefits regardless of public opinion (Gross, 2008; Patterson, 2007). Therefore, coalitions often have less available leverage with public developers. Alternatively, when projects are developed as contracts with voters, including promises for some specific public benefit, the public receives some automatic leverage by being a member of the voting constituency.

Moreover, the timing of when community coalitions enter CBA negotiations with developers is an essential factor in whether coalitions will have more or less leverage with developers. Coalitions often negotiate with developers during the final approval stage, placing them in opposition to a robust growth coalition and occurring when financing is finalized. This circumstance limits their

strategic effectiveness in leveraging community power or benefits (Cain, 2014; Berglund & Butler, 2003). Here the literature asserts that leverage points are more available earlier on in the process before plans and finances are finalized, so coalitions race against the clock to have their priorities heard.

The challenge of where to draw leverage from and how to gain leverage are hurdles common throughout the CBA literature and case studies. Although some recommended techniques include use of the media and publicity of coalition activities, the type of developer and timing of negotiation heavily determine how much leverage a community can gain.

#### IV. Negotiation

As mentioned previously, adequate leverage ensures that developers come to the table willing to negotiate with communities. Once a developer is willing to negotiate, the negotiation process plays a crucial role in community coalitions reaching mutually beneficial terms with developers. This process usually entails two parties, the developer and the community coalition, negotiating specific terms and conditions, each focusing on their priorities. In most cases, the coalition will emphasize allocating the developer's capital for community support and mitigating adverse development effects, while the developer will seek community support for its project (Gross, 2007). However, the negotiation process is subject to various factors that can affect this process: the development timeline, the stakeholders involved, and the community demands.

The timing of *when* coalitions initiate the negotiation process is imperative for an effective CBA. Coalitions should begin the negotiation process before the development project begins. This will ensure that coalitions receive developer-funded commitments before the developers' budgets are finalized (Berglund and Butler, 2023; Biggar, 2021). If negotiations occur after plans are finalized, fewer changes can be made, and any financially supported benefits must have alternative funding sources. Moreover, coalitions should be mindful of the public approval and political landscape before and during the negotiation process. The level of public support for the developer's project can significantly influence the negotiation process.

The primary stakeholders in negotiations are the community coalition and the developer. Scholars argue for limited involvement of state and local governments to avoid potential protections for developers (De Barbieri, 2016). Instead, governments can collaborate with community members for separate terms enhancing community benefits. Negotiations also vary for public, private, and nonprofit developers due to their distinct needs (Patterson, 2017). Understanding the mission and values of both parties remains crucial in informing asks and expectations at the negotiation table.

Furthermore, the literature provides broad recommendations for the step-by-step process of negotiation. William Ho (2007) recommends:

1. Community organizations and residents convene in response to announced developments to discuss the project's merits.
2. Community organizations and residents appoint a steering committee, whose members engage directly in negotiations with developers.
3. The larger steering committee and residents consult with negotiating members throughout the process.

4. Insights are documented into legal documents, further negotiations occur until an agreement is reached, and attorneys provide the CBA with legal validity.

## V. Legal Drafting

The next step is legal drafting, arguably one of the most important factors in creating a CBA. At its most basic form, a CBA is a legally binding contract between the developer and the community coalition. If the agreement is not legally enforceable, the CBA is as good as the developer's word. Ensuring that the agreement is enforceable in a court of law is one of the keys to accountability. Slapper and Kelly (2011) identify five key elements of legally enforceable contracts:

1. *Offer*: the developer offers terms outlining benefits to the community coalition.
2. *Acceptance*: the community coalition, the offeree, expresses acceptance of the terms to the developer, the offeror.
3. *Consideration*: the coalition agrees to support the project and waive legal actions brought against the developer; the “price paid for a promise.”
4. *Capacity*: the ability of both parties to enter into the agreement, which protects minors or impaired individuals from entering into binding agreements.
5. *Intention to create legal relations*: the presumption that both parties intend to enter a legally binding relationship.

These factors are important, but the literature points out that because CBAs are new contracts that are yet to be tried in a court of law, it is recommended that they be implemented on other legal documents to make them easier to enforce (De Barbieri, 2016; Gross et al., 2005). Although it is helpful to have the CBA integrated into government documents, such as a development agreement, it is not recommended that the government be a part of the actual contract. This creates constitutional issues as they are the ones issuing permits and exceptions (De Barbieri, 2016).

Various other legal issues can arise depending on the contents of the agreement, including challenges with directing taxpayer money to a specific neighborhood and limited enforcement ability from the public sector since agreements are usually private (Fazio & Wallace, 2010; Salkin & Lavine 2008). Lastly, legal counsel is generally expected to be expensive, but is especially so with legal counsel involving CBAs because of the specialized knowledge required (Nugent 2017). Because the community groups typically involved are grass-roots organizers, this poses a challenge between a wealthy developer and a group typically not backed by extensive resources. A 2012 study of community stakeholder groups revealed finding an attorney knowledgeable about CBAs was the number one most common difficulty in CBA negotiations, and affording legal fees was the fifth most common difficulty (Musil, 2012).

Adding to the legal complexity, language precision is a critical consideration in the legal drafting of CBAs. The drafting process demands careful attention to terms and language. Scholars advise against using boilerplate language and encourage detailed language to ensure that each party in the chain of successors fully understands all obligations (Stephan, 2022). In cases where a third-party beneficiary, such as a city or government, is involved, the CBA contract must incorporate specific provisions (Stephan, 2005). Clarity in defining terms like community, coalition, and responsibilities is essential during the drafting phase (Gross, 2005).

Given that many coalitions involved in CBAs are not stand-alone nonprofits but collaborative groups, it is preferable to have each organizational member of the coalition sign the CBA individually. This approach clarifies the legal obligations for each organization, acknowledging that each entity likely has its own internal approval process (Gross, 2005).

*Application Phase:*

The final phase of the CBA process is the longest because it lasts from the moment the CBA is signed until the benefits are delivered in full and evaluated. Coalitions should consider this last stage well before it begins to set clear expectations for implementation, enforcement, and evaluation.

**VI. Implementation and Enforcement**

Enforcement involves overseeing the implementation of CBA benefits, which requires a clear plan. A plan can include timelines for deliverables, a reporting process at specified intervals, and identifying the responsible entity for monitoring and communicating with stakeholders (Ho, 2007). Reference to evaluation metrics in an implementation and enforcement plan was not evident in the materials reviewed; however, articles on public management advice including evaluation metrics and a performance management system that supports accountability (Poister et al., 2014).

Oversight is particularly significant for coalitions due to potential issues like staff neglecting the CBA after the development agreement, turnover, or changes in elected officials (Gross, 2007). Bureaucratic processes can hinder public information accessibility, introducing challenges such as delayed communication, language barriers, or different communication platforms. When monitoring compliance within a governmental body, specificity is recommended due to structural changes common in government agencies. Regardless of the monitoring entity and its location, planning for funding and resources is essential for effective and accessible monitoring (Saito, 2015).

