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CLERK, U.S. DISTRICT COURT
OCT 29 1996
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17 CLERK, U.S. DISTRICT COURT
18 OCT 31 1996
19 CENTRAL DISTRICT OF CALIFORNIA
20 BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

20 LABOR/COMMUNITY STRATEGY CENTER,)
et al.,)
21)
22 Plaintiffs,)
23 vs.)
24 LOS ANGELES COUNTY METROPOLITAN)
TRANSPORTATION AUTHORITY and)
JOSEPH DREW, etc.)
25)
26 Defendants.)

CASE NO. CV 94-5936 TJH (Mcx)

CONSENT DECREE

Date: Not Applicable
Time:
Place:

I HEREBY CERTIFY THAT THIS DOCUMENT WAS SERVED BY
FIRST CLASS MAIL POSTAGE PREPAID, TO ALL COUNSEL
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DATED: 11/1/96
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AS REQUIRED BY FRCP, RULE 77(d).

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OCT 31 1996

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Attorneys for Plaintiffs

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1 The Los Angeles County Metropolitan Transportation Authority ("MTA") and the
2 Labor/Community Strategy Center, the Bus Riders Union, the Southern Christian Leadership
3 Conference of Greater Los Angeles, the Korean Immigrant Workers Advocates and other bus
4 riders in Los Angeles County share a strong common commitment to the improvement of bus
5 service for the transit-dependent populations of Los Angeles County. In furtherance of that
6 commitment, the parties have agreed to settle the litigation, *Labor/Community Strategy Center,*
7 *et al. v. Los Angeles County Metropolitan Transportation Authority, et al.*, in accordance with
8 the following terms and conditions of this Consent Decree. Attachments A and B shall be
9 deemed to be parts of this Consent Decree and are fully incorporated by reference here.

10 **I. BASIC PRINCIPLES AND OBJECTIVES**

11 A. MTA is fully committed to insuring that all transit patrons in Los Angeles
12 County, without regard to race, color, or national origin, have equal and equitable access to a
13 fully integrated mass transportation system that effectively meets the needs of all riders.

14 B. In September 1995, the MTA Board adopted as its "highest priority,
15 improvement of the quality of bus service in Los Angeles."

16 C. MTA shall institute and maintain a policy of charging equitable fares for the
17 provision of transit services.

18 D. MTA shall institute and maintain a policy of fairly distributing resources
19 devoted to transit security in the form of uniformed officers, improved waiting areas, and
20 other measures, among all classes of service, all modes of transit, and all geographic areas
21 served by MTA.

22 E. Capital improvement planning and programming for MTA shall include attention
23 to all modes of transportation and all areas of the County from which riders are drawn.
24 Improvements meeting the needs of transit-dependent populations shall be given priority,
25 consistent with MTA's other statutory responsibilities and obligations.

26 F. "Transit-dependents" are residents of Los Angeles County whose access to
27 automobiles is limited by income, age or disability. Consistent with MTA's other statutory
28 responsibilities and obligations, MTA's first ^{PRIORITY} ~~prior~~ for the use of all bus-eligible revenue
M

1 realized in excess of funds already specifically budgeted for other purposes shall be to improve
2 bus service for the transit-dependent by implementing MTA's obligations pursuant to this
3 Consent Decree. If sufficient funding is not provided to meet the obligations set forth in this
4 Consent Decree, the matter shall be addressed in accordance with the procedures set forth in
5 this Consent Decree.

6 G. Future MTA long-range plans, major capital projects, and annual budgets shall
7 include a section devoted to the means by which the transit needs of transit-dependent residents
8 are being and shall ^{BE} ~~be~~ met. Such section shall address specifically how these principles and
9 objectives are being met.

10 H. MTA will work with representatives of the plaintiffs' class in implementing
11 these principles and objectives and the Consent Decree. To that end, a Joint Working Group
12 (JWG), described in Section IV, below, shall be established to provide for cooperation
13 between representatives of the plaintiffs' class and MTA.

