

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF MONROVIA, CALIFORNIA
USAO # 2019V00672
DJ # 204-12C-514**

BACKGROUND

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America and the City of Monrovia, California (“Monrovia” or “City”).
2. The United States Department of Justice, through the United States Attorney’s Office for the Central District of California (“USAO”), opened a compliance review of the City under Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131–12165 and Title II’s implementing regulation, 28 C.F.R. pt. 35 and 49 C.F.R. pt. 37, to determine whether the City’s GoMonrovia program (“GoMonrovia”) using Lyft, Inc. (“Lyft”) to provide reduced-fare vehicle rides complies with Title II.
3. The City has cooperated with the compliance review.
4. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in litigation. The parties have therefore voluntarily entered into this Agreement, as follows:

TITLE II COVERAGE AND DETERMINATIONS

5. The Attorney General is responsible for enforcing Title II of the ADA, 42 U.S.C. §§ 12131–12165 and the relevant regulations implementing Title II, 28 C.F.R. pt. 35 and 49 C.F.R. pt. 37.
6. Monrovia is a “public entity” within the meaning of the ADA, 42 U.S.C § 12131(1), and 28 C.F.R. § 35.104, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131–12165, and its implementing regulation, 28 C.F.R. pt. 35 and 49 C.F.R. pt. 37.
7. When a public entity provides services, programs, or activities to the public, no qualified individual with a disability shall be excluded from participation in, be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity on the basis of disability. 28 C.F.R. § 35.130(a). Such discrimination may include (a) affording a qualified individual with a disability an opportunity to participate in a benefit or service that is not equal to that afforded to other or (b) providing a qualified individual with a disability a benefit or service that is not as effective in affording equal opportunity to obtain the same result or to gain the same benefit as that provided to others. 28 C.F.R. § 35.130(b)(1)(ii)-(iii). A public entity, in providing any aid,

benefit, or service, may not enter into a contractual arrangement that denies qualified individuals with a disability an opportunity to participate in or benefit from the aid, benefit, or service. 28 C.F.R. § 35.130(b)(1).

8. The City created GoMonrovia in order to restructure its dial-a-ride program, which previously provided rides only to seniors and to individuals with disabilities as part of a Citywide effort to expand mobility options. The City began GoMonrovia in February 2018.
9. The City currently administers GoMonrovia using Lyft to provide reduced-fare vehicle rides for persons traveling within GoMonrovia's service area. GoMonrovia is made available to residents and visitors to the City who receive a reduced-fare ride by requesting a Lyft vehicle ride through Lyft's smart phone application and inputting a promotional code. Individuals may also book Lyft rides through a designated phone number. Lyft vehicles are available 24 hours a day and seven days a week. There are no eligibility requirements to participate in GoMonrovia: So long as a person uses the promotional code, a person is entitled to the benefits of the GoMonrovia.
10. For individuals who are unable to use Lyft vehicles due to a disability, the City makes available accessible vehicles that have wheelchair lifts and are demand responsive. These accessible transportation services are provided as part of GoMonrovia, administered by Empire Transportation Services, Inc. ("Empire Transportation"). To be eligible to use these accessible transportation services, which are considerably more expensive to the City, an individual must complete a one-page application and provide proof of disability eligibility. The City contends that the application process was implemented to ensure that non-disabled individuals do not use the Empire-provided services, which could have resulted in less accessible transportation for individuals with disabilities. Accessible vehicles are available from 7:00 a.m. to 10:00 p.m. Monday through Friday and 8:30 a.m. to 6:00 p.m. on weekends. Accessible vehicles are not available on certain major holidays, such as the Fourth of July and Thanksgiving. The service area is larger than what is provided to individuals who avail themselves of the Lyft vehicles. Individuals reserve accessible vehicles through a designated phone number, and rides can be booked in advance or on-demand.
11. The USAO's compliance review determined that qualified individuals with disabilities may not be afforded an opportunity to participate in the GoMonrovia on-demand ride service that is equal to that afforded to others. Specifically, GoMonrovia is made available to individuals who use Lyft 24 hours a day, seven days a week, but accessible vehicles booked through Empire are available from 7:00 a.m. to 10:00 p.m. Monday through Friday, available from 8:30 a.m. to 6:00 p.m. on weekends, and unavailable on major holidays. Additionally, accessible vehicles cannot be reserved through a website or phone application. Individuals who require accessible vehicles, and do not use Lyft are also required to complete paper applications whereas those who can use Lyft are not.
12. During the course of the compliance review, the City has been working to implement GoMonrovia service enhancements to improve the accessibility and efficiency of the GoMonrovia program since it began. The City has applied for and been awarded grant

funds from the federal government through L.A. County Metro to purchase accessible vehicles and otherwise improve the accessibility of the GoMonrovia system. The City Council has committed \$200,000 of local match funding for these upgrades. The grant was delayed throughout 2020 as a result of the pandemic.

13. By entering into this Agreement, the City does not admit that any qualified individual with a disability was excluded from participation in, or denied the benefits of the GoMonrovia program on the basis of a disability.

ACTIONS TO BE TAKEN BY THE CITY

14. The City shall not discriminate against any qualified individual with a disability, on the basis of such disability, by excluding such individuals or denying them the benefits of its services, programs or activities, within the meaning of Title II of the ADA, 42 U.S.C. §§ 12131–12165, 28 C.F.R. pt. 35, and 49 C.F.R. pt. 37.
15. The City shall not exclude qualified individuals with disabilities, including individuals with mobility disabilities from participation in or deny them the benefits of GoMonrovia, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a).
16. Within 180 days of the effective date of this Agreement, the City agrees to ensure that qualified individuals with disabilities can use GoMonrovia services with rides provided through accessible vehicles that meet the equivalent service standard with consideration that services are now provided to participants with mobility disabilities on a demand responsive basis. 49 C.F.R. § 37.77(c) (describing the characteristics of equivalent service standard including, inter alia, response time, fares, geographic area of service, hours and days of service, and reservations capability); 49 C.F.R. § 37.105 (same).
17. Within 30 days of the effective date of this Agreement, the City will submit to the United States for its review and approval a revised application process for individuals with disabilities who cannot use Lyft vehicles so that they are not subject to different requirements than requirements applicable to individuals without disabilities before they can avail themselves of GoMonrovia.
18. The City will require that Lyft, Empire Transportation, or any other selected vendor or third-party drivers providing accessible demand-responsive transportation participating in GoMonrovia, ensure that their drivers be trained to proficiency, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities, as required by 49 C.F.R. § 37.173.
19. To ensure that GoMonrovia meets the equivalent service standard, the City shall maintain the following records that shall be computed on a monthly basis:

- a. The response time between when individuals request to use GoMonrovia's service and when the service is provided. The response time will separate the data based on service requests through Lyft, Empire Transportation, or any other vendor that the City uses to implement GoMonrovia.
 - b. The hours and days of service. The hours and days of service will separate the data based on requests through Lyft, Empire Transportation, or any other vendor that the City uses to implement GoMonrovia.
 - c. The reservations capability. The City shall separately describe the reservations capability (i.e. through smart phone application, telephone, e-mail) for how persons may request GoMonrovia's service through Lyft, Empire Transportation, or any other vendor that the City uses to implement GoMonrovia.
 - d. Any constraints on capacity or service availability. The City shall separately describe whether there are any constraints on capacity or availability regarding the provision of GoMonrovia through Lyft, Empire Transportation, or any other vendor that the City uses to implement GoMonrovia.
20. Within 90 days of the effective date of this Agreement, the City will use best efforts to inform, through both phone and electronic mail or regular mail, individuals who have been registered for the accessible vehicle service and for whom the City has contact information, of changes to the hours and days of service and reservations capability. To the extent feasible, the City will also use best efforts to inform by mail or email individuals who used the prior dial-a-ride program from January 2016 through March 2018 of the changes to GoMonrovia, to the extent that the City has retained contact information for such individuals. The City will also update its website, www.cityofmonrovia.org/your-government/public-works/transportation/monrovia-transit, to provide updated information about GoMonrovia for individuals who need accessible vehicles. Any signs, banners, or other advertisements of GoMonrovia will be modified to clarify how individuals who need accessible vehicles can use GoMonrovia. Before sending any communications, revising the website, or modifying any advertisements pursuant to this Paragraph, the City will submit them to the United States for its review and approval.
21. Before implementing any changes to GoMonrovia's fares or geographic area of service, the City will submit those changes to the United States for its review, which will not be unreasonably withheld, to ensure any changes comply with the ADA.
22. On a quarterly basis for the duration of this Agreement, the City will provide a written report to the U.S. Attorney's Office describing the activities the City has taken to comply with Paragraphs 16–20 of this Agreement. The report will include the records described in Paragraph 19.

IMPLEMENTATION

23. In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action relating to this compliance review or from filing a civil action alleging discrimination based on the allegations set forth above. However, the United States may review the City's compliance with this Agreement or Title II of the ADA at any time. If the United States believes that any portion of this Agreement has been violated, the United States will so notify the City in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within 30 days of the date it notifies the City, the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title II of the ADA.
24. Failure by the United States to enforce any provision in this Agreement is not a waiver of its right to enforce other provisions of this Agreement.
25. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and the City shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
26. This Agreement is applicable to and binding on the City, including its officers, agents, employees, and assigns.
27. The signatory for the City represents that he or she is authorized to bind the City to this Agreement.
28. This Agreement is the entire agreement between the United States and the City on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
29. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement relieves the City of its obligation to otherwise comply with the requirements of the ADA.
30. All documents and communications required to be sent to the United States under the terms of this Agreement shall be sent by electronic mail to the attention of acrivi.coromelas@usdoj.gov or other person specified by the United States.

EFFECTIVE DATE/TERMINATION DATE

31. The effective date of this Agreement is the date of the last signature below.

32. The duration of this Agreement will be two years from the effective date.
33. Notwithstanding Paragraph 32, this Agreement will terminate earlier than two years if the USAO determines that the City has demonstrated durable compliance with Title II of the ADA with respect to GoMonrovia.

Dated: [DATE]

September 21, 2021

FOR THE UNITED STATES

TRACY L. WILKISON
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Central District of California

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Dated:

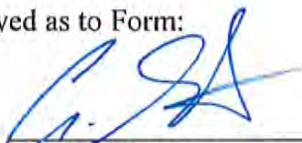
FOR MONROVIA, CALIFORNIA

By:


DYLAN FEIK
City Manager
City of Monrovia

Approved as to Form:

By:


CRAIG STEELE
City Attorney
Richards, Watson & Gershon, a Professional
Corporation
City Attorney
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