Implementation plans that have a systematic set of metrics in addition to effective community oversight, are essential as developer guarantees are only meaningful when the community actively monitors progress. While terms of the agreement may specify a monitoring committee, its strength depends on the unity and follow-through of its members (DeMause, 2022). A diverse, inclusive, established, resourced, and unified coalition is crucial for effective enforcement. Transparency, equally vital in the enforcement phase as in the initial negotiations, addresses questions about prioritized implementations, allocated funds, and whether those set to benefit are served. Transparency ensures stakeholder participation, trust, and motivation (Janssen, 2017). An active coalition and strong coordination effort ensure that liability remains a constant motivator or deterrent.

**VII. Evaluation**

The next theme in the CBA process centers on evaluation, although this scholarship is much sparser than other themes. Scholars generally share the view expressed by Musil (2012) that CBA enforcement is central to agreement effectiveness. It can be argued that CBAs benefit from an evaluation that includes measuring the impact of the process, agreements, outcomes, and the role of enforcement. De Barbieri (2016) posits that evaluation boils down to litigation; the effectiveness of a CBA lies in its ability to resolve disputes outside of court. However, when communities establish clear goals aligned with agreed-upon values and framed within clear metrics, oversight is efficient, and enforcement is more effective. Oversight committees can implement performance measurement systems to track progress and make decisions that offer

alternatives to a developer. This literature review did not uncover any proven best practices for CBA evaluation, but scholars offered some discussion on agreement effectiveness and value alignment.

Evaluations of agreement effectiveness can include several components, including a program analysis, a financial analysis, and a performance analysis. A program analysis should evaluate the CBA design, management, oversight, and execution to provide a structural analysis of the CBA process and outcomes. A financial analysis should evaluate fund administration, distribution, and expenditures, and CBA administrative costs to see how funds realized in the CBA were disbursed, used, and authorized. A performance evaluation should track progress on the specific measurable benefits, such as living wage requirements, first-source hiring metrics, or affordable housing units (Framework, 2016). Together, these components can provide a clear picture of CBA outcomes. As with monitoring of implementation, the challenges of evaluation will require forethought, careful legal drafting, resources, funding, and an active and united community coalition.

The second component of CBA evaluations is value alignment. CBA evaluations should consider whether the benefits garnered during negotiations and drafting align with the values stated in coalition goals. Because CBAs emerged as anti-displacement mechanisms to empower marginalized communities facing gentrification risks, the community goals are most commonly inclusivity, diversity in civic engagement, and accountability to the community at risk (Gross, 2007). Jenson (2016) poses questions to act as a guide in this assessment:

1. Were the groups invited to negotiate meaningfully offered a seat at the table?
2. Do the groups that negotiated the agreement represent the collective?
3. Does the CBA stay true to coalition values?

However, defining metrics to evaluate each value is challenging and requires some difficult questions. For instance, if a community goal is to confront and repair racial dispossession, an evaluation must consider whether the CBA adequately mitigated displacement by accepting any terms of development that uphold systemic racism, such as code enforcements or insurance policies. Coalitions should measure value alignment against an appropriate counterfactual to compare whether the CBA is accountable to the community. For example, a counterfactual could be:

1. The community never entered into a CBA.
2. The community rejected the development outright.
3. The negotiations continued, incurring costs on both sides.

How do the real outcomes of a CBA compare to each of these scenarios? Measuring intangible ideas like accountability is complicated, but comparing the real impact to a reasonable alternative can help measure whether CBA benefits actually advance coalition goals (Martínez, 2023). Evaluating these aspects requires a broader perspective and a nuanced understanding of accountability.

### **Where are the gaps in the CBA literature?**

While the literature provided valuable insights into strengthening CBAs, notable gaps persisted, leaving some specific tactics and mechanisms of CBAs vague. Scholars have encountered

challenges in easily categorizing and identifying universal mechanisms within the identified CBA themes (coalition cohesion, leverage, negotiation, legal drafting, implementation, enforcement, and finance). This challenge stems from the situational nature of CBAs, influenced by factors like the type of development project, the nature of the CBA, involved parties, political landscape, state laws, and community needs. Despite these complexities, the most significant gaps in the literature are evident in the domains of leverage, finance, implementation and enforcement, and evaluation.

#### *Leverage*

Leverage is key to a strong CBA. However, the complexity of leverage and its relation to external factors have left significant gaps. The literature fails to offer a comprehensive understanding of how coalitions wield leverage to secure public benefits from developers. The effectiveness and types of leverage tactics depends on several factors, such as the type of CBA (private or public), public approval, political influence, and community needs. What proves successful in one CBA context may not be applicable in another. Moreover, scholars did not provide a list of clear timelines and approval processes, such as environmental review, land use, or subsidy approval, for coalitions to be aware of and how to use these approval processes to bring parties to the table. The literature does not mention how coalitions gain leverage after approval or straightforward tactics. Furthermore, the focus has predominantly centered on CBAs involving private developers, neglecting exploration of public CBAs. This information gap is particularly pronounced concerning public authorities, especially regarding how to gain leverage with a public developer.

#### *Finance*

The existing literature reveals substantial limitations in our understanding of funding mechanisms within CBA benefits. Although recognizing the crucial role of finance in CBA functionality, the literature falls short in providing comprehensive insights into the amount of funding, the channels through which money flows from developers to coalitions, and alternative funding sources beyond developers. Furthermore, research is sparse in exploring how public developers fund CBAs and other financial mechanisms that coalitions can employ outside the developer. This lack of detailed exploration hinders a thorough comprehension of the financial aspects crucial to the effectiveness of CBAs. A more thorough examination of case studies and financial mechanisms outside the literature of CBAs will need to be explored.

#### *Implementation and Enforcement*

Similar to leverage, the strength of implementation and enforcement relies on the specific context of the CBA. The type of CBA, the involved parties, and other factors determine the tactics that can be employed. However, scholars have yet to comprehensively identify, categorize, and compile key tactics or strategies for coalition to use. More attention should be directed towards understanding how parties influence implementation, exploring factors coalitions need to employ, and thoroughly examining power dynamics among involved parties in the CBA. Additionally, while the literature acknowledges the close relationship between implementation and enforcement, it falls short in specifying timelines or outlining necessary actions for coalitions to engage effectively in CBA processes. The literature also failed to provide practical guidance for coalitions to establish effective community involvement strategies to enforce agreements.

#### *Evaluation*

Scholars have paid very little attention to the evaluation aspect of CBAs. There have been no clearly defined methods, definitions, evaluation methods, or research exploring the success of CBAs. This gap may stem from the relatively recent emergence of CBAs as concepts. However,

exploring evaluation metrics and methodologies beyond the CBA scope is imperative for a more comprehensive understanding.

## **Conclusion**

While the existing literature has effectively identified three distinct phases and highlighted critical themes for strengthening a CBA, significant gaps persist, particularly in finance, leverage, implementation, enforcement, and evaluation. To thoroughly address our primary research question—what is a Community Benefits Agreement and how does it work?—a more comprehensive exploration beyond the current CBA literature was necessary. To fill this void, we examined case studies and conducted semi-informal interviews with coalition and CBA experts.

