

NEXT GENERATION ACCESSIBILITY AGREEMENT
BETWEEN
THE BOSTON CENTER FOR INDEPENDENT LIVING
AND
THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

I. Statement of Purpose and Background

This Next Generation Accessibility Agreement (“Agreement”) is between the Boston Center for Independent Living (“BCIL”), with an address at 60 Temple Place, Boston, Massachusetts 02111 and the Massachusetts Bay Transportation Authority (“MBTA”), an independent body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, organized under Chapter 161A of the Massachusetts General Laws and having its headquarters office at 10 Park Plaza, Boston, Massachusetts 02116 (together, the “Parties”);

WHEREAS, the MBTA provides public transportation services in 175 cities and towns encompassing Boston and the surrounding area;

WHEREAS, the BCIL is a frontline civil rights organization working to eliminate discrimination and segregation of people with disabilities and was in the vanguard of the nation’s independent living movement, and is the organizational plaintiff in the *Daniels-Finegold* litigation.

WHEREAS, on July 25, 2002, a lawsuit was filed against the MBTA in the United States District Court for the District of Massachusetts seeking declaratory and injunctive relief entitled *Daniels-Finegold, et al. v. MBTA*, C.A. No. 02 CV 11504 MEL by the Original Named Plaintiffs: Joanne Daniels-Finegold, Rogera Robinson, Gene Smith, Reginald Clark, Madelyn Joan Golden, Myrnairis Cepeda, Maureen Cancemi, Andrew Forman, Danford Larkin, Robert Park, and Thomas Gilbert (the “Named Plaintiffs”);

WHEREAS, the lawsuit was brought under Title II of the Americans with Disabilities Act, 42 U.S.C. §§12131-12163 (“ADA”), pointing to the fact that in enacting the ADA, Congress made specific findings that society tends to isolate and segregate people with disabilities; that individuals with disabilities continually encounter various forms of discrimination, including not only exclusion but also the failure to make modifications to exclusionary criteria. Congress stated that the Nation's proper goals regarding individuals with disabilities are to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for such individuals; that the continuing existence of unfair and unnecessary discrimination denies individuals with disabilities the opportunity to compete on an equal basis and to pursue those opportunities for which our free society is justifiably famous; and that continuing existence of discrimination and prejudice against people with disabilities cost the United States billions of dollars in unnecessary expenses. See 42 U.S.C. §12101(a);

WHEREAS, on February 17, 2004, the Court certified the plaintiffs’ proposed class, with BCIL included as the Named Organizational Plaintiff;

WHEREAS, on April 20, 2006, the Named Plaintiffs, individually and as class representatives, and the MBTA entered into a settlement agreement (“Original Settlement Agreement”) “to settle fully and finally any and all differences and disputes

between them pertaining to the subject matter of the lawsuit,” and on June 15, 2006, the Court entered an Order for Final Judgement approving the Settlement Agreement, retaining and reserving jurisdiction over implementation and performance of the Settlement Agreement;

WHEREAS, on February 2, 2007, Judge Patrick J. King (Ret.) (“Judge King”) was named Independent Monitor of the Original Settlement Agreement by the United States District Court for the District of Massachusetts;

WHEREAS, on May 17, 2007, the MBTA’s Department of Systemwide-Wide Accessibility (“SWA”) was created to serve as the agency’s clearinghouse of subject matter expertise regarding accessibility and to manage obligations related to the Original Settlement Agreement. SWA is an autonomous department whose head reports directly to the seniormost executive of the MBTA;

WHEREAS, on December 4, 2018, the Named Plaintiffs and the MBTA restated and amended the Original Settlement Agreement to reflect the progress that had been made since entering into the Original Settlement Agreement and to clarify the processes related to demonstrating compliance (as amended, the “Settlement Agreement”);

WHEREAS, the Riders’ Transportation Access Group (“RTAG”) is a community-based group, formed in 2018, advising the MBTA on transportation matters impacting people with disabilities and older adults. RTAG is organized through a set of bylaws and has established a formal Memorandum of Understanding (“MOU”) with the MBTA dated November 29, 2018;