14 II. SERVICE IMPROVEMENTS

15 A. *Reducing Overcrowding By Adding New Service.*

16 1. Improved Performance Goal: Reduced ^{LOAD} ~~Load~~ Factor Targets. MTA's
17 performance in meeting this critical objective of responding to consumer demand for bus
18 services efficiently shall be measured by the reduction in levels of crowding on board buses.
19 MTA shall establish as a five-year goal to be reached by the end of the fifth complete fiscal
20 year following the approval of this Consent Decree, the reduction of the maximum load factor
21 ceiling for all bus routes from 1.45 to 1.2 in the following increments ("target load factors"):

22 December 31, 1997, 1.35

23 June 30, 2000, 1.25

24 June 30, 2002, 1.2

25 Thereafter, MTA shall maintain the 1.2 load factor for the duration of this
26 Consent Decree.

27 2. Load Factor Definition. "Peak load factor" shall mean (total number of
28 passengers/total number of seats) which shall be determined by computing the highest ratio of

1 total number of passengers to total number of seats achieved during any 20 minute weekday
2 peak period in the peak direction of travel on each bus line. This load factor computation
3 would be based on a one hour time interval during non-peak periods. Target load factors shall
4 not be achieved by by-passing passengers at bus stops. MTA shall conduct ride checks to
5 determine load factors using current MTA procedures and schedules. MTA shall supply the
6 JWG with all such data, including on-board surveys, ride and point checks and passenger
7 surveys, throughout the year, and inform the JWG of any change in data gathering/processing
8 procedures. The JWG may request that MTA collect additional data as appropriate to monitor
9 compliance with the load factor targets.

10 3. MTA Plans to Meet Targets. MTA will plan to make available sufficient
11 additional buses and other vehicles to meet these target load factors. While MTA will have
12 the discretion in determining how the targets will ^{BE} met, MTA will consult with the JWG in
13 ~~BE~~ formulating and implementing this plan. MTA will prepare at least 90 days prior to the
14 beginning of each fiscal year, and make publicly available, a report setting forth its plan to
15 meet the targets as of the date the report is issued, recognizing that changes in ridership, fares,
16 the economy and other factors may require modifications to the plan. In addition, when MTA
17 makes its scheduled modification to its long range plan it shall incorporate plans to insure the
18 availability and operation of the additional buses and other vehicles required to meet these
19 targets. If ridership shall increase by more than 15 percent on any bus line MTA shall
20 nevertheless make its best efforts to meet the target for that line and the target for that line
21 may be deferred for one (and only one) year. In addition, the JWG will designate a list of bus
22 lines which may be exempted from the load factor reduction requirement, such as lines with
23 low frequency service.

24 4. Failure to Meet Targets. If MTA fails to meet the target load factors for all bus
25 lines by the dates specified in paragraph 1 above, (except those exempted or deferred under
26 paragraph 3 above), MTA shall meet the target as soon as possible and reallocate sufficient
27 funds from other programs to meet the next lower target load factor as scheduled. The
28 reprogrammed funds, which may include but not be limited to revenues from Propositions A

1 and C discretionary funds, shall be used to meet the target load factors. Any dispute
2 concerning whether the targets have been met; or if the targets have not been met, whether
3 sufficient funds have been reprogrammed to meet the next target will be reviewed by the
4 JWG. ^{IF} ~~IF~~ the JWG cannot resolve the matter it will be referred to the Special Master. The
5 failure of MTA to meet the target load factors shall not be deemed a changed or unforeseen
6 factual condition for purposes of seeking a modification of this Consent Decree by MTA.