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### Appendix 3: Case Studies

We used the following case studies from Los Angeles, Atlanta, Pittsburgh, and Brooklyn to fill in knowledge gaps in the academic literature on CBAs. These cases provide lessons for communities looking to learn more about Community Benefits Agreements. We presented a variety of case studies to the City of Seattle Department of Neighborhoods, and with their input settled on four cases that share similarities with the C-ID. Each case study provided unique insights on CBA best practices and strategic failures, which ultimately informed our final recommendations.



#### L.A. Live CBA | Los Angeles, CA

The L.A. Live CBA was the first comprehensive CBA in the country, becoming a formative model for all subsequent agreements. This case study provides insights on community coalition building and governance, community-labor partnerships, and enforcement mechanisms.



#### Atlanta BeltLine CBA | Atlanta, GA

This case study provides valuable insights into large-scale urban redevelopment projects, particularly concerning developments led by a public authority, and the inclusion of community benefits through mechanisms like Tax Appraisal District (TAD) ordinances.



#### One Hill CBA | Pittsburgh, PA

The One Hill CBA had significant success with adopting a Master Plan within a Development Agreement, so the CBA coalition has a say in future neighborhood developments. This CBA serves as an example of designing development procedures that preserve minority culture in a neighborhood with a history of disinvestment and displacement.



#### Atlantic Yards CBA | Brooklyn, NY

The Atlantic Yards CBA emphasizes the need for accountability through a representative coalition and independent oversight of CBA agreements and government. This CBA is recognized as a poor model for future CBAs primarily due to its need for a credible community coalition.



## a. L.A. Live CBA | Los Angeles, CA

The L.A. Live CBA was the first comprehensive CBA in the country, becoming a formative model for all subsequent agreements. This case study provides insights on community coalition building and governance, community-labor partnerships, and enforcement mechanisms.

**Year:** 2001

**Development:** \$2.5 Billion L.A. Live Sports and Entertainment District, a 27-acre lot with two hotels, luxury condos, office space, and entertainment amenities

**Developer:** Anschutz Entertainment Group (AEG)

**Coalition:** Figueroa Corridor Coalition for Economic Justice (FCCEJ), made of 28 community groups, 5 unions, and roughly 300 residents

groups, largely led by immigrants from Latin America and service industry workers, who played an important role in community organizing and advocacy for low-income workers. The economic justice trend among L.A. unions, including the County Federation, built a base of political power for the Figueroa Corridor community to activate in their pursuit of a CBA.<sup>56</sup>

### CBA Process

During the preparation phase, the coalition formed out of informal meetings held at the First United Methodist Church on Flower Street, where community members came to air grievances about Staples Center and the 2000 Democratic National Convention. Ultimately, Strategic Actions for a Just Economy began organizing community groups and tenants to form the official coalition, which united under Figueroa Corridor Coalition for Economic Justice, an activist group that had coalesced to oppose some earlier projects of the University of Southern California (USC). As leverage, the coalition, with technical support from the Environmental Defense, published a 42-page rebuttal to AEG's environmental impact report, threatening a lawsuit and extended lobbying effort for an additional impact report. L.A. City Council and the mayor supported the entertainment district—the L.A. Convention Center was running at a deficit, costing the city \$20 million annually to buy back bonds and cover expenses—but were at the end of their term limits, and with the looming election projecting a decidedly pro-

### Community Context

The L.A. Live Entertainment District expanded upon the already existing Staples Center sports arena, built in the 1990s, which bordered the Figueroa Corridor, a working class, predominantly BIPOC neighborhood. In addition to the direct displacement of 130 residents and 35 businesses during the acquisition stage, the project also brought up issues from the first iteration of arena construction, including built up traffic and parking tickets for residents and rioting, property damage, and violence that occurred during the 2000 Democratic National Convention at the Staples Center.<sup>55</sup> At the time, L.A. was experiencing a revival of social movement unionism within organized labor

labor City Hall, AEG would not see approval without union support. When the County Federation aligned with FCCEJ to demand benefits, the city leveraged their public support to bring AEG to the negotiating table. During the design phase, FCCEJ and the labor contingent held their own independent negotiations with AEG, but coordinated their processes to avoid division, one side pausing if the other encountered a challenge and vice versa until the agreement was reached. Negotiation sessions for FCCEJ were organized by benefit, each led by the coalition organization specialized in that service delivery.<sup>57</sup> Before and after each meeting FCCEJ negotiators briefed the coalition to enshrine communication across members and regroup on strategy, and after five

months FCCEJ, AEG, and the five labor unions signed a CBA that was ultimately included as an attachment in the city's Development Agreement for the project, institutionalizing the benefits. During the application phase, FCCEJ and AEG created an advisory committee with members of each party, which meets quarterly to maintain consistent channels of communication and solve challenges that arise. Through the advisory committee, AEG allocated funds to mutually agreed upon Community Development Corporations (CDCs) to develop affordable housing projects, and the committee enacted a construction management plan, traffic management plan, and waste management plan.<sup>58</sup>

### Benefits

- 116 units of affordable housing reserved for people earning up to 50% of Area Median Income (AMI), 61 units reserved for those making up to 60% of AMI
- Child care facilities for 128 children
- An AEG-funded study on green space and recreation centers in the area, with \$1 million to fund a park and recreation center
- AEG-funded resident parking program around the entertainment district
- Figueroa Corridor Community Jobs Program with local hiring for Staples Center

### Successes

- **Coalition Building & Governance:**
  - The Figueroa Corridor had a strong coalition with strong partnerships with foundations who had technical and advocacy skills.
  - The coalition had well-organized governance measures among coalition members, such as routine expectations for negotiation briefing, strategy, and coordination, which increased accountability and transparency.

### Critiques

- **Displacement:**
  - Even with the economic programs through AEG, including CDC-led affordable housing, community members largely left the Figueroa Corridor, and it is unrecognizable today to those who lived there in 2001.
  - Vandalism, traffic, noise, and Staples Center crowds still eroded the cultural and physical infrastructure needed for community preservation.



## b. Atlanta BeltLine CBA | Atlanta, GA

This case study provides valuable insights into large-scale urban redevelopment projects, particularly concerning the inclusion of community benefits through mechanisms like Tax Appraisal District (TAD) ordinances. It offers lessons in leveraging mixed method funding approaches, including philanthropic, grant funding, and private sources. By examining the integration of community benefits into projects like the Atlanta Beltline, we gain valuable knowledge for similar endeavors.

