



Memorandum of Understanding between the Massachusetts Bay Transportation Authority, the Executive Office of Public Safety and the City of Boston (Mayor's Office of Emergency Preparedness) Governing Joint Funding in Support of Enhancing Emergency First Responder Communications in the MBTA Tunnels

WHEREAS, the Massachusetts Bay Transportation Authority, the Executive Office of Public Safety, and the City of Boston (Mayor's Office of Emergency Preparedness) as emergency first responders in the Boston Metropolitan Region, have engaged in a collaborative process to identify ways to expand operable and interoperable radio communications within the underground transit system;

WHEREAS, the parties to this agreement strongly believe that it is in the interest of the Commonwealth to establish an enhanced public safety interoperable communication capacity in the underground transit system between Cambridge, Somerville, and Boston; and

WHEREAS, the homeland security needs of the Commonwealth warrant the establishment of a state and local partnership to support the development of this interoperability system;

WHEREAS, the parties have identified a workable technical solution that achieves the shared public safety vision of the parties in the immediate future;

WHEREAS, this joint project will dramatically enhance the ability of public safety personnel from different agencies or jurisdictions to communicate with each other by radio on demand and in real time. Specifically, the implementation of Phase I of the project will provide operability and interoperability for all UHF MetroFire users, Boston EMS, and all 800 MHz public safety users including Cambridge PD and FD/EMS, the MBTA, the Massachusetts State Police, the Massachusetts Emergency Management Agency, the Department of Fire Services, and Federal 800 MHz users. These capabilities will be provided system-wide to include Boston, Cambridge, and Somerville; and

WHEREAS, the parties commit to continue to work together on additional enhancements to this system and to augment the first phase of this project.

Parties: The parties to this Memorandum of Understanding (MOU) are the Massachusetts Bay Transportation Authority (MBTA), the Executive Office of Public Safety of the Commonwealth of Massachusetts (EOPS), and the City of Boston Mayor's Office of Emergency Preparedness (MOEP) on behalf of the Metro Boston Homeland Security Region (MBHSR) (collectively, "the parties").

Purpose: The purpose of this MOU is to formalize the parties' commitment to support radio interoperability for Emergency First Responders. The Statewide Interoperability Committee has developed a two-phased approach to expand and enhance Emergency Responder Communications in the MBTA Underground Subway System (the "project" or "plan"). This MOU will govern the allocation of funding associated with the procurement and installation of equipment, software and engineering services, which will benefit all the parties in the Boston Metropolitan Region. The plan will be implemented in two (2) phases:

- Phase I: Building on the Statewide Interoperability Committee's work to date, this phase will begin immediately and continue through December 2008. This phase will modify the MBTA 800 SWR EOCcell and the Boston Fire Department Ultra High Frequency (UHF) EOCcell (Boston stations only) to add new channels to accommodate ITAC-2&3; Cambridge Fire Department Channel 14; Cambridge Police Department Channel 16; MetroFire Red; MBTA Transit Police Department Channel 2; and extend Boston Fire Department UHF antenna network system-wide (into Cambridge and Somerville). MBTA will provide routine access to MBTA Transit Police Department Channel 2 to Boston Public Health Commission Emergency Medical Services (EMS) and the MBTA shall provide this access to Channel 2 until such time as the completion of Phase II. In addition, feasibility testing for system expansion and installation of Network Management Software (Alarm Monitoring Notification) will be included as part of this phase.
- Phase II: When funded, this phase will provide a new low UHF EOCcell equipment and antenna network to add the following currently named channels: Boston Police Department channels 1, 2, 5, and 6; Boston Public Health Commission Emergency Medical Service (EMS) channels 10 and 12; and Boston Area Police Emergency Radio Network (BAPERN) channels 4 and Central District.
- For Phases I and II, any modifications to the infrastructure that has been dedicated to Boston Fire Department communications must not degrade their coverage.

The MBTA acknowledges the expiration dates of the FY05, FY06, and FY07 UASI funding and agrees to adhere to expenditure deadlines attached to this funding. The MBTA further agrees that any monies expended under this agreement must be consistent with the statewide interoperability strategy and the MBHSR Communications Interoperability 5-Year Strategic Plan.

Costs and Allocation: The cost of the entire plan is projected to be \$16,000,000 which is broken down as follows: Phase I - \$8,000,000 and Phase II - \$8,000,000. Costs will be shared by the parties in accordance with the funding allocation set forth herein and shall include, but not be limited to, all hardware, software, engineering and the installation costs associated with the project, including, but not limited to, Phase I. The parties hereby acknowledge that subsequent documents or agreements may need to be executed to fulfill this financial obligation as well as to identify and allocate funding for Phase II. Accordingly, the parties shall work in good faith with each other to determine the manner and method of payment for all shared costs and to execute all necessary documentation or agreements.

Source of Funding for Phase I: The obligations recited herein are not joint and several, rather, each party is individually responsible for its own allocation and cannot claim further contribution or reimbursement from any other party, except in the case of default in payment by one of the parties named herein.

Allocation of Funding for Phase I: The City of Boston, Mayor's Office of Emergency Preparedness agrees to commit \$2 million available to the project from Metro Boston "UASI" funds in addition to funding for ongoing contractual support for the project from the SRA Touchstone Consulting Group.

The Executive Office of Public Safety agrees to commit \$2 million from its 20% portion of the Metro Boston "UASI" funds.

The MBTA agrees to commit \$4 million for Phase I, through the use of the Transit Security Grant Program or Federal Transit Administration programs. In the event that Phase I does not require the entire \$4 million committed by the MBTA, the MBTA will utilize these funds for additional elements within Phase I or will allocate these funds towards Phase II.

In addition to the specific commitments above, the City of Boston Mayor's Office of Emergency Preparedness, the Executive Office of Public Safety, and the MBTA each commit to making all reasonable efforts to identify and allocate additional funds, including, but not limited, identifying and allocating additional funds for Phase II of the project.

Procurement: To the extent necessary and feasible, the MBTA shall be responsible for the procurement and installation of all hardware, software, and engineering necessary to implement the phased project plan identified above, with the sole exception that the MBTA shall not be responsible for the procurement and installation of any Motorola hardware or software. Subject to the exception identified above, said installation and engineering shall be managed solely by the MBTA and subject to contract or contracts directly with the MBTA. MOEP shall be responsible for the procurement and installation of all Motorola hardware, software, and engineering necessary to implement the phased project plan identified above. Said installation and engineering shall be managed solely by MOEP and subject to contract or contracts directly with MOEP. The parties, the MBTA and MOEP, shall work in good faith to manage the implementation schedule between the vendors.

Scope: The parties agree that this MOU solely governs the allocation of capital costs necessary for the project. The parties agree that operation, maintenance, and any other issues not directly related to any initial capital investments for the project are not the subject of this agreement. By virtue of this agreement, the parties are not creating, assuming, or altering any obligations for operation or maintenance of the radio system. The parties commit to work in good faith with each other to negotiate necessary operating, maintenance, and any other agreements, MOUs, or documentation to support the interoperable radio system. The MBTA agrees to build a system with sufficient sustainability to be self-supporting.

Amendment: Modifications or amendments to this MOU shall be in writing and duly executed by the parties to be effective.

Governing Law: Any actions arising out of this MOU shall be governed by the laws of Massachusetts, and shall be brought and maintained in the Massachusetts Superior Court, which shall have exclusive jurisdiction thereof.

Totality of Agreement: The terms and conditions recited herein represent the entirety of the agreement between the parties regarding the allocation of capital costs. No other understandings, oral or otherwise, regarding the subject matter of the MOU shall be deemed to exist or to bind either of the parties hereto. This MOU is effective when signed by all parties.

Notice: Whenever, by the terms of this MOU, notices may or are to be given to the MBTA, EOPS or the City of Boston Mayor's Office of Emergency Preparedness, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States mail, to the following mailing address:

To MBTA: Charles Passanisi, Massachusetts Bay Transportation Authority, 10 Park Plaza, Boston, MA 02116.

To EOPS: Chris Beaurpere, Executive Office of Public Safety, Office of Grants & Research, Homeland Security Division, 10 Park Plaza, Suite 3720, Boston, MA 02116.

To the City of Boston Mayor's Office of Emergency Preparedness: Cynthia Chang, Boston City Hall/Room 603, One City Hall Plaza, Boston, MA 02201.

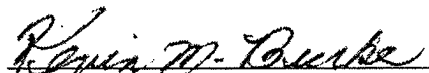
Duration: This agreement shall remain in effect until December 31, 2008, or until such time as the project is completed, whichever occurs sooner.


Termination: Any party may terminate this MOU for good cause by providing written notice of its intent to terminate, the cause for termination, and an opportunity to cure to all other parties. If the cause identified is not cured within 30 days, then the terminating party may give formal notice of termination, which will be effective 30 days thereafter.


Severability: If any provision of this MOU shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the MOU, and to that end the provisions of this MOU are declared to be severable.

In WITNESS WHEREOF, each party hereto has caused this MOU to be executed in its name and on its behalf by its duly authorized officer or agent as of this day and year set forth below.

Dated this 28th day of April, 2007


Kevin M. Burke
Secretary of Public Safety
Commonwealth of Massachusetts


Daniel Grabauskas
General Manager
Massachusetts Bay Transportation Authority


Cynthia Chang
Acting Director
City of Boston
Mayor's Office of Emergency Preparedness