

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY AND
THE CITY OF PHILADELPHIA

Corporate Department # 4841

This Memorandum of Understanding (“MOU”), entered into this 18th day of September 2019 (“Effective Date”), is made by and between the Southeastern Pennsylvania Transportation Authority (“SEPTA”), a body corporate and politic that exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, Pennsylvania, 19107-3780; and the City of Philadelphia (“the City”), a corporation and body politic formed and existing under the laws of the Commonwealth of Pennsylvania, acting through the Office of the Managing Director, with its principal office located at the Municipal Services Building, 1401 JFK Blvd, Suite 1430, Philadelphia, PA 19102. SEPTA and the City herein are each a “Party”, and collectively the “Parties”.

RECITALS

WHEREAS, approximately half of all SEPTA passengers ride one of SEPTA’s 125 bus routes throughout the Greater Philadelphia Area, totaling approximately 150 million annual trips;

WHEREAS, SEPTA provides its highest frequency, longest spans, and highest concentration of bus services to the Philadelphia region’s most urbanized areas and this service corresponds to communities with low personal vehicle access and household incomes;

WHEREAS, based upon a study by the American Public Transit Association (“APTA”), travel via transit, including bus service, is ten times safer than driving, bus service is vital in connecting the region’s traditionally underserved neighborhoods to education, employment and other opportunities;

WHEREAS, bus service contributes to lowered emissions and a more environmentally sustainable region by reducing single-occupancy vehicles and auto dependency, reducing traffic congestion, and allowing for more dense land uses;

WHEREAS, bus service in the region is a mode with greater flexibility than fixed rail, allowing SEPTA to respond more quickly to the changing needs of the region at a lower capital expense;

WHEREAS, SEPTA is committed to using its resources wisely by optimizing its existing bus fleet, operator deployment, and bus facilities to better serve Philadelphia residents and employers through more efficient service promoting greater access and freedom;

WHEREAS, SEPTA is continually investing in its bus network including 525 new hybrid-electric buses, 35 all-electric buses, shop and depot upgrades, and creation of a brand-new, expanded Wissahickon Transportation Center;

WHEREAS, SEPTA plans to undertake a comprehensive review of its vast bus network to evaluate the impact of the ever evolving Philadelphia region including population, employment, and mobility trends;

WHEREAS, the cities in the US that have gained riders in recent years are those places with a strong partnership between the transit provider(s) and municipality(ies), where both parties have made strong efforts to strengthen bus service;

WHEREAS, recent trends that are outside of SEPTA's control have affected transit mobility including low gas prices, structural changes in ridership patterns, increases in the level of congestion in the City affecting bus speeds and reliability, lack of bus stop and lane blockage enforcement, higher customer expectations, competing modes including emerging technologies such as transportation network companies ("TNCs"), and a lack of adequate bus infrastructure including dedicated transit lanes, traffic signal priority, and updated traffic signal equipment;

WHEREAS, SEPTA's bus fleet is fully compliant with the Americans with Disabilities Act ("ADA") and is the most flexible and responsive mode to address changing demographics; employment growth, and mobility trends;

WHEREAS, SEPTA is continually seeking and undertaking innovative opportunities to promote ridership and enhance the customer experience;

WHEREAS, SEPTA recently completed an existing conditions analysis of the bus network in the City of Philadelphia with Jarret Walker & Associates ("JWA") to determine whether a bus network redesign would be valuable to address the changing transportation environment, as well as population and employment changes experienced over the past few decades;

WHEREAS, JWA prepared the Philadelphia Bus Network Choices Report ("Report") which among other findings, recommended that SEPTA undertake a Comprehensive Bus Network Optimization ("CBNO") which 1) details existing inefficiencies in the network, 2) provides a menu of choices to improve bus service, and 3) implements the redesign alternatives chosen by SEPTA;

WHEREAS, CBNO is a comprehensive program that includes the entire SEPTA bus network, including all City and suburban bus services, and will span all project stages from analysis to concept to implementation, to achieve a reimagined bus network operating on-street by reviewing, among other items, bus routing, stop spacing, frequencies, and span of service;

WHEREAS, CBNO intends to benefit the public welfare by enhancing the mobility of Philadelphia residents and visitors by improving the efficiency and speed of travel by transit;

WHEREAS, the Parties are fully collaborating on improving the use of data for transportation planning and operations as reflected in the grant funded "Transportation Data Roadmap" project being led by the City;

WHEREAS, real time trip status and stop level arrival data have become increasingly important to transit riders and the parties continue to work to improve this data availability through API's, app's, web, and on displays at high volume bus and train stations;

WHEREAS, in conjunction with its next fare proposal that will be presented to the SEPTA Board in May 2020, SEPTA will review its overall fare policy including the existing transfer fee;

WHEREAS, SEPTA is currently taking the next step for CBNO and will make extensive financial and manpower commitments to take the findings of the Report and incorporate such findings into a more detailed analysis and redesign that encompasses the entire SEPTA bus network;

WHEREAS, SEPTA intends to complete CBNO within an expected term of three years from contract execution to implementation;

WHEREAS, the City released Connect: Philadelphia's Strategic Transportation Plan, which included a "Transit First" goal in which they committed to "working with SEPTA to implement strategies to transform bus service". By 2025, the plan commits to deliver: (a) partnership with SEPTA on CBNO, (b) improved enforcement in critical bus facilities, and (c) implementation of transit priority improvements on five high priority corridors;

WHEREAS, the City can greatly impact the efficiency of bus service, customer experience, ADA access to vehicles, and visibility of transit through improved and new enforcement efforts and right-of-way improvements;

WHEREAS, a referendum, passed on May 21, 2019, created a new class of traffic enforcement officers;

WHEREAS, the City envisions deploying traffic enforcement officers to benefit all users of the public right-of-way;

WHEREAS, a partnership between SEPTA and the City is critical to the success of CBNO;

WHEREAS, SEPTA and the City share a common interest for the success of bus transit in Philadelphia;

WHEREAS, SEPTA and the City have expressed an interest in working together on certain aspects of CBNO; and

WHEREAS, this MOU memorializes the intent of SEPTA and the City with regard to their cooperation and intended future actions pertaining to CBNO;

NOW, THEREFORE, SEPTA and the City do hereby agree and commit as follows:

MEMORANDUM OF UNDERSTANDING

Section 1. Recitals. The recitals are incorporated into and made a part of the terms of the Memorandum of Understanding established by this Memorandum of Understanding.

Section 2. Commitments of the Parties.

- A. SEPTA will provide both considerable in-house manpower and resources as well as some consultant assistance and oversight to complete the CBNO scope of work.
- B. The Parties will convene at the highest levels to ensure the success of CBNO before, during, and after the completion of the project. This will strengthen the existing Connect Executive and Coordinating Committees.
- C. The Parties will collaborate on public engagement for CBNO and the City Transit Plan.
- D. The Parties will work jointly with the Philadelphia Parking Authority (“PPA”), and commit resources to enforcing existing and proposed transit lanes, bus stops, and other issues impeding the efficient movement of buses and trolleys, including, but not limited to:
 - a. The City will work with City Council to increase fines for blocking transit;
 - b. The City will continue to work with the Philadelphia Police Department, SEPTA, and the PPA to complete at least two enforcement blitzes per year;
 - c. The City will use best efforts to define duties, allocate funding, and work through legal challenges to hiring a force of Public Safety Enforcement Officers focused on traffic enforcement. The Connect Coordinating Committee will provide input on hot spots for enhanced enforcement.
- E. The City will work with SEPTA and the PPA to pursue automated enforcement of parking violations.
- F. The Parties will work jointly with PPA to obtain authorization to automatically enforce moving violations from the State.
- G. The Parties will work to reduce fare evasion by supporting enforcement and adjudication efforts and education.
- H. The City will notify SEPTA of complete streets projects that are located on transit routes and will solicit feedback to improve projects’ impacts to transit.

- I. The City will partner with SEPTA to complete a City of Philadelphia Transit Plan in which the Parties will select high-ridership, congested corridors for transit to be prioritized, which may include but are not limited to the following corridors:
 - a. Market Street
 - b. JFK Boulevard
 - c. Chestnut and Walnut Streets
 - d. Roosevelt Boulevard
 - e. Oregon Avenue
 - f. Allegheny Avenue
 - g. 7th and 8th Street
- J. The City will install and maintain pavement markings and street signage designating bus-only lanes and other bus priority treatments for City-maintained streets. The Parties will work jointly with the Pennsylvania Department of Transportation (“PennDOT”) to do the same on PennDOT-controlled streets.
- K. The City will use best efforts to select and signalize corridors with stop consolidation that are currently stop-sign controlled, will prioritize transit corridors for signal upgrades, will make sure all signal upgrades are enabled for Traffic Signal Priority (“TSP”), and will coordinate signals for enhanced flow of buses.
- L. SEPTA will utilize best efforts to ensure that all new buses have TSP equipment that is compatible with the City’s signal system for use in conjunction with traffic signal coordination for its buses and require the bus sensors to be turned on and operative. SEPTA will utilize best efforts to evaluate the financial and economic feasibility of retrofitting certain buses in its existing fleet. SEPTA will utilize best efforts to include headway-based scheduling as part of the CBNO analysis.
- M. The Parties will utilize best efforts to evaluate mobility options to complement bus service when needs are identified as part of the CBNO analysis.
- N. The City will work to efficiently manage TNCs, and will work with SEPTA, PPA, and other partners to engage State policy leaders.
- O. Contingent upon adequate funding, the Parties will use best efforts to establish safe, ADA accessible transit stops and zones in the City, including on the Market-Frankford and Broad-Street lines.
- P. City will utilize best efforts to install and maintain new and existing bus shelters at locations that provide the most utility for customers and raise the visibility of bus transit.
- Q. The Parties will work to provide real time information displays at high volume rail and bus stops and will work with User Experience/User Interface (“UX/UI”) experts to ensure that information is displayed in a format and in locations useful to transit riders.

- R. The City will utilize best efforts to reduce roadway closures that require transit detours. The Parties will use the Detour Scorecard to minimize detours that do not score well.
- S. As the Parties implement high-frequency, high-quality bus routes, the City will use best efforts to implement transit supportive zoning on these corridors.
- T. The Parties will produce a joint annual letter of capital improvements and will engage with the Delaware Valley Regional Planning Commission (“DVRPC”) and PennDOT to determine and apply for funds for the improvements proposed under this MOU.
- U. The City will utilize best efforts to allocate funding from the annual Streets Department and Office of Transportation, Infrastructure, and Sustainability (“oTIS”) budgets to meet the goals enumerated herein.
- V. The City will use best efforts to provide SEPTA an annual letter detailing the funding that has been budgeted to meet the goals enumerated herein for the next-succeeding fiscal year.
- W. SEPTA will use best efforts to provide the City an annual letter enumerating savings generated by efficiencies realized as a result of implementing the items detailed in this MOU. Contingent upon budget availability, SEPTA shall use best efforts to reallocate those savings to further improve transportation services in a manner that benefits the City of Philadelphia or the City Transit Division.
- X. In the event that SEPTA is not satisfied with the City’s best efforts on the items described in this MOU, SEPTA may elect to, after providing the City with notice and a reasonable amount of time to cure, not move forward with the implementation phase of CBNO, terminate this MOU, or both, and be relieved of any commitments contained herein.
- Y. In the event that the City is not satisfied with SEPTA’s best efforts on the items described in this MOU, the City may elect to, after providing SEPTA with notice and a reasonable amount of time to cure, terminate this MOU and be relieved of any commitments contained herein.
- Z. In the event that SEPTA determines that CBNO should not be implemented, the City shall have the right to terminate this MOU and be relieved of any commitments contained herein, and shall provide notice to SEPTA of same.
- AA. The Parties shall perform all responsibilities and activities under this MOU as independent entities. The Parties are not a joint venture or partnership, nor is either an agent of the other. Neither Party shall have the authority to bind the other to any commitment, contractual or otherwise.
- BB. Other than the intentions of both Parties set forth herein, this MOU does not impose any other obligations on either Party to take actions, now or in the future, pertaining to the CBNO.

CC. No third party is an intended beneficiary of this MOU.

DD. Nothing in this MOU shall be construed as a waiver of any of the federal, state and/or local statutory protections that SEPTA enjoys as an agency and instrumentality of the Commonwealth of Pennsylvania.

EE. All notices, demands, or requests permitted under this MOU shall be in writing and shall be personally delivered or sent by certified United States mail (postage prepaid, return receipt requested), overnight express mail, or courier service providing for receipted delivery addressed as follows:

If to SEPTA to: General Manager
1234 Market Street, 10th Floor
Philadelphia, PA 19107

If to the City to:
Managing Director
Municipal Services Building
1401 JFK Blvd., Suite 1430
Philadelphia, PA 19102

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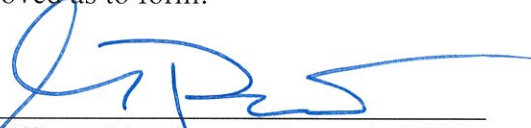
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officials, to be made effective as of the Effective Date specified above.

Southeastern Pennsylvania
Transportation Authority

By: 
Jeffrey D. Knueppel
General Manager

Date: 9/13/19

Approved as to form:

By: 
Office of the General Counsel, SEPTA

City of Philadelphia

By: 
Brian Abernathy
Managing Director

Date: 9-16-19

Approved as to form:

By: 
City Law Department