**Year:** 2005

**Development:** \$4.8 Billion Atlanta BeltLine redevelopment, a 22-mile light-rail transit loop and 6500-acre ring of park space, transit, and mixed-use development

**Developer:** Invest Atlanta, Atlanta BeltLine partnership (ABLP), Atlanta BeltLine, Inc.

**Coalition:** The Atlanta Housing Association of Neighborhood-based Developers (AHAND) and nonprofit advocacy group Georgia Stand-Up

community involvement or support for the redevelopment project.<sup>60</sup>

### CBA Process

With substantial support from developers and city officials, the Tax Appraisal District (TAD) negotiation phase proceeded swiftly through city council approval. Initially lacking community input, advocacy efforts from organizations like the Atlanta Housing Association of Neighborhood-based Developers (AHAND) and Georgia Stand-Up successfully advocated for including affordable housing provisions and community benefits during the last TAD approval process meeting. Provisions in the TAD put the implementation and distribution of funds for community benefits under the control of developer Invest Atlanta and its company Atlanta BeltLine, Inc.<sup>61</sup> To secure additional funding for the development project and community benefits, Atlanta BeltLine, Inc. created a nonprofit called Atlanta BeltLine Partnership (ABLP) to secure philanthropic, private, and grant funding for development projects and community benefits. Recognizing the need for further community benefits, AHAND and Georgia Stand-Up, a statewide advocacy nonprofit, again pushed for establishing community benefits, which led to the creation of 12 community benefits guiding principles in 2010.<sup>62</sup> This

### Community Context

The community context surrounding the Atlanta BeltLine development project reveals a diverse socioeconomic landscape, impacting several neighborhoods across Atlanta's south, southwest, and west sides. Initial attention primarily focused on potential real estate value, garnering backing from developers and city officials rather than emphasizing community impact.<sup>59</sup> The development project garnered significant city support from key figures like City Council President Cathy Woolard and Mayor Shirley Franklin. However, there was no official

was later followed by the passage of a new ordinance by the Atlanta City Council in 2013.<sup>63</sup> This ordinance mandated a first-source job policy, apprenticeship quotas, and the creation of job placement programs, reinforcing the commitment to community inclusion and economic empowerment. However, benefits have

yet to materialize for the community, likely because the community benefits were guiding principles rather than contractual obligations in a formal CBA. There is still no official community coalition representing the impacted neighborhoods, which limits the formal pathways for community oversight.

## Benefits

- Benefits from the Atlanta BeltLine project are still unfolding and in process.
- The 12 identified Benefits in the Community Benefits Guiding Principles (CBP) encompass a wide range of areas, including mixed-income housing, transportation infrastructure, environmental sustainability, economic development, public safety, and accessibility.
- A first-source job policy, apprenticeship quotas, and the creation of job placement programs, reinforcing the commitment to community inclusion and economic empowerment.

## Successes

- **Innovative Financing**
  - Including Community Benefits Principles within the TAD ordinance facilitated mixed-method funding, allowing various funding sources to support community benefits.

## Critiques

- **Limited Community Influence**
  - The community lacked influence over fund allocation resulting in a disconnect between community needs and resource allocation.
- **Lack of Accountability**
  - The absence of specific metrics in the Community Benefits Principles hindered accountability and evaluation, posing challenges in implementing and enforcing community benefits.
- **Insufficient Community Input**
  - The Community Benefits Principles process lacked sufficient community input from inception to execution, undermining the agreement's effectiveness in addressing community needs.



### c. One Hill CBA | Pittsburgh, PA

The One Hill Pittsburgh CBA had significant success with adopting a Master Plan, by which the coalition backing the CBA would have a say in all future development in the neighborhood. However, the coalition struggled with community division, especially between the labor unions and the community-based organizations. This CBA serves as an example of how to design development procedures that preserve minority culture in a neighborhood with a history of disinvestment and displacement.

**Year:** 2008

**Development:** \$320 Million 28-acre site for the new Pittsburgh Penguins stadium by the Pittsburgh Sports and Exhibition Authority

**Developer:** Pittsburgh Penguins

**Coalition:** One Hill Neighborhood Coalition, Service Employees International Union Local 3, Pittsburgh United

extended the Pittsburgh central business district into the neighborhood in the 1950s and 1960s, along with redlining and urban renewal practices that occurred in many Black communities following World War II. The Hill was one of the country's most prosperous and influential Black neighborhoods two decades ago, with a vibrant cultural mix and thriving arts scene. Today, residents of the District face extreme health vulnerabilities, including high rates of cancer and asthma linked to climate change, with few resources to withstand the threats—the average median income sits at \$18,366 annually.<sup>66</sup>

#### Community Context

The PPG Paints Arena was built upon \$300 million worth of donated public land and required the purchase or acquisition of 10 properties in the Hill District, located in the Third Ward of the City of Pittsburgh.<sup>64</sup> The Hill District is predominantly BIPOC and low-income. It is also characterized by large percentages of vacant or low market-value land and buildings, which predisposes the neighborhood to large development projects.<sup>65</sup> The Hill District has a history of development completed without due consideration for residents, including the previous displacement of around 8,000 Hill District residents when development

#### CBA Process

The One Hill CBA Coalition formed in the Hill District, but there were challenges with the differences between community groups because of the inclusion of labor unions. Because of previous divisions in community organizing around a prior casino development, this legacy of conflict extended into the One Hill CBA, particularly surrounding the assignation of leadership of the coalition. Although Pittsburgh Untied, the community organizing arm of SEIU Local 3, was initially awarded an organizing grant but the broader community lacked confidence in the ability of the union to represent the community.

This conflict continued throughout the CBA process, but the coalition is still together and working through

the implementation and monitoring phase of the CBA.<sup>67</sup>

### Benefits

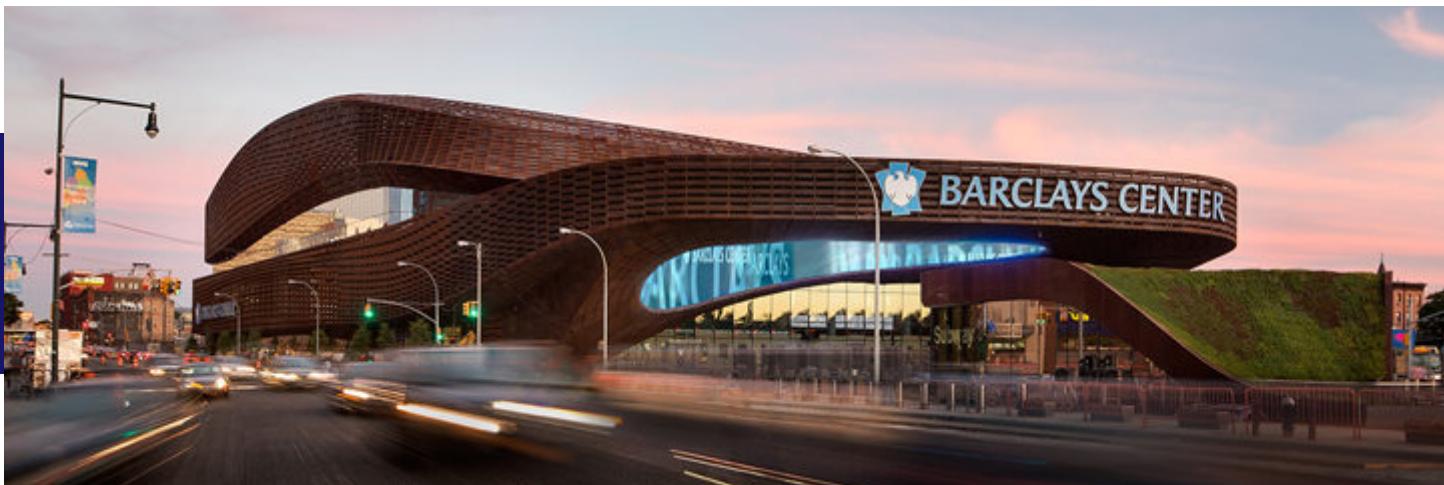
- First source hiring and resource center.
- Card check agreement for permanent jobs in the development of the hockey arena.
- Funding for a full-service grocery store and a Community Multi-Purpose Center.
- A Neighborhood Partnership Program to secure funding to address critical needs in the Hill District.
- Inclusion of community-developed Master Plan in city Development Agreement

### Successes

- **Master Plan**
  - The Master Plan outlines the future development for the Hill District, including goals, priorities, and guidelines for both innovation and preservation for the neighborhood.
- **Community Involvement**
  - Membership on the Master Plan steering committee provided a platform for community involvement and decision-making authority over various aspects such as land use, community facilities and services, parks and recreation, open green space, capital improvements, and conservation of housing.
- **Use of Media**
  - The One Hill Neighborhood Coalition effectively utilized media and civil rights imagery to catalyze negotiations, employed a tailored elevator pitch to engage the community, and distributed concise one-pagers explaining the CBA concept to gain community involvement.

### Critiques

- **Lack of Oversight:**
  - Conflict and resource disparity emerged between Pittsburgh United and CBOs during the CBA process, highlighting tensions and imbalances in the negotiation dynamics.
  - The One Hill Neighborhood Coalition faced a lack of representation during the negotiation process, hindering their ability to effectively advocate for community interests.
  - CBA benefits were not integrated into the contract as promised, including a benefit fund.



## d. Atlantic Yards CBA | Brooklyn, NY

The Atlantic Yards CBA is an agreement between the developer, Forest City Ratner Companies (FCR), and a community coalition of eight. The eight signatories' organizations were created to serve as representatives for the CBA and received start-up FCR funding. The Atlantic Yards CBA emphasizes accountability through a representative coalition and independent oversight of CBA agreements and government. This CBA is recognized as a poor model for future CBAs primarily due to its need for a credible community coalition.

**Year:** 2006

**Development:** \$4.9 Billion 22-acre site for Barclays Center sports arena, and 15 high-rise towers for residential, retail, and commercial space

**Developer:** Forest City Ratner (FCR)

**Coalition:** All-Faith Council of Brooklyn, Association of Community Organizations for Reform Now (ACORN), Brooklyn United for Innovative Local Development (BUILD), Downtown Brooklyn Neighborhood Alliance, Downtown Brooklyn Educational Consortium, First Atlantic Terminal Housing Committee, New York State Association of Minority Contractors, Public Housing Communities

fell through due to the high costs of constructing a platform over the Vanderbilt yards.<sup>68</sup> In 2003, Forest City Ratner Companies (FCR) proposed the Atlantic Yards project, which included plans for a sports stadium and tall residential buildings. Situated at the crossroads of commercial streets in Brooklyn's residential areas, it was at the heart of four distinct neighborhoods—Park Slope, Fort Greene, Clinton Hill, and Prospect Heights. The Vanderbilt railyards covered forty percent of the site across the street. Positioned just 1.5 miles east of downtown Brooklyn and five subway stops from Wall Street, it was considered a prime location. However, to proceed with the project, the AURA boundary needed to be extended to include properties with existing housing.

### CBA Process

The Atlantic Yards CBA did not occur due to community organizing in response to a proposed development but instead resulted from a developer's influence on government and individuals. A local community member interviewed stated it was a marketing tool that assisted in creating the organizations to make up the coalition. Eight signatories were created to negotiate the CBA, while local and established organizations were excluded. Furthermore, all signatories received funding from FCR.<sup>69</sup>

### Community Context

The Atlantic Terminal Urban Renewal Area (AURA) was once a major transit hub, ranking as the third-largest in the late 1800s. It was surrounded by tightly packed rowhomes, including neighborhoods predominantly inhabited by middle-class African American dock workers. Despite multiple proposals between the 1970s and 1990s, development projects

## Benefits

- 2,250 affordable rental housing units for low-, moderate-, and middle-income families out of approximately 6,400 total units
- 100,000SF school with playground space
- 8 acres of public space for public use
- “Urban Room” in front of Barclay’s Stadium for outdoor public gatherings
- Green Building and Sustainability.
- Relocation funding program for the remaining 62 residents, homeless shelter and commercial owners on the site forced to move by eminent domain.

## Critiques

- **Lack of accountability:**
  - The two primary partners, the State of New York’s development agency, Empire State Development (ESD), and the City of New York via the New York City Economic Development Corporation, took actions such as removing the project from the multistep review process that involves the community, commissions, and city council and subsidized FCRC through land transfer, tax incentives, and direct investment in the arena.
  - Given that the developer established the coalition, no oversight boards or advisory committees were established, making implementation and enforcement almost impossible. This lack of oversight and enforcement led to the project not delivering as promised.
  - The language used in the CBA was written so it was not legally enforceable.
- **Lack of Transparency:**
  - A great deal of the CBA process was backdoor negotiations and lacked public input in the land use approval process.
- **Displacement:**
  - Affordable housing units were limited, while the number of market rate units were increased, which expedited gentrification in the community.
- **Evaluation**
  - Atlantic Yards CBA did not establish metrics for evaluation or legal terms to ensure an evaluation. If tax revenues were ever to be used as a measure for evaluation the CBA would be assessed as ineffective and a significant tax burden.

## Appendix 4: Interviews



**Sandra McNeill, MA**  
**Principal, Sandra McNeill Consulting**

Ms. Sandra McNeill was heavily involved with the L.A. Live CBA coalition. She co-founded Strategic Actions for a Just Economy (SAJE), the economic justice organizing group that mobilized residents and organizations to form the coalition. Ms. McNeill also coordinated the Figueroa Corridor Coalition for Economic Justice, the coalition that led negotiations, CBA monitoring, and implementation. She has extensive experience as a community organizer and continued to work with coalitions in her professional capacity after the L.A. Live CBA.

### Key Insights

- Coalitions can use CBAs as one tactic in a wider campaign for systems-level change, but a CBA should not be the first point of attack. Ultimately, CBAs are not sufficient on their own to counteract the adverse consequences that development places on at-risk communities.
- Coalition governance is key and must be clearly planned out and shared amongst coalition members. There must be a process-based protocol to make decisions that is understood across the coalition. This can help with coalition fatigue by increasing accountability and transparency, and setting a path to address challenges that arise.
- Marginalized groups must have a voice at all stages of the process, including negotiation, and anywhere decisions are made.

### Memorable Quotes

“There has to be an analysis of the problems. It can’t be ‘this is the situation we are faced with and we are therefore assembling a coalition to take on this situation,’ that’s not functional. The coalition has to convene around the bigger root causes and strategies around systems-level change relating to the challenges that are of interest to the coalition members. Therefore, really a campaign, certainly something as narrow as a CBA campaign, really becomes a tactic, it’s not even a strategy.”

“Really good leadership within the coalition makes a tremendous difference. And the willingness to use diverse organizing strategies built in with resource development strategies built in with

really good decision-making agreements about how decisions are made. All those pieces contribute... So, I think the way in which the coalition agrees to function is critical to its effectiveness and ability to hang in.”

“One of my big critiques is regarding race dynamics, and the way we structured negotiations. So, most of the people who were lead negotiators on each focus area were white, and we were negotiating with white people. And of course we had an accountability structure and there were plenty of people of color involved in the coalition and all of the base members were people of color, almost all Latinx, and they had representatives in the negotiating room. But undoubtedly, that had an impact on what we were willing to accept and what the dynamic was in the room.”

“Enforceability is critical and from the community perspective, if there's not a memorialization of the agreement in public documents, it makes enforcement that much more difficult and left to private action.”

“I do not believe that CBAs should be at the top of the list [for] a community of how to approach their challenges that they are faced with [in] development. It should be public policy that creates requirements that go along with development, whether it's private sector or public sector and the focus of organizing work in all contexts, ideally would be on getting the policies in place. And the CBA should be a last resort. A one-time CBA, in an individual situation, in my opinion, should be what you do because you've been unable to get policies in place, or sufficient policies, or the standard that you're needing to achieve for the healthier communities in place.”

“We've had these tremendous, on-paper successful CBAs that we've negotiated, starting with L.A. Live, and so many aspects of it have not been implemented, or the scale of impact was not what it should have been, and it's just insufficient. What we thought was just tremendous at the time—it's insufficient.”



Kike Velasquez

Director, Outreach Coordinator, Inquilinos Unidos

Kike has decades of experience in community organizing, including with Strategic Actions for a Just Economy, where he rallied tenants and residents to create the L.A. Live coalition. He has first-hand experience with community engagement during the L.A. Live CBA, surveying Figueroa Corridor residents on the benefits they wanted to see from development, which ultimately became the foundation for the CBA itself.

### Key Insights

- Coalitions should negotiate for operational resources during implementation, not just for capital costs to construct infrastructure or housing, but also for the staffing and effort needed to implement, monitor, and evaluate the benefits.
- CBAs are not silver bullets for preserving the cultural identity of a neighborhood. On their own, they do not prevent displacement.
- Ask for more than you think you will get. Developers have a lot at stake in the process, sometimes more than you know.

### Memorable Quotes

“One way to help deal with fatigue is resources... If you have the resources for the implementation, which takes the longest time, you can get a bunch of money from the developers to deal with mental health, physical health, time-off... resources so you will have enough staff behind the implementation effort.”

“Reflecting back on what actually happened and continues to happen to [the Figueroa Corridor], what once existed is no more. The identity went away.”

“The developers, in our case, they got it easy. They gave us pebbles...I remember deliberations of how much to we ask of XYZ, for example... how much money do we ask for parks, green areas? I think all we got was a million dollars... To be honest, I wanted a lot more... You know these guys are getting a lot of tax breaks for their hotel, they’re getting the land really cheap, they’re getting loans from the city to do the traffic studies, to do capital improvements or whatever. To be honest, the developer didn’t say no to negotiating with us because they knew that we have no experience, and that it was a win-win situation for them.”



**Gib Veconi**  
Chair, Prospect Heights Neighborhood Development  
Council

Gib Veconi is part of a larger coalition called Brooklyn Speaks. The very active coalition, with respect to Atlantic Yards's accountability, organized a lawsuit against the State of New York and the developer at the time, Forest City Ratner in 2014. They were prepared to charge that FCR's delay in the project and on its affordable housing component violated the fed fair housing law. He was also a board member of Brooklyn Community Board 8 that was also involved in structuring CBAs for a different community in Brooklyn.

### Key Insights

- Address a potential conflict of interest by assigning funds to a community foundation with an oversight board whose structure has been co-developed by the community.
- In cases where municipalities are directly or indirectly part of a CBA, the government needs to be held accountable for its commitments. When the developer in a CBA is a public authority agency, the government should fund an organization that will ensure accountability, to include a continuing fund for the operation and sustainability of monitoring, performance management, and reporting.
- Funding is key to not be dependent on the budgets of a nonprofit.
- Accountability can come from oversight boards with clear and explicit make-up structures and operating guidelines—discussed in advance and memorialized into the contract. This includes how many members, the process for appointing, and who will hire the executive director.

### Memorable Quotes:

“It’s preferable to memorialize [benefits] as part of a government action than it is to have CBA. A CBA is something you pull out if you don’t have an opportunity to do that.”

“The counterparties to the Atlantic Yards CBA were all chosen by the developer, so that’s right away somewhat of a red flag. You don’t really want the person making the commitments to get to choose who it is that’s on the other side of the table. That’s generally not a good way to start.”

“It’s cleanest if those receiving commitments aren’t going to get paid, but there are some CBAs that have the right organizations to provide the services of the benefits because they already are doing the services - they have operational history already, if they don’t, that’s a red flag”



**Julian Gross, JD**  
**Principal Attorney, Law Office of Julian Gross**

Julian Gross is one of the nation's principal experts on community benefits in land use development and public infrastructure and has negotiated dozens of community benefits agreements, including the LA Live CBA. For over 25 years, he has represented public entities and nonprofit advocates with interest in improved land use development, public infrastructure, and racial and economic equity. He was an initiator of the CBA as a contractual approach to resolving urban development issues and has refined the definition and application. His policy work also includes local hiring, living wage, disadvantaged-business, and other community economic development policies.

### **Key Insights**

- The core values underpinning CBAs are that they are legally binding and that there is heavy community involvement in shaping both party's commitments.
- Gross also discussed the challenge of community coalitions gaining adequate leverage because the masses are generally either pro- or anti-development, and the polarization of involved community members can delay community coalitions in coalescing and determining priorities and demands. The lack of widespread use of CBAs is attributable to this polarization and concentration of engaged and active community members on either side.
- Lastly, Gross discussed the differences between a CBA involving a private developer and one involving a public entity. In the case of a public development that has likely been voter-approved, it becomes more difficult to argue that the developer lacks regard for the public. In these cases, the strength of the democratic system is tested by seeing how well elected official priorities reflect and respond to the needs of the people. Communities must again understand how to gain leverage in the presence of large entities with often few unencumbered resources. However, Gross asserted that there were still models for achieving financial autonomy over funding received in an agreement with a public entity.

### **Memorable Quotes:**

"The challenge for the community coalitions is always 'Can they get enough leverage to...obtain a slate of commitments from the developer that will enable even a critical mass of the coalition

members to want to sign on and support the project?’ It’s really challenging...I’m amazed that it ever works.”

“The point is almost everybody with an opinion is either going to be very much opposed or very much in favor. The whole thing with a CBA is that you’re really neither of those things. You are potentially supportive but only under certain conditions so that immediately makes you in the narrow slice of the swing vote.”

“The action is ‘What are the community-friendly and equity-oriented terms that the transit agency can implement when it’s spending that incredible amount of money?’”



**Dr. Jake Wegmann, Ph.D**  
**Associate Professor and Graduate Advisor for Community & Regional planning, The University of Texas at Austin**

Jake Wegmann has taught and conducted research at UT Austin's School of Architecture, in the Community and Regional Planning program, since 2014. His research primarily focuses on housing affordability and its intersections with land use regulation and real estate development. He received his Ph.D. from the University of California, Berkeley. Prior to entering academia, he worked in for-profit and nonprofit affordable housing development in Denver and San Francisco. As a former practitioner and now scholar in the field, he has worked closely with agreements between communities and developers.

### **Key Insights**

- Find win-win benefits. This includes toeing the line of dreaming big and being realistic in terms of demands to the developer. Zero-sum benefits, like affordable housing, are benefits that the developer has to pay for and can be more challenging to agree to since developers are working with tight margins. On the other hand, win-win benefits, like green space or parking, are more agreeable since they also bolster the attractiveness of the development while fulfilling a community demand.
- Coalitions should be as broad as possible. On the developer's end, signing a CBA mitigates the risk that demand will come later in the development process. If the coalition is broad and widely encapsulating from the beginning, all potential demands should be captured when the CBA is signed. This provides security for the developer and the coalition and ensures that the project will proceed without additional community criticism or approval delays.
- Developers are not afraid of providing community benefits. They are pragmatic and rational when evaluating costs and benefits, and entering a CBA can help buy them certainty. Developers also understand that community benefits can make their projects more economically viable. Benefits that work toward cultural preservation and presentation, including buildings, artwork, and commemorative signage are not difficult to accommodate from the developer's perspective but build trust with the developer.

### **Memorable Quotes:**

"I would think that cultural preservation would be particularly well suited to a CBA. There are probably a lot of things that mean a whole lot to the community and might not be that big of a deal

to the developer to accommodate...Some of those things might not be that hard to accommodate and that can go a long way for building trust between the two parties...that might even enhance the cachet of the development.”

“The friction between different governmental units can be just as great as the friction between private entities and public entities.”

“A CBA, when done right, is worth its weight in gold to the developer because it ensures that the community will not complain.”



**Dr. Jovanna Rosen, Ph.D**  
**Assistant Professor of Public Policy, Rutgers University-Camden**

Dr. Jovanna Rosen is a CBA expert on implementation. She is an Assistant Professor of Public Policy at Rutgers University-Camden, specializing in community development, environmental justice, and urban inequality. Her research explores the dynamics shaping urban disparities and their impacts on marginalized communities. Dr. Rosen's published book, "Community Benefits: Developers, Negotiations, and Accountability," sheds light on the importance of community benefits agreements in urban development.

### **Key Insights**

- CBAs cannot fully substitute for state investment.
- Community benefit agreements risk failure when they grant developers ongoing power while disempowering communities post-signing.
- Public officials' long-term perspective enables them to integrate community benefit agreements into broader development strategies.
- Community benefit agreements have limitations in addressing systemic issues like gentrification or leadership failures.
- Problem-oriented thinking, rather than tool-centric approaches, fosters creative problem-solving.

### **Memorable Quotes:**

"100% include evaluation metrics in the contract—that's imaginative...Including evaluation metrics in contracts can enhance accountability and foster innovative approaches."

"These agreements are structured to fail because communities lose all power after it's signed, but developers retain power... CBAs can't smooth over the difficulties of democracy or account for leadership failures. They can redistribute the costs/ benefits of a particular project, but to the extent that you're asking them to forestall gentrification, that's not possible with a single policy tool."

"Public officials have longevity, and they can see how a CBA fits into the suite of community development actions at large."

"Don't start from the tools, start from the problem. If you start with the potential tools we know, you can strain your creativity."



**Dr. Laura Wolf-Powers, Ph.D**  
**Associate Professor of Urban Policy & Planning, City**  
**University of NY, Hunter College**

Laura Wolf-Powers is CBA Expert in accountability and local government. She studies neighborhood revitalization and urban and regional economic development policy and planning. Her work explores the challenges of planning for community development under conditions of structural social inequality. It offers insights into how city politics are mediated through policies governing the built environment and the urban economy and considers how planners and civil society organizations influence those policies. Her scholarship has been published in the Journal of the American Planning Association, Journal of Planning Education and Research, Urban Studies, Economic Development Quarterly, Community Development Journal, Planning Theory and Practice, Regional Studies, Environment and Planning A, Cambridge Journal of Regions, Economy and Society, and the International Journal of Urban and Regional Research.

### **Key Insights**

- Government involvement could enhance accountability in community benefit agreements by providing infrastructure for implementation and oversight.
- Effective community benefit agreements rely on well-organized communities, clear stakeholder representation, and active participation from local government.

### **Memorable Quotes:**

"I think it's important to have the government involved and one thing I've heard of recently as a kind of new idea is to have something like an Impact Fund, which is administered by the government, the county government or the city government. This is where the developers agree to, in addition to other things like paying living wages or building affordable housing. Still, they also provide some resources which are managed by a democratically controlled but government operated fund because one problem with community benefits agreements that I have seen is that the non developer parties to those agreements like community based organizations, or unions, don't necessarily have the infrastructure to implement them, or hold the developer accountable."

"I think that when (CBA's) are effective is when communities are well organized, when there is sort of consensus as to who should represent the community, which is a fraught thing, but, you know, I think it's easier when there's no dispute about who the stakeholders are in any given case. And I think it's also much more favorable if there is a willing, competent and capable local government who is willing to participate, not only in the negotiation, but also in the implementation."



**Kim Olivarez, MBA MPAff**  
**Deputy Chief Financial Officer, City of Austin**

Kimberly Olivares, a finance expert with nearly 20 years of experience in local government, currently serves as Deputy Chief Financial Officer for the City of Austin, Texas. She holds a B.A. from the University of Notre Dame, a Master of Public Affairs from The University of Texas at Austin's Lyndon B. Johnson School of Public Affairs, and an MBA from St. Edward's University. Additionally, Olivares is an Assistant Adjunct Professor at the Lyndon B. Johnson School of Public Affairs, teaching courses in public finance and management. Active in the Government Finance Officers Association, she has chaired the Committee on Economic Development and Capital Planning and currently serves on the Executive Nominating Committee.

### **Key Insights**

- Tax Increment Financing could work as a financial mechanism to redistribute decision-making power.
- Politics is as important as managing expectations.
- Balancing the act of how much you ask and how much you let go, if the community or city pushes too much they might make the project not pencil.

### **Memorable Quotes:**

“Community needs to understand all of the options and all of the tools, what is it that we are trying to solve? Is the CBA the best approach? It may be. But what is it that you are trying to achieve before picking a tool to get there? What are you trying to solve and then what is the best path to get there.”

“The leverage has limits at that time negotiation but also over time if negotiations take too long market conditions can change and make the project in-feasible.”

“Recognize if you don’t have the skill set to negotiate a deal like this...because these developers do real estate deals all the time...don’t just do your best if you need to pull other folks in to help you along the way do it.”

“Having that development partner is very important to address that lower cash flow in the beginning of tax incremental financing.”



**Dr. Bonnie Young, Ph.D**  
**Associate Professor, Widener University**

Dr. Bonnie Young, a community organizing expert, has 19 years of teaching experience and 25 years of professional experience in urban African American community practice, including as a community organizer for Pittsburgh's One Hill CBA. Her scholarship is focused on community organizing and advocacy with particular attention to social and economic justice. She has published work in the areas of community organizing, labor, community coalitions, youth development, affordable housing, community development in African American communities, and culturally competent macro practice.

### Key Insights

- When surveying the community ask what they want and what they have capacity to help with.
- Benefits can use historical ties to the neighborhood as conditions, such as in Right-of-Return.
- Make sure to settle funding sources and expectations in the contract. Do not leave that to future discussions.
- Don't be too idealistic or naive,
- Politics is the main enforcement mechanism, more so than litigation.
- Be strategic with using media as leverage.

### Memorable Quotes:

“What I really focused on when I was talking to different organizations was, this is how this can be beneficial *to you*.”

“We knocked on one thousand doors and got regular peoples' feedback on what the community needs.”

“If there is going to be any discussion of a [community development] fund, it needs to go into a CBA [contract]. You cannot let them push it off.”

“Ultimately the enforcement for a CBA is not a court...the ultimate enforceability is the alignments that the politicians have [to the community and CBA].”

“Don't be too idealistic, don't be too naive. We all have to stand together.”

## Appendix 5: Finance Tools

In this Appendix, we explore innovative approaches to financing CBAs. These strategies not only ensure the sustainability of projects but also enhance their overall impact. Drawing from Chen and Bartle's article *Infrastructure Financing: A Guide for Local Government Managers*, we delve into the incorporation of value capture, social impact bonds (SIBs), public-private partnerships (P3s), and other techniques. These methods, when appropriately applied, can significantly amplify the benefits derived from infrastructure investments. Below, we discuss each approach in detail and highlight their potential synergies with CBAs.

**1. Value Capture:** Integrating value capture into CBAs entails capitalizing on the value created by infrastructure investments, such as transportation projects.<sup>70</sup> By utilizing techniques like joint development and tax increment financing (TIF), communities can tap into these values, thereby enhancing the overall sustainability and impact of CBAs that help capitalize on the value created by infrastructure investments.<sup>71</sup>

**2. Social Impact Bonds (SIBs):** SIBs offer a novel financing mechanism where revenues from bonds are directed towards social initiatives. This innovative approach aligns with the goal of CBAs, enabling communities to address social needs while leveraging private investment.<sup>72</sup>

**3. Public-Private Partnerships (P3s):** Collaboration between government entities and the private sector through P3s presents an opportunity to achieve greater efficiency and scale in project implementation. Particularly suited for large-scale endeavors, P3s offer a framework for shared responsibility and risk-sharing, enhancing the viability of CBAs for ambitious initiatives.

These financing tools, when strategically employed and aligned with the goals of CBAs, can serve as catalysts for community development and sustainable growth.<sup>73</sup>

Innovative Finance Techniques				
	How does it work?	Advantages	Disadvantages	Example
Joint Development	An agreement between government and private developers where the developer agrees to share the costs of the development or contribute some benefit to the government in return for something of interest to the developer.	<ol style="list-style-type: none"><li>1. Long-term and stable resource sources.</li><li>2. Generates revenues applicable to operating expenses.</li></ol>	<ol style="list-style-type: none"><li>1. Project risk of the development.</li><li>2. Market risk if there is a decline in real estate values.</li></ol>	A developer might give a city parking in return for development rights near a transit station. Or they might share a portion of the revenues.

	Common in transportation projects.			
Tax Increment Financing (TIF)	<p>Mechanism, usually self-financing district, that captures new or incremental tax revenues that were created when underutilized or vacant lots receive investments. In theory, the investment pays for itself, as it causes property values to increase.</p> <p>Public investment in things like streets and lighting increases property values, these increased values are then taxed at the same rate as before and used to pay for the original investment. The rationale is that investment created new value that would have not been there otherwise, hence why new tax revenue should pay for it.</p>	<ol style="list-style-type: none"> <li>1. Incentive to develop.</li> <li>2. Attracts the private sector to areas that would not have been possible “but for” public subsidy.</li> <li>3. Potential to redevelop blighted areas.</li> </ol>	<ol style="list-style-type: none"> <li>1. Significant risk if property values are below forecast.</li> <li>2. Restricted to redevelopment-related infrastructure activities.</li> <li>3. Cost spillover outside the TIF areas.</li> </ol>	<p>If the counterparty is a government, they can facilitate creating a TIF district to address community needs such as sidewalks. If the counterparty is a developer they can pledge to pay a higher % of property tax to go to the debt service of the TIF bond or provide services at a discounted rate to be paid by the TIF proceeds.</p>
Social Impact Bonds (SIB)	<p>SIB is a performance-based financing tool that pays for programs to achieve specific social goals, like reducing recidivism. Repayment of these bonds is contingent on achieving the agreed-upon program goals.</p> <p>Because this is a partnership between a government, service provider (nonprofits), and investors it might</p>	<ol style="list-style-type: none"> <li>1. Attract new investors (nonprofits, philanthropies, and corporations).</li> <li>2. Transfer government risk to investors.</li> </ol>	<ol style="list-style-type: none"> <li>1. This is a new idea with few studies.</li> <li>2. Complicated contract process</li> <li>3. At-risk nature of social programs.</li> </ol>	<p>A SIB can be set up to provide services to a population in need such as seniors or unhoused individuals.</p> <p>In the case of a CBA, a developer could either be the investor or an outcome payer (see index for details).</p>

	be able to be included in a CBA as the three parties are present.			
Public Private Partnerships (P3)	A contract where a government forms a partnership with the public sector to design, finance, build, and operate and/or maintain infrastructure. Different types of P3 exist and any of the elements above can be combined.	<ol style="list-style-type: none"> <li>1. Shift project finance risk and long-term operation and maintenance to the private sector.</li> <li>2. Leverage private sector capital and expertise.</li> <li>3. Avoid debt issuance.</li> </ol>	<ol style="list-style-type: none"> <li>1. Complicated contract.</li> <li>2. Need a high degree of expertise in-house or consultants.</li> <li>3. Huge effort in enforcement or monitoring.</li> <li>4. Loss of public control.</li> </ol>	A government can partner with a developer to either fund a P3 or create a P3 to address community concerns like affordable housing.

## Endnotes

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