



MEMORANDUM OF UNDERSTANDING
BETWEEN THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND THE RIDERS' TRANSPORTATION ACCESS GROUP

Draft: September 4, 2018

This Memorandum of Understanding ("MOU") between the Riders' Transportation Access Group ("RTAG" or "Group") and the Massachusetts Bay Transportation Authority ("MBTA"), collectively the "Parties", effective ____, 2018, is created with the goal of working together to improve accessibility and create a fully accessible public transportation system.

The Parties enter into this MOU in recognition of certain guiding principles:

1. The MBTA is organized under the laws of Massachusetts pursuant to M.G.L. Chapter 161A to provide public transportation services in 175 cities and towns encompassing Boston and the surrounding area. The Group is an organization formed in 2018 in order to advise and comment on MBTA programs for transportation that may affect people with disabilities and/or seniors;
2. Various federal and state laws require non-discrimination for people with disabilities;
3. The MBTA and the Group share a goal to ensure that people with disabilities and seniors have the opportunity to work towards best-in-class public transportation policies and projects that meet the needs of all customers, people with disabilities and seniors by providing an active role at the table and support the philosophy that: "Nothing about us without us" is a core value;
4. The Group is governed by a set of bylaws and is a consumer body with an Executive Board and a General Membership comprised of individuals with disabilities and seniors, as well as community organizations. The Executive Board will consist of up to five (5) members who represent community organizations and six (6) individual consumers who use and are familiar with the MBTA's public transportation services. The general membership is open to all interested people regardless of age, race, gender, gender identity, ethnicity, income, religion, disability, sexual orientation, or political view;
5. The General Membership meetings will be open to the public and will be held at the State Transportation Building or such other location that is mutually acceptable to both Parties; and
6. The MBTA has made sweeping improvements to its accessibility over the last decade. This would not have occurred without the work of numerous

strong local advocacy groups. The MBTA and the Group are committed to working together to carry progress forward towards the shared goal of the MBTA becoming the global benchmark for accessibility.

THEREFORE, in consideration of the mutual understanding and agreements within this MOU, the Group and the MBTA agree as follows:

I. GROUP PARTICIPATION

A. The MBTA will make diligent efforts to update the Group on all matters material to customers with disabilities and/or seniors. These may include, but not be limited to the MBTA efforts in undertaking the following activities:

1. Designing or implementing a new customer service initiative or training that may significantly affect customers with disabilities and/or seniors;
2. Developing any new policy with a material impact on customers with disabilities and/or seniors, including fare policy and service adjustments;
3. Designing a new pilot service impacting customers with disabilities and/or seniors;
4. Convening a selection committee for a procurement of an access-related service, wherein the Committee may designate a non-voting advisory member to participate in each such procurement process;
5. Acquisition of vehicles, excluding non-passenger non-revenue vehicles, maintenance and repair vehicles and ongoing routine vehicle component modifications to passenger vehicles such as preventive maintenance repair work; and/or
6. Design and/or construction of station modifications, modernizations, or new construction including without limitation water transportation accessibility that have a material impact on customers with disabilities and/or seniors.

B. The Parties recognize that neither the Group nor the MBTA has the resources for ensuring meaningful engagement on each and every initiative described above. Therefore, while the MBTA will provide updates on each of the above matters, it will be the responsibility of the Group and the MBTA to identify a subset of prioritized projects that will require collaboration, allowing work to be more focused and effective. This will take the form of an annual Accessibility Work Plan.

II. ANNUAL ACCESSIBILITY WORK PLAN

A. At or before the beginning of each fiscal year after the initial year, the MBTA and the Executive Board shall convene a planning meeting for the upcoming fiscal year, together with the Facilitator (as described below).

B. In advance of such meeting, the Assistant General Manager (“AGM”) for the Department of System-Wide Accessibility (“SWA”) and the Executive Director (“ED”) of the Office for Transportation Access (“OTA”) or their designees shall prepare a written report of upcoming capital projects, vehicle acquisitions, upcoming training expansions or modifications, and other key initiatives for consideration by the Group, generally as outlined in Subsection I(A) above.

C. The Group, led by its Executive Board, shall select a subset of projects from the MBTA report, which shall be the focus of the Group’s work during the fiscal year ahead. The Facilitator for the Group shall draft an Accessibility Work Plan focusing on these selected projects and then submit the draft Accessibility Work Plan to the MBTA for review and comment.

D. The MBTA and the Group will reach an agreement on an annual Accessibility Work Plan, which will then guide the Group’s work over the upcoming year. Both Parties recognize that, at times, issues affecting customers with disabilities and seniors may emerge unexpectedly. Therefore, the Accessibility Work Plan will be reviewed and evaluated semi-annually and new additions and initiatives may be incorporated into the annual Accessibility Work Plan on an as-needed basis, with the concurrence of both Parties.

E. The first Accessibility Work Plan for 2018/2019 shall be prepared within three (3) months of execution of this MOU.

III. REPORTS/DOCUMENTS

A. Regular Reporting and Updates. The MBTA shall provide the following reports to the Facilitator on a regular basis for distribution to the Executive Board and Group:

1. Quarterly Internal Access Monitoring Reports;
2. Quarterly Accessibility Complaint Reports (fixed-route and paratransit);
3. Quarterly Bus Maintenance Reports;
4. Quarterly Elevator, Escalator and Bridge Plate Reports;
5. Quarterly Paratransit Ridership and On-Time Performance Report
6. Semi-Annual Initiatives Update of SWA and OTA;
7. Annual Update on all Capital Delivery Projects affecting customers with disabilities and seniors;

8. Annual Capital Investment Plan; and

9. Ad hoc updates will be provided, within reason, upon request.

B. To the extent reasonably possible and practical, SWA and OTA shall produce reports with similar content and format. Reports will show aggregate information. Source data including individual complaints or personal information will not be disclosed to the Facilitator, Executive Board or Group.

IV. MEETINGS

A. The Group will work closely with SWA and OTA and will have meetings with MBTA leadership, it being recognized that the MBTA's organization and the titles of management personnel may change from time to time. Subject to such changes, the Group (or the Executive Board as may be appropriate and as determined by the Executive Board) will have an opportunity to meet with the individuals listed below or their functional equivalent:

1. Annual Meeting with the General Manager
2. Annual Meeting with Deputy General Manager upon request
3. Dedicated opportunity to present periodically to the governing body of the MBTA (Fiscal Management Control Board, Board of Directors or otherwise, as may change from time to time), in addition to participation during public comment periods.

B. In addition, representatives from SWA and OTA will attend all RTAG General Membership meetings and will also attend Executive Committee Meetings as appropriate, together with other agreed upon individuals and groups, upon request.

C. The Facilitator and Executive Board may request additional meetings upon request with SWA AGM and/or the OTA ED.

V. FACILITATOR

A. In order to ensure the organized and professional commencement of this MOU and the functioning of the new Group, an individual shall be engaged by the Institute for Community Inclusion at the University of Massachusetts – Boston and shall have the title of “Facilitator”, which intermediary may be changed with agreement of both Parties. The Facilitator shall be responsible for organizing the day-to-day business of the Group, maintaining the books and records of the Group, and serving as the primary point of contact and liaison between the Group and the MBTA.

B. The MBTA agrees to fund the Facilitator position for at least three (3) years after the close-out of the terms of the Amended Settlement Agreement

entered into by the MBTA in a certain case, *Joanne Daniels-Finegold, Rogera Robinson, Gene Smith, Reginald Clark, Madelyn Joan Golden, Myrnairis Cepeda, Maureen Cancemi, Andrew Forman, Danford Larkin, Robert Park, Thomas Gilbert, and Boston Center For Independent Living, individually and as class representatives v. Massachusetts Bay Transportation Authority*, C.A. No. 02-CV-11504 MEL (the “BCIL Lawsuit” and the “Amended Settlement Agreement”). This period will provide for a period of transition and evaluation. At the close of the second such transition year, the Parties shall undertake an evaluation of the Facilitator position and discuss possible modifications to that position and the need therefore and shall explore funding opportunities as may be appropriate. Thereafter, funding will be provided by the MBTA as may be available and agreed upon.

VI. POST-SETTLEMENT/ONGOING COMMITMENTS

The Amended Settlement Agreement includes certain agreed-upon post-settlement accessibility commitments by the MBTA. Upon close-out of the Amended Settlement Agreement, the Group shall monitor the ongoing post-settlement accessibility commitments and shall advise the MBTA of any concerns or problems. The Parties will work together diligently to resolve any such concerns or problems regarding the ongoing commitments, with dispute resolution as set forth in Section VII below.

VII. DISPUTE RESOLUTION

A. Disputes between the Parties to this MOU and concerning this MOU shall be resolved as follows:

1. Upon a majority vote of the Executive Board, the Group may initiate a dispute resolution process by notifying the SWA AGM and OTA ED in writing of the nature of the dispute, together with an explanation of the factual and legal basis for their position, with a copy to the Facilitator;
2. Within fourteen (14) days of the above notice of dispute, the Executive Board and SWA AGM and OTA ED shall confer to attempt to resolve the matter;
3. If the Executive Board and SWA AGM/OTA ED are unable to resolve the dispute, the Executive Board may give written notice to the MBTA General Counsel (with a copy to SWA/OTA and the Facilitator). Within thirty (30) days of notice, the General Counsel shall meet with the Executive Board and counsel (if so represented). The Facilitator and/or a designee of the Executive Board may participate;
4. If the General Counsel is unable to resolve the dispute, the dispute will be referred to the MBTA General Manager. The General Manager or

designee shall meet with the Executive Board (and counsel if so represented), the MBTA General Counsel, and SWA AGM/OTA ED. Such meeting shall take place within forty-five (45) days of written notice to the General Manager, SWA/OTA, and the Facilitator;

5. If the Executive Board and the MBTA are unable to resolve the dispute, they will proceed to mediation with a mediator to be mutually agreed upon; and

6. If the dispute has still not been resolved by mediation, the Executive Board may submit the matter to Court for resolution.

B. In the event the MBTA requires additional time to be prepared for the meetings described in this Section VII, the MBTA shall provide written notice to the Executive Board and the Facilitator requesting such additional time; provided, however, in no event shall the aggregate duration of any extensions hereunder exceed forty-five (45) days.

VIII. NOTICE

Notice to the Parties shall be deemed given if sent by a national overnight delivery service as of the date of delivery or refusal, as applicable, as follows:

For Group:

With a copy to:

For MBTA:

Assistant General Manager, System-Wide Accessibility
Massachusetts Bay Transportation Authority (MBTA)
Ten Park Plaza, Suite 4470
Boston, MA 02116

Executive Director of Paratransit, Office for Transportation Access
Massachusetts Bay Transportation Authority (MBTA)
Ten Park Plaza, Suite 5750
Boston, MA 02116

With a copy to:

General Counsel, Law Department
Ten Park Plaza
Boston, MA 02116

or to such other address as the Parties may designate, from time to time, by notice provided in accordance with this provision. Notice shall be deemed given when received or refused.

IX. MISCELLANEOUS

A. This MOU shall remain in full force and effect unless notice to terminate or amend this MOU is submitted by either Party. In the case of proposed amendment, a meeting between both Parties will be held within sixty (60) calendar days of receipt of said written notice. This MOU may only be amended by written instrument executed by the MBTA General Manager and the Executive Board Co-Chairs.

B. This MOU may be terminated by either Party upon written notice of ninety (90) days; provided, however, the Executive Committee of the Group may request a meeting with the General Manager prior to the effective date of termination to discuss notice hereunder and such transition as may be appropriate.

C. This MOU expresses the entire understanding of the Parties hereto with respect to the subject matter hereof and there is no understanding, contract, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions thereof.

D. No amendment of this MOU shall be valid unless in writing and signed by duly authorized representatives of the Parties hereto.

E. In witness whereof, the Authority and Group have caused this MOU to be executed by their duly authorized officers as of the day and year above written.

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

RIDERS' TRANSPORTATION ACCESS
GROUP

General Manager

Organizational Co-Chairperson

Consumer Co-Chairperson