WHEREAS, RTAG actively works with the *Daniels-Finegold* Named Plaintiffs and community members to ensure that the MBTA is continually advancing towards its goal of becoming a model for accessible public transportation and honoring all commitments under the *Daniels-Finegold* settlement. RTAG works to promote transparency, ensure equitable and inclusive service delivery, and foster trust in the MBTA. RTAG empowers riders with disabilities, improves decision making, and helps ensure public resources are used efficiently and equitably;

WHEREAS, RTAG will act as facilitator and monitor of the MBTA’s compliance with the terms of this Agreement and will be housed within the BCIL;

WHEREAS, since the execution of the Original Settlement Agreement in April of 2006, the Named Plaintiffs and Independent Monitor have been enforcing the Settlement Agreement, which included over 200 commitments related to improving accessibility at the MBTA. After 19 years of enforcing the terms of the Settlement Agreement, the Named Plaintiffs recognize that the MBTA has made sweeping improvements to public transportation access. The Named Plaintiffs agree that the MBTA has satisfied a substantial number of the obligations in the Settlement Agreement;

WHEREAS, the MBTA and the BCIL anticipate that Judge King will determine that the MBTA is in substantial compliance, except as otherwise stated herein with the Settlement Agreement by the close of 2025;

WHEREAS, the Parties seek to ensure the gains achieved by the MBTA under the Settlement do not regress, and that various commitments stemming from the Settlement Agreement, as set forth below, shall continue in perpetuity;

WHEREAS, all parties recognize that, for the MBTA to continue on its path to becoming the model for accessible public transportation, accessibility must be a priority throughout every facet of the organization. With this in mind, the terms below are in no way intended to represent the full-scale of the MBTA's commitments to accessibility and riders with disabilities. Instead, they have been selected to provide basic safeguards to the enormous progress that has been made since 2006, with an emphasis on areas that may be uniquely vulnerable to backsliding without ongoing effort and vigilance;

WHEREAS, the currently active Named Plaintiffs ("Active Named Plaintiffs") support the transition of the role of monitoring compliance from Judge King and Greater Boston Legal Services ("GBLS") to BCIL with monitoring by RTAG, and envision taking an active role in RTAG to maintain accountability, preserve MBTA's progress and accessibility gains, and promote future system-wide enhancements. This transition to a community monitoring model is designed to safeguard the hard-earned progress achieved over nearly two decades and to ensure that the MBTA is supported in continuing to build on these improvements, towards a 100% accessible transit system; and

WHEREAS, this agreement is based on the continuation of the Parties' shared vision to make the MBTA a model transit system accessible to all, with a mutual commitment and desire to comply not only with the letter but also the spirit of the ADA, with the understanding that all people with disabilities must have every opportunity to be fully participating members of our community and that fundamental to this opportunity is the right and ability to use public transportation in an equal, effective, and dignified manner.

THEREFORE, in consideration of the mutual understanding and agreements within this Next Generation Accessibility Agreement, BCIL and the MBTA agree as follows:

II. Terms – Ongoing Commitments

1. Department of System-Wide Accessibility (“SWA”). The MBTA shall continue to maintain an effective SWA that includes:
 - a. a functional equivalent of a permanent full-time Assistant General Manager (“AGM”)¹ (as currently constituted);
 - b. the SWA AGM will report directly to the MBTA's senior-most executive (currently, the General Manager)²;
 - c. approved headcount and funding for a minimum of 14 full-time employees³; this number shall be adjusted should there be an increase in departmental responsibilities;
 - d. funding sufficient to maintain its current level of effectiveness (e.g. budget for Internal Access Monitoring Program (“IAMP”), outreach materials, consultant support, etc.) and sufficient to adapt to evolving needs;
 - e. SWA will continue to be responsible for helping drive improvements and compliance oversight relative to accessibility within all public-facing services (save paratransit) and assets⁴. This includes, but is not limited to:
 - i. reviewing, providing feedback, and approving:
 - public facing policies and projects which have a material impact on riders;
 - service changes;
 - all alterations and new construction related to subway and commuter rail stations and bus stops, at key milestones;
 - all Real Estate and TOD projects;
 - all revenue vehicle specifications; and
 - all employee training pertaining to serving riders;
 - ii. leading efforts, in collaboration with the Engineering Division, to issue and update design requirements impacting accessibility (including, but not limited to the MBTA’s Design Guidelines for Accessibility, the MBTA Elevator Standard, the MBTA Wayfinding Guidelines, etc.);
 - iii. coordinating efforts related to digital accessibility
 - iv. actively participating in emergency evacuation drills, including the recruitment of volunteers with disabilities;
 - v. participating in the development of the Capital Investment Plan (“CIP”), including but not limited to identifying priority projects related to ongoing efforts to achieve 100% accessibility system-wide and participating in executive-level decisions related to the allocation of funds for these purposes;
 - vi. administering the IAMP and issuing quarterly reports regarding its findings across all modes of fixed-route transportation;
 - vii. providing travel instruction services and outreach, through the MBTA’s Mobility Center and other means, about those services to the disability community and to older adults;

¹ Recognizing titles may change

² Recognizing titles may change

³ Beginning in FY27

⁴ SWA shall continue to have responsibility for a number of employee facing activities (e.g. reviewing and providing feedback on the accessibility of employee-spaces, assisting in the facilitation of the Accessibility & Inclusion employee resource group, etc.) that are not the subject of this agreement with BCIL

- viii. providing oversight to the diligent handling and tracking of accessibility-related customer complaints in order to ensure the continuation of a fully closed loop system that results in quality responses to customers as well as the satisfactory resolution of the underlying deficiency;
- ix. serving as the organizational liaison to RTAG; and
- x. overseeing coordination of accessibility-related reports and presentations (see terms 15-16).

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The AGM/Department Head of SWA does not report directly to the General Manager and/or seniormost executive at the MBTA;
- The Department of SWA's approved headcount and respective budget is reduced below a minimum of 14 full-time employees;
- There is a material change in the Department of SWA's role in overseeing compliance with accessibility standards within all fixed route rider-facing assets and services (e.g. reoccurring instances of not being engaged in the review/approval of design and construction projects); or
- The MBTA suspends the IAMP activities for any significant length of time.

2. Elevators.

- a. The MBTA shall continue to institute a best-in-class Elevator Maintenance Program in such a manner that provides continuous, uninterrupted elevator service during all passenger service hours, subject only to temporary and isolated elevator outages for repairs, maintenance, inspections and cleaning. A best-in-class Elevator Maintenance Program includes:
 - i. Service Interruptions: Preventive maintenance, cleaning, and inspections shall be scheduled in a manner to minimize the impact of any gaps in service and shall only occur when alternative accessible transportation is available to passengers needing to use elevators.
 - ii. Elevator Uptime: The MBTA must maintain system-wide "uptime" at or above a monthly average of 99.4%; monthly elevator "uptime" shall be calculated as the minutes of service an elevator is operational divided by the minutes a station is open to the public. Elevators taken out of service temporarily for repair, maintenance, inspections or cleaning shall not be considered in service⁵.
 - iii. Notification of elevator outages: The MBTA must ensure that their system for distributing information regarding elevator outages is available to riders in a timely manner at all train stations and that announcements regarding elevator outages are made in a manner which enables riders to use alternate routes. The MBTA shall continue to advance enhancements to automatically broadcast elevator outage information on subway trains.

⁵ When calculating system-uptime, elevators that are not functioning due to the following reasons shall be removed from the equation: 1.) elevators under construction for replacement or major upgrade, 2.) elevators out of service due to "Act of God" (e.g. severe saltwater flooding of Aquarium elevators during hurricane), and 3.) elevators that are intentionally turned off to prevent entry into a station due to security reasons.

- iv. Elevator cleanliness: All elevators must be maintained and operated in a manner that makes them readily accessible and usable at all times during passenger service hours, which includes maintaining them in a clean condition. Elevators shall be inspected regularly to verify their cleanliness; unclean units shall be promptly reported to the Maintenance Control Center (“MCC”) and addressed through the MBTA’s cleaning contract.