7 B. *Expanded Bus Service Improvement Program.* MTA shall initiate the bus
8 service improvement program during the remaining months of calendar year 1996 that will
9 result in immediate, visible and tangible benefits in improved bus service for the transit-
10 dependent communities of Los Angeles County, including but not limited to areas in south and
11 east Los Angeles and Pico Union. This program will make available 51 additional buses (*i.e.*,
12 buses in addition to those already planned for replacement purposes) by the end of calendar
13 year 1996 to reduce overcrowding, initiate new services, and improve mobility and access for
14 transit-dependent riders. Another 51 additional buses (*i.e.*, buses in addition to those already
15 planned for replacement purposes) to reduce overcrowding will be available by June 30, 1997,
16 for a net of 102 additional buses. Bus service improvement plans that have already been
17 funded by MTA will be implemented expeditiously following the approval of this Consent
18 Decree.

19 C. *New Bus Service To Facilitate Access To County-wide Job, Education and*
20 *Health Centers.*

21 1. MTA shall work with the JWG to develop and implement a plan to provide
22 additional bus service that is designed to improve access by the transit-dependent community
23 to Los Angeles County-wide educational, employment, and health care centers, as well as
24 enhancing personal mobility throughout the region. See Attachment A, Section IV.A for
25 examples of specific service improvements that could facilitate access to health care centers.
26 Routes to increase service to job and education centers or to add service to existing routes also
27 shall be developed by MTA working with the JWG, as set out in Attachment A, Section IV.B.
28

1 The parties understand that the addition of these routes must be responsive to sufficient rider
2 demand and economically feasible and that such new routes will be closely monitored and
3 terminated if there is not sufficient customer demand.
4

5 2. After consultation with the JWG, MTA will initiate as expeditiously as possible
6 a pilot project to provide a minimum of fifty additional buses (*i.e.*, buses in addition to those
7 buses already planned for replacement purposes) during the next two years to demonstrate how
8 this program can meet the needs of transit-dependent areas for access to jobs, education and
9 health services. The JWG will evaluate the pilot project and develop a plan for additional bus
10 and other transit services over the following five years, which shall include a projection of the
11 number of buses and other vehicles needed to provide such services. If the JWG cannot agree
12 on a five-year plan by December 31, 1998, the issue may be referred to the Special Master.
13

14 D. *Comprehensive Program To Enhance Security, Improve Bus Stops, Increase*
15 *User-Friendliness, and Improve Bus Service Efficiency For Transit-Dependent Riders*
16 *("Program")*. A description of the service improvements contained in this Program is
17 provided at Attachment B.
18

19 E. *Consultation With Riders in Improving Bus Service to the Transit-Dependent.*
20 Implementation of significant improvements in bus service for the transit-dependent population
21 over the next seven years will require some reallocation of the existing fleet, the procurement
22 of additional buses, a wide variety of service enhancements and other innovative responses as
23 devised by MTA. MTA agrees to work with ^{THE} JWG in a spirit of cooperation in achieving the
24 objectives of this Consent Decree. MTA may also work through neighborhood advisory
25 councils in soliciting advice and in evaluating MTA's progress in meeting the principles and
26 objectives. Consultation with the neighborhood advisory councils, however, shall not
27 constitute a part of the monitoring process for insuring compliance with this Consent Decree.
28

1 III. FARES

2 A. *General Pass.* The monthly pass is essential to ensure affordable transportation
3 for transit-dependent persons who utilize the bus for work and personal mobility throughout
4 the day. MTA will provide general passes at the following prices:
5

- 6 1. monthly pass: \$42.00
- 7 2. semi-monthly pass: \$21.00
- 8 3. weekly pass: \$11.00

9 MTA shall effectively market and distribute passes and tokens.

10 B. *Base Fare.* The general base fare shall be \$1.35. Transfers shall be 25 cents.

11 C. *Off-Peak Discounts.* The fare shall be 75 cents during off-peak periods on
12 selected lines that are heavily used by transit-dependents, as determined by MTA.
13

14 D. *Tokens.* The 90 cent token will be continued.

15 E. *Other Fares.* The prices for MTA's other passes, such as passes for seniors,
16 disabled and students, shall be maintained at current levels for the duration of the general pass
17 price, as set out in Section III.F (introductory paragraph), below.
18

19 F. *Duration.* The above fare structure will be effective December 1, 1996, and
20 will remain in effect through November 1, 1998. Except as set forth in 1 and 2 below, from
21 November 1, 1998 through November 1, 2003, MTA may increase fares up to a level
22 reflecting any increase in the Long Beach/Los Angeles Standard Metropolitan Statistical Area
23 Consumer Price Index ("the CPI") from October 1, 1995 to the time the fare increase is
24 proposed, with special reference to any increase or decrease in the household income of the
25 bottom quartile of the Los Angeles County population (as published by the United States
26 Department of Commerce) for the same period, or at a lesser rate if MTA chooses. In
27 adjusting pass prices, the Board may round off the price to the nearest dollar. In adjusting
28

1 fares other than passes and transfers, the Board may round off the price to the nearest nickel.
2 This Consent Decree will not restrict MTA's authority to adjust fares after November 1, 2003.

3 These provisions are subject to the following two conditions:

4
5 1. The prices of the general monthly, semi-monthly and weekly passes (the
6 "general pass") shall not be increased until after November 1, 1999 unless MTA develops and
7 adopts a new pass (or alternative system based on new technology) that ensures that pass
8 prices for transit-dependent, low income riders will not be increased before November 1,
9 1999. If at any time MTA adopts a pass exclusively for transit-dependent, low income riders
10 (a "low income pass") that is administratively feasible, then MTA may increase the price of
11 the general pass without restrictions. A low income pass may require some type of income-
12 related qualification or may be linked to appropriate government programs that assist low
13 income people. MTA will consult with the JWG before it implements a low income pass.
14 After November 1, 1999, the price of the new low income pass may be increased up to a level
15 reflecting any increase in the CPI from October 1, 1995 to the time the low income pass price
16 increase is proposed, with special reference to any increase or decrease in the household
17 income of the bottom quartile of the Los Angeles County population (as published by the
18 United States Department of Commerce) for the same period, or at a lesser rate if MTA
19 chooses. In adjusting low income and general pass prices, the Board may round off the price
20 to the nearest dollar. All restrictions on low income pass increases shall terminate on
21 November 1, 2003. MTA may exclude corporate buyers from eligibility for any and all
22 passes at any time.
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26 2. At any time, MTA, after consultation with the JWG, may propose an
27 adjustment in fare levels and categories that reflects new technology and is consistent with the
28 principles and objectives of this Consent Decree. If the JWG does not agree to the

1 adjustments in fare ~~level~~ and categories resulting from the new technology, the matter may be
2 submitted to the Special Master.

3 IV. JOINT WORKING GROUP

4 A. The parties shall establish a small Joint Working Group (JWG) consisting of an
5 equal number of representatives of MTA and the plaintiffs' class. Each party shall select its
6 own representatives. The purpose of the JWG will be to foster cooperation in the
7 implementation of this Consent Decree.
8

9 B. MTA shall work with the JWG in the development and implementation of bus
10 service improvement plans and on fare adjustment issues.

11 C. MTA shall engage in rider surveys, and shall seek the participation and
12 concurrence of the JWG in developing the methodology and procedures for such surveys.
13

14 V. SPECIAL MASTER

15 A. The parties have agreed upon Donald T. Bliss to serve as the Special Master,
16 subject to the approval of the District Court, to facilitate the resolution of disputes arising
17 under any provision of this Consent Decree. If Mr. Bliss does not or cannot serve as the
18 Special Master now or in the future, the parties shall try to agree on the selection of a Special
19 Master, subject to the approval of the District Court. To the extent that the parties cannot
20 agree on a Special Master, or if the District Court rejects the parties' selection, the District
21 Court will appoint the Special Master.
22

23 B. Any dispute arising under any provision of Sections I through IV of this
24 Consent Decree in which the JWG has a role shall initially be addressed by the JWG. If the
25 JWG cannot resolve the matter, or if the JWG does not have a role in the disputed function,
26 this dispute shall be referred to the attorneys to the parties. If the attorneys cannot resolve the
27 matter informally, the attorneys shall refer the matter to the Special Master for resolution,
28

1 pursuant to procedures set forth by the Special Master. Any matter resolved by or referred to
2 the Special Master may be reviewed by the District Court, along with the recommendations of
3 the Special Master, if any, upon motion by either of the parties.

4
5 C. Subject to mutually agreeable conditions, the Special Master shall be
6 compensated for his time and expense by MTA within 30 days of the submission of time
7 charges and expenses to MTA Chief Executive Officer or his or her delegee.

8 VI. MODIFICATION OF THE CONSENT DECREE

9 A. Any party to this Consent Decree may seek to modify any provision or
10 provisions of this Consent Decree. The party seeking modification bears the burden of
11 establishing, to the satisfaction of the Special Master and ultimately to the satisfaction of the
12 Court, that a significant change in circumstances warrants revision of the Consent Decree, and
13 that the proposed revision or revisions are suitably tailored to the changed circumstances.
14

15 B. Modification of this Consent Decree may be warranted when changed factual
16 conditions make compliance with the Consent Decree unworkable or substantially more
17 onerous, and when the changed factual conditions were unforeseen at the time of the entry into
18 this Consent Decree.
19

20 VII. INTERPRETATION OF THE CONSENT DECREE

21 If any dispute arises as to the interpretation of any provision of this Consent Decree, no
22 prior written drafts of this Consent Decree shall be used in any way to interpret any provision
23 of this Consent Decree.
24

25 VIII. CONTINUING JURISDICTION

26 The District Court shall retain jurisdiction over this litigation for ten years from the
27 date of the approval of this Consent Decree in order to monitor compliance with this Consent
28 Decree. At the end of seven years MTA may file a motion with the District Court to

1 terminate the Consent Decree and the Court shall grant such motion if MTA shows to the
2 Court's satisfaction that it has substantially complied with the Consent Decree and that it has
3 in place a service plan that will enable continued adherence to the principles and objectives of
4 the Consent Decree during the five years subsequent to the termination of this Consent
5 Decree.
6

7 **IX. ATTORNEYS' FEES, COSTS AND EXPENSES**

8 A. Plaintiffs intend to apply for reasonable attorneys' fees, costs and expenses in
9 connection with the litigation that resulted in this Consent Decree.

10 B. Plaintiffs shall be entitled to reasonable attorneys' fees, costs and expenses for
11 monitoring compliance with the Consent Decree, subject to mutually agreeable conditions.

12 C. The parties will endeavor to resolve the foregoing matters informally, and, if
13 they are not able to do so, the matter will be submitted to the Special Master, who shall make
14 recommendations to the parties. If either party or both parties do not accept those
15 recommendations, the matter will be submitted, along with the recommendations of the Special
16 Master, to the District Court through a motion filed within 45 days of the date of the Special
17 Master's recommendations.
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1 ATTACHMENT A

2 THE NEED FOR ADDITIONAL MTA BUS SERVICE

3 This Attachment describes MTA bus service improvements for the transit-dependent of
4 Los Angeles County, as required by Section II of the Consent Decree. MTA shall have
5 flexibility to use alternative service delivery options in fulfilling its obligations pursuant to this
6 Consent Decree.
7

8 I. OVERALL PRINCIPLES

9 A. Additional bus service in Los Angeles County would achieve the following
10 goals:

- 11 ● To reduce overcrowding
- 12 ● To reduce waiting and transfer times
- 13 ● To meet unmet employment, medical, educational and other needs
- 14 ● To serve new areas
- 15 ● To allow greater mobility to other parts of the County for the transit-dependent
- 16 ● To meet unmet ridership needs
- 17 ● To replace old buses and bring the fleet up to modern standards

18 B. MTA shall reallocate and expand its bus fleet to meet the most basic needs of
19 the transit-dependent. The additional service will address the following categories of need:

- 20 ● Reduction of overcrowded lines
- 21 ● Essential non-emergency medical transportation
- 22 ● Access to County-wide job and education centers

23 II. REDUCTION OF OVERCROWDED LINES THROUGH TARGET LOAD
24 FACTORS

25 These target load factors are set out in Section II.A of the Consent Decree above and
26 shall be achieved in the manner set forth therein.
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1 III. EXPANDED BUS SERVICE IMPROVEMENT PROGRAM

2 The manner in which MTA shall implement the expanded bus service improvement
3 program is set forth in Section II.B of the Consent Decree above.

4 IV. NEW BUS SERVICES

5 A. *Essential Non-Emergency Medical Transportation Needs.* With the
6 restructuring of the County Health Care system, patients often have to travel long distances to
7 clinics in other communities. It is essential that transit-dependent people be able to get to
8 these clinics in a reasonable amount of time. In the design of the pilot project set forth in
9 Section II.C.2 of the Consent Decree, MTA shall consider the feasibility of (1) adding buses
10 for lines 120-121, 117 and 264 to bring more reliable service to the Los Amigos Medical
11 Center, and (2) adding buses on line 205 and extending a branch of line 204 to the
12 Harbor/UCLA Hospital. MTA shall undertake a more detailed analysis, along with the JWG,
13 to assess the transit needs at other public hospitals in connection with the five-year plan
14 described in Section II.C.2.

15 B. *New Bus Service To Job and Education Centers.* In designing the pilot project
16 and developing the five-year plan in consultation with the JWG, as set forth in Section II.C.2
17 of the Consent Decree, MTA shall develop a plan to provide additional service, or to add
18 service to existing routes, via bus and other vehicles to meet the needs of the transit-dependent
19 attempting to travel to and from job and education centers. This plan shall enable transit-
20 dependent riders to move from their neighborhoods to areas of employment and health care.
21 The plan shall expand bus and other vehicle service to serve important centers outside
22 downtown Los Angeles. If the JWG cannot agree on a five-year plan, the issue may be
23 referred to the Special Master.
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ATTACHMENT B

This attachment sets forth action steps to enhance security, improve bus stops, increase user-friendliness, and improve bus service efficiency for transit-dependent riders, as required by Section II.D of the Consent Decree, above.

I. BUS SECURITY

A. *48 Additional Officers.* MTA shall take specific steps to improve security for bus riders. In this regard, in 1995 MTA received a matching grant from the Department of Justice ("DOJ") which has provided approximately \$2 million to improve bus security and ultimately could lead to additional grants totalling another \$2 million. Specifically, last year the DOJ grant provided \$1.1 million to MTA that was used to hire 12 transit officers exclusively assigned to buses in South Central Los Angeles. The grant was a three-year grant and MTA agrees to continue to fund those additional 12 officers after the grant expires.

MTA received an additional DOJ matching grant of \$900,000 in fiscal year 1996 to fund the hiring of 12 transit officers to be assigned exclusively to bus operations in East Los Angeles. MTA agrees to hire these 12 officers and assign them to bus operations in East Los Angeles and to continue the funding of these additional 12 officers after the DOJ grant expires.

MTA has applied for a third matching grant from the DOJ that would provide 12 additional officers dedicated exclusively to bus operations in the Hollywood-Rampart-Koreatown area, which is another high crime, highly transit-dependent area of the city. Next year MTA shall apply for a fourth matching grant from the DOJ that would result in 12 officers being added to police bus operations in another highly transit-dependent area, the east San Fernando Valley. If these two additional grants are approved, then another 24 officers shall be added within the next two years.

1 As set forth above, MTA shall authorize ~~the~~ MTA matching funds to provide a net
2 increase over 4 years of 48 transit officers (which includes continued funding of the 12
3 officers already working in South Central Los Angeles) and, if the grants are approved, MTA
4 will assign such officers exclusively to bus operations in transit-dependent areas.
5

6 B. *Women In Transit Grant.* MTA shall apply for a special \$400,000 grant from
7 the U.S. Department of Transportation under the Omnibus Crime Bill of 1994. This grant
8 shall fund a special unit to concentrate on safety and security for women who use the MTA
9 regional public transit system, with special emphasis on heavily transit-dependent areas.
10

11 II. BUS STOPS

12 Bus-stop improvement involves the cooperation and approval of the different
13 jurisdictions which own the bus stops.

14 A. *Pilot Program for Bus Shelter Improvement.* MTA shall make available as part
15 of its Call For Projects a total of \$500,000 over the next five years to be dedicated to bus-stop
16 improvement. While the local jurisdictions will apply for such funds, MTA agrees that any
17 funds provided through such grants shall go first to communities that are heavily
18 transit-dependent. The JWG will evaluate this pilot project and recommend to the MTA Board
19 an expanded program for bus stop improvements.
20

21 B. *Los Angeles Neighborhood Initiative Program (LANI).* MTA has received a
22 grant from the Department of Transportation for \$3.9 million to fund the Los Angeles
23 Neighborhood Initiative Program ("LANI"). LANI is focused on eight neighborhoods, each of
24 which has been identified as transit-dependent and economically challenged. The program
25 organizes local councils to suggest local transit improvements. To date, the local councils have
26 asked for and MTA has provided at least 21 new bus shelters, the planting of street trees near
27 bus stops in these neighborhoods, and additional landscaping to improve the pedestrian
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1 environment at bus stops.

2 Phase 2 of LANI, which is just beginning, shall include the purchase and installation of
3 security cameras and additional lighting at bus stops, as well as the placement of route
4 information machines at transit information booths in the chosen neighborhoods.

5 Additionally, the LANI councils applied for and received \$320,000 from MTA to be
6 used for additional improvements to bus stops and for the establishment of transit information
7 booths. MTA will work with the JWG to evaluate whether the LANI concept should be
8 continued and expanded.

10 III. USER FRIENDLINESS

11 A. *Smart Shuttle*. In last year's Call For Projects, MTA awarded a total of
12 approximately \$8 million for a two-year demonstration project to test the viability of Smart
13 Shuttles. Four demonstration projects, three of which are in areas containing large minority
14 populations, were designated: (1) Westlake-MacArthur; (2) South Central Los Angeles; (3)
15 Northeast Valley; and (4) West San Fernando Valley.

16 With respect to the Smart Shuttle service in the Northeast Valley, service is expected to
17 begin in 1997 and continue for approximately two years. Such service is expected to include
18 putting in a circulator service, which will aid transit-dependent riders who must travel long
19 distances to reach transit stops. This circulator will utilize vans as well as smaller sized buses
20 operating in a more flexible manner than would be available with fixed-route bus service. It is
21 expected to allow riders to call in beforehand so that they can most efficiently be picked up
22 and taken to their destinations. In South Central Los Angeles and MacArthur Park, where the
23 transit systems are overcrowded, the Smart Shuttle will provide connections to regional
24 transportation systems such as the Blue Line, Green Line, Red Line and Harbor Transitway.
25 Smart Shuttle is expected to permit individual passengers and vehicle operators to become
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1 acquainted with each other in a way not normally possible with fixed-route bus service. MTA
2 shall work with the JWG to find ways to utilize Smart Shuttles to improve personal mobility in
3 transit-dependent areas. Smart Shuttle programs shall not adversely affect bus improvements
4 for the transit-dependent and shall seek to provide greater service to the transit-dependent.
5

6 B. *Bus Restructuring Study.* In 1993 MTA initiated the Bus Restructuring Study
7 in an effort to make the entire bus system more user friendly. The study divides the bus
8 system into eight areas and analyzes each area to determine the nature of the problems
9 experienced by riders and what can be done to eliminate or reduce those problems. In this
10 regard, recently an evaluation began of the mid-cities area, which includes South Central Los
11 Angeles, to determine how bus service can be improved. The study will cost approximately
12 \$450,000, will seek community input, will examine innovative transit services, will improve
13 coordination between MTA and municipal operators, and should result in substantial
14 improvement in the nature of bus service in the inner city. MTA will consult with the JWG
15 on the findings of the Bus Restructuring Study.
16

17 C. *Service Planning/Market Research Study.* MTA is currently commissioning a
18 very extensive customer satisfaction market research study. This study involves extensive
19 surveys of current bus riders, former bus riders and non-users to determine their attitudes
20 ^{EDWARDS} toward the bus system. The goal is to get an accurate portrait of who is riding the buses and
21 what can be done to make the buses more attractive to bus riders. MTA will consult with the
22 JWG on the design and the findings of the study.
23

24 D. *Fare Debit Cards and Smart Cards.* MTA is in the process of analyzing both a
25 fare debit card and a "smart" card. In this regard, MTA recently funded a demonstration
26 project in which three municipal bus operators utilized the fare debit card. This type of fare
27 mechanism will facilitate the integration and coordination of all of the transit operators in Los
28

1 Angeles County, which will permit riders to move easily from one system to another. This
2 demonstration study and implementation cost \$5.8 million. MTA will consult with the JWG
3 in evaluating the demonstration project and the feasibility of using a fare debit card or smart
4 card system-wide.
5

6 E. *Immediate Needs Transportation Program.* Pursuant to this program, each year
7 MTA provides \$5 million in subsidies to pay for taxi vouchers and bus tokens to social service
8 and health care organizations for the transportation of their most needy clients. The program
9 currently provides such vouchers and tokens to over 400 agencies in Los Angeles County.
10 MTA shall use its best efforts to continue this program.
11

12 F. *Signal Priority For Buses and Exclusive Bus Lanes.* MTA shall implement
13 signal priority and bus preference projects that would involve synchronizing traffic lights to
14 favor buses and designating traffic lanes as being solely for buses in order to improve service
15 for the transit-dependent. MTA has committed \$5 million to the continued analysis of these
16 options. MTA will use its best efforts to implement feasible options.
17

18 G. *Mobility Allowance.* MTA has and continues to make extensive plans involving
19 mobility allowance. The essence of the mobility allowance is to provide vans, taxis and
20 smaller buses to: (1) areas that MTA is responsible for serving but which do not need
21 regularly scheduled fixed-route service, and (2) areas that do not need fixed-route service in
22 hours of lower demand. MTA believes that millions of dollars could be saved and that transit
23 service could be substantially improved by substituting vans and taxicabs for such fixed-route
24 service and that any resulting savings could be used to provide additional buses in those areas
25 where overcrowding is occurring. Mobility allowance programs shall not adversely affect bus
26 improvements for the transit-dependent and shall seek to provide greater service to the transit-
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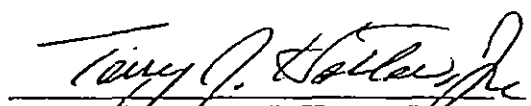
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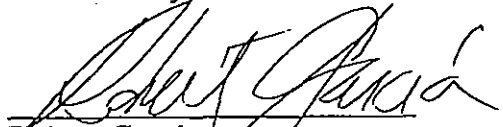
dependent. MTA will consult with the JWG in identifying ways to provide more flexible transit services in transit-dependent areas.

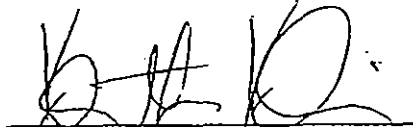
SO ORDERED:

Dated: October ~~28~~, 1996


Hon. Terry J. Hatter, Jr.
United States District Judge

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