The MBTA will be in material breach of this ongoing commitment should the following occur:

- Monthly elevator uptime drops below 99.4% for more than three consecutive months; or
- Failure to conduct at least 75% of required hourly elevator inspections (to verify operability and cleanliness) for each elevator unit at staffed locations, per month, for more than three consecutive months.

3. Stop Announcements.

- a. The MBTA shall continue to take all necessary steps to ensure that stop announcements across all modes of operation are accurate, reliable, clear and accessible (provided both audibly and visually).
 - i. Systems to frequently monitor compliance as well as to respond to, and address, defects will remain in place.
 - ii. Operators shall receive regular training regarding when and how to make manual announcements should the automated system malfunction and/or they are operating a vehicle that is not equipped with an automated passenger information system, as well as how to identify and troubleshoot errors with the automated system.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA is unable to demonstrate it is regularly monitoring stop announcements on all rail vehicles and taking appropriate action when deficiencies are found;
- Training related to the proper delivery and troubleshooting of stop announcements is not covered as part of Operator New Hire and Refresher trainings; or
- The rate of clear and accurate audible stop announcements drops below 97% or less for three consecutive quarters or more on any of the following subway car fleets – number 14 cars on the Red Line, number 14 cars on the Orange Line, 700 series on the Blue Line, Type 10 cars on the Green Line. This standard will also apply to any future fleets.

4. Development of Roadmap Towards 100% Accessible Stations and Stops.

- a. At least every two years, the MBTA shall update a roadmap and strategy for achieving accessibility at all stations and bus stops. This document shall include high-level plans and strategies for:
 - i. achieving accessibility at all stations and ferry docks:

1. The MBTA shall base the roadmap around achieving accessible boarding at all stations/docks by 2040, the 50th anniversary of the ADA.
 - ii. refurbishing and/or modernizing elevators and escalators that are end-of-life;
 - iii. expanding redundant accessible paths of travel;
 - iv. eliminating inaccessible station entrances;
 - v. eliminating excessive platform gaps, where technically feasible;
 - vi. advancing level boarding throughout the Green Line;
 - vii. advancing full-high-level platforms throughout the Commuter Rail; and
 - viii. achieving accessibility at all bus stops, in coordination with municipal partners

The MBTA will be in material breach of this ongoing commitment should the following occur:

- A high-level plan for achieving accessibility at all stations and stops is not developed, published and shared with RTAG every other year, beginning in FY27.

5. Platform Gaps (Subway).

- a. The MBTA shall continue regular inspections of platform gaps (both vertical and horizontal) at subway stations. At a minimum, one heavy rail line (Red, Orange, or Blue Line) shall be inspected in its entirety each year such that all heavy rail stations, across all lines, are inspected every three years. As level boarding is introduced to the Green Line, the regular inspection of gaps shall commence at the same minimum cadence as the Heavy Rail.
- b. Reports capturing these findings shall be maintained and updated following each inspection. These reports will include the gap measurement for each door position at each platform, a summary of non-compliant gaps at each platform⁶, and the change in gap compliance since the prior inspection.
- c. Reports shall be used to identify and triage significant gaps as well as to develop a high-level strategy for addressing gaps system-wide.
- d. Non-compliant gaps shall be promptly addressed through track adjustments, installation of rub rail, platform modifications, and any other available means as soon as practicable and to the degree technically feasible.
- e. The parties acknowledge that if a large-scale capital project is required to remediate any gap, such as full depth reconstruction of direct fixation tracks, or reconstruction of a platform, the timeline will be dependent upon the MBTA's ability to secure funding for the work.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The inspection of platform gaps on any given subway line does not occur, at a minimum, every three years; or

⁶ Non-compliant gaps shall be defined as those that exceed the maximum allowable gap per Federal Transit Administration ("FTA") and Massachusetts Architectural Access Board ("MAAB") regulation. If these regulations differ, the MBTA shall use the smaller allowable gap as the compliance standard.

- The MBTA fails to demonstrate it is taking steps to triage and address excessive gaps, where technically feasible.

6. Emergency Preparedness.

- a. The MBTA shall continue to update its policies and training to provide best in class guidance related to assisting people with disabilities and older adults during emergencies and evacuations.
 - i. As part of their ongoing training, all front-line Operations personnel shall receive refresher training regarding assisting people with disabilities and older adults during emergencies, including evacuations.
 - ii. SWA shall actively participate in the planning, participation, and after-action exercises for emergency preparedness related drills.
 - iii. SWA will work to recruit individuals with disabilities and older adults who shall be included in these drills to play roles of riders needing assistance with evacuation.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- Policies and procedures related to assisting older adults and customers during emergencies are not included in trainings for frontline Operations personnel (this includes training for new employees as well as refresher training for existing employees); or
- The MBTA fails to work to recruit people with disabilities in emergency evacuation drills in which volunteers are asked to participate.

7. Station Staffing.

- a. The MBTA shall continue to ensure station personnel are readily available to provide assistance to customers while at stations and shall continue to meet or exceed minimum station staffing levels as generally defined in 2021.
 - i. The staffing locations identified as Tier I shall be covered from at least 6:00 a.m. to 12:00 a.m. Monday through Saturday, and 7:00 a.m. to 12:00 a.m. on Sundays⁷. Select staffing locations identified as Tier II shall be partially covered.⁸
- b. In instances in which staff are not immediately available (e.g. before 6:00 a.m. or after 12:00 a.m.), the MBTA will continue to ensure processes are in place for requesting assistance via station call boxes and/or other means.
- c. The MBTA shall maintain a staffing plan that includes details on staffing locations and schedules, and ensure it is fully funded.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

⁷ The 2021 station staffing standard allows for brief gaps in coverage due to employee breaks

⁸ Note: As coverage minimum standards were the same for Tiers formerly named I & II, the MBTA consolidated these Tiers. All stations/locations formerly referred to as Tier I or II are now referred to as Tier I. All stations/locations formerly referred to as Tier III are now referred to as Tier II. This change served to simplify naming conventions and does not reflect any change to the number of locations staffed, nor their coverage minimums.

- The requisite staffing plan is not fully funded; or
- Actual coverage (provided by staffing contractors) levels drop below 95% of the station staffing benchmark for more than three consecutive months.

8. Staff Training.

- a. The MBTA shall continue to provide all new employees who have regular direct contact with customers, or who direct those employees with regular contact, with in-depth accessibility training on how to best serve customers with disabilities. All such staff shall receive periodic recertification training no less than every two (2) years.
- b. The MBTA shall provide supplementary accessibility training for any employees who have been determined to have failed to perform duties in accordance with the MBTA's policies and procedures, if so recommended by SWA.
- c. In the event the MBTA retains a private vendor to provide transit services to the public, the MBTA shall require that SWA review, revise as needed, and approve all training materials related to providing accessible service. All vendors must be required to allow for regular observations of training and if trainings are not acceptable, the MBTA will require corrective action by the vendor.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- Training for new employees and refresher training for existing employees (as defined above) do not provide in-depth guidance on how best to serve older adults and customers with disabilities; or
- The frequency of training drops below every two years.

9. Oversight of Third-Party Bus Contractors.

- a. The MBTA shall continue to ensure that third-party bus contractors are appropriately trained, monitored and held accountable to deliver reliable, accessible service. This oversight will ensure that:
 - i. training curriculum and delivery is acceptable, through the review and approval of content and periodic observations of training classes;
 - ii. third-party employees have received required training, through the collection and review of attendance information or other means;
 - iii. contractors are conducting circle checks, through audits of circle check documentation;
 - iv. promptly reviewing findings related to internal accessibility monitoring violations and customer complaints and holding contractor accountable, through penalties, suspensions, and other means; and
 - v. equipment in service is in working order, through conducting periodic spot checks.⁹

⁹ Including deployment of lift/ramp

- b. SWA shall review and approve contract language related to third-party bus providers.
- c. During the procurement process, the percentage of low floor buses a bidding contractor can provide shall be given significant weight.
- d. Additionally, the MBTA will continue to take all reasonable efforts to reduce dependence on third-party bus contractors.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA fails to periodically audit contractor training classes to ensure requisite accessibility content is delivered appropriately;
- The MBTA fails to periodically inspect circle check documentation and perform in-field spot-checks to ensure accessibility equipment is working properly;
- The MBTA fails to hold vendors accountable for promptly resolving and taking appropriate action related to monitoring violations and/or customer complaints; or
- The provision of low-floor vehicles is not given significant weight during procurement process.

10. Bus Operations.

- a. Recognizing the criticality of safe and accessible Bus Operations to all riders, particularly older adults and people with disabilities, the MBTA shall continue to effectively train and monitor Bus Operators and hold them accountable to policies and procedures related to accessibility, including:
 - i. pulling buses into curbs at bus stops;
 - ii. providing and using securement devices for passengers using wheeled mobility devices; and
 - iii. honoring reasonable requests for assistance.
- b. The MBTA shall also continue to effectively maintain bus accessibility equipment, including:
 - i. maintaining ramps in good, working condition;
 - ii. maintaining both interior and exterior audio announcement equipment in audible and operable conditions; and
 - iii. maintaining both interior and exterior visual announcement equipment in operable condition.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- Operators apply four securements to a customer's wheeled mobility device less than 90% of the time for more than two consecutive quarters;
- Operators fail to honor reasonable requests for assistance at least 95% of the time for more than two consecutive quarters;
- Interior audible stop announcements are not broadcast 95% of the time for more than two consecutive quarters;
- Interior visual stop announcements are not displayed 95% of the time for more than two consecutive quarters;
- External destination signs are not working 95% of the time for more than two consecutive quarters; or

- External audible destination announcements are not working 95% of the time for more than two consecutive quarters.

11. Regional (Commuter) Rail Operations.

- a. As part of the forthcoming Regional Rail operating contract, the MBTA shall ensure that Regional Rail staff are appropriately trained, monitored and held accountable to deliver reliable, accessible service, by ensuring:
 - i. training curriculum and delivery is acceptable, through the review and approval of content and periodic observations of training classes by SWA and Railroad Operations staff;
 - ii. the contractor promptly reviews findings related to internal accessibility monitoring violations and customer complaints, and holds employees accountable. The MBTA shall verify these actions are being taken in accordance with the contract and issue appropriate penalties as needed; and
 - iii. equipment in service is in working order, by conducting periodic spot checks.
- b. Railroad Operations shall be responsible for reviewing any proposed alterations to stations, pedestrian crossings, and/or related infrastructure with SWA to ensure compliance.
- c. SWA shall review and approve all contract language related to accessibility.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA fails to periodically audit contractor training classes to ensure requisite accessibility content is delivered appropriately;
- The MBTA fails to hold vendors accountable for promptly resolving and taking appropriate action related to monitoring violations and/or customer complaints; or
- Protocols are not established and followed to ensure SWA has the opportunity to review modifications to public-facing infrastructure and public-facing service policies.

12. Municipal Coordination regarding Bus Stop and Station Accessibility.

- a. Recognizing that municipalities play a critical role in ensuring uninterrupted access to bus stops and stations, the MBTA will continue to regularly communicate these expectations through implementation of its Municipal Communication and Coordination Plan, as well as continue to investigate new approaches to the following systemic challenges:
 - i. improving snow and ice removal at MBTA bus stops;
 - ii. keeping bus stops free of vehicle(s);
 - iii. ensuring planned construction and maintenance work near stop or station does not negatively impact safety or accessibility;
 - iv. ensuring events or activities that may impact MBTA service are coordinated with MBTA Operations; and
 - v. reducing the use of MBTA elevators for illicit activities.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA fails to communicate expectations regarding each of the above topics to municipal partners, at minimum, on an annual basis.

13. Complaints.

- a. The MBTA shall continue to maintain a robust system, equal or superior to its current system, for receiving and providing prompt responses to complaints about accessibility issues. This includes, but is not limited to ensuring:
 - i. staff responsible for receiving and cataloguing complaints are appropriately trained;
 - ii. accessibility complaints (except those related to the paratransit system) are shared with and tracked by SWA, in addition to the appropriate department identified within the complaint;
 - iii. accessibility complaints are thoroughly investigated, and appropriate action is taken in a timely manner. Discipline guidelines shall continue to be adhered to if appropriate; and
 - iv. customers receive a response following the resolution of their complaint to ensure a closed looped system.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- Staff responsible for complaint intake do not receive relevant training regarding the intake of accessibility-related complaints; or
- The MBTA fails to appropriately resolve 5% or more of accessibility-related complaints (as determined by SWA within quarterly complaint reports) for two or more consecutive quarters.

14. Riders Transportation Access Group (“RTAG”).

- a. The MBTA and RTAG will fulfill respective responsibilities as defined in this document as well as the MBTA/RTAG MOU.
- b. The MBTA will provide funding to BCIL to support the staffing and related resource needs of RTAG. Details regarding the amount of funding to be paid on an annual basis shall be defined under a separate Letter of Agreement.
- c. In addition to funding the role of RTAG, the MBTA will continue to support RTAG in a variety of ways including providing meeting space and technical support as needed.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- Funding to support the facilitation of RTAG is not provided to BCIL at the start of each fiscal year.

15. Reporting.

- a. To ensure RTAG and the public are able to evaluate the MBTA's adherence to the commitments above, the MBTA will produce the following reports in the following manner:

The Department of SWA will provide the following reports to RTAG without request:

1. Accessibility Initiatives Report;
2. Quarterly Internal Accessibility Monitoring Reports including:
 - a. Bus, Third-Party Bus, Subway, Commuter Rail
3. Quarterly reports regarding Elevator & Escalator uptime;
4. Annual update regarding platform gap findings and efforts underway (reporting cadence will remain quarterly through FY 27);
5. Quarterly customer complaint reports;
6. Annual report related to third-party bus performance and oversight;
7. Biannual roadmap for achieving accessibility at all stations and bus stops;
8. Annual update to MAAB, as relevant;
9. Annual Service Delivery Report; and
10. Annual CIP.

In addition to the reports above, the MBTA will be responsive to additional data and reporting requests made by RTAG related to this Agreement. These may include, but not be limited to, data regarding:

1. SWA budget and headcount;
2. Station staffing levels;
3. Additional data regarding elevators:
 - a. Provision of elevator shuttles
 - b. Elevator inspections by Transit Ambassadors
 - c. Upcoming elevator refurbishments
 - d. Root cause analyses regarding elevator outages
4. Actions taken regarding reported stop announcement violations/deficiencies;
5. Accessibility-related trainings and training schedules for frontline staff;
6. Variance requests made to MAAB and/or related findings from MAAB and/or FTA;
7. Enforcement outcomes related to ticketing of illegally parked vehicles in MBTA bus stops; and
8. Reports related to emergency evacuation drills.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA fails to provide RTAG with any of the reports above, upon request, in a timely manner.

16. Meetings & Presentations.

- a. The MBTA will continue to proactively communicate news and updates related to accessibility initiatives through various channels including public meetings and small group "SWA roundtables".
- b. At least twice a year, in conjunction with RTAG or independently, SWA will host hybrid meetings focused exclusively on fixed route accessibility. These meetings will be in addition to SWA support for regular RTAG meetings.

- c. Until the point in time when both the MBTA and RTAG agree it is no longer necessary, the MBTA will deliver a detailed presentation annually on the following topics, in addition to other areas of focus:
 - Status of ensuring accurate and reliable stop announcements, system-wide;
 - Efforts to improve municipal coordination related to safely accessing bus stops and stations; and
 - Progress towards advancing plan for 100% accessible stations and stops.

Note: When designing reports, presentations, and general communications to the public, the MBTA shall use plain language to ensure content is at an appropriate level for their target audience and aim for a Flesch-Kincaid score of an 8th grade level or less. Additionally, all digital communications shall be compliant with the Commonwealth of Massachusetts's Digital Accessibility Requirements.

The MBTA will be in material breach of this ongoing commitment should any of the following occur:

- The MBTA fails to host two public meetings annually focused specifically on fixed-route accessibility; or
- The MBTA fails to deliver public presentations regarding the topics defined above on an annual basis.

III. Terms – Outstanding Commitments from Original Settlement

1. Outstanding terms. The MBTA has made sweeping improvements to transportation access. However, of the over 200 individual commitments in the Original and Amended Settlement Agreements, as of December 10, 2025, the MBTA is not in compliance with the following four (4) terms (“Term(s)”) which are included for monitoring in this agreement:

a. Elevators.

- i. Term #55d. The Original Settlement Agreement required the MBTA to install additional elevators at Downtown Crossing station connecting the southbound and northbound Red Line platforms to the southbound (Forest Hills) Orange Line platform, however, after extensive engineering due diligence, the MBTA concluded that it was technically infeasible to construct a connection between the Red Line Northbound and the Orange Line Southbound in the location of the “Corner Mall.” The MBTA hereby confirms and commits to a modified best alternative for that connection, as well as supplemental commitments as is detailed in the table below.
- ii. Term #56. In addition, elevator 808 at Park Street will be relocated and replaced with a larger elevator #783 during the Downtown Crossing work described in Term 55d above.

1. Work Plan for Connections/Transfers:

<p><u>OLS/RLS.</u> Orange Line South to Red Line South (per Settlement Agreement obligation)</p>	<ul style="list-style-type: none"> • The elevator at the current Washington Street entrance will be replaced and will extend further below grade to the Red Line Platform.
<p><u>OLS/RLN.</u> Orange Line South to Red Line North (modified Settlement Agreement obligation)</p>	<ul style="list-style-type: none"> • Park Street Station Elevator No. 808 will be relocated and replaced with a larger elevator which will connect directly to an improved Winter Street Concourse. • At the other end of the concourse, there will be a direct connection to the Orange Line. • Concourse improvements will include improved wayfinding
<p><u>OLN/RLN.</u> Orange Line North to Red Line North (Supplemental Commitment)</p>	<ul style="list-style-type: none"> • Two new elevators at the Burnham Building are under construction.

OLN/RLS. Orange Line North to Red Line South (Supplemental Commitment)	<ul style="list-style-type: none"> • A new elevator at the corner of the Macy's building will be installed.
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2. If the so-called "Corner Mall" connection becomes technically feasible with the agreement of National Grid and any other impacted utility prior to a Notice to Proceed for the OLS/RLS and OLS/RLN connections, the MBTA shall revisit opportunities for a direct connection between the Orange Line Southbound to Red Line Northbound.
3. The MBTA shall develop and implement an effective system of wayfinding and announcements to alert and inform riders about the above connections and will share this with the Plaintiffs for their input.
4. The MBTA shall be considered in substantial compliance with this Term 55d above if:
 - a. construction contracts are executed and funded to perform the work at the OLS/RLS and OLS/RLN connections and Notices-to-Proceed to Contracts have issued for all connections in the above workplan;
 - b. an effective system of wayfinding and announcements is designed for implementation; and
 - c. a sequencing plan is developed to maintain and maximize accessibility to the greatest extent practicable during construction.

At the point in time when the required wayfinding upgrades have been incorporated into the design, and construction activities have begun, the MBTA will be in full compliance with this term.

The MBTA will be in material breach of this specific commitment from the Settlement Agreement should the following occur:

- The MBTA fails to move the Downtown Crossing Phase II project into construction by the end of Calendar Year 2027.
 - b. Design Guidelines for Accessibility
 - i. Term #69. The MBTA will commit to the update of the comprehensive "Guide to Access" and will incorporate the Guide into future standards. This Guide will reflect the MBTA's commitment to a safe, reliable, and easy to use system that welcomes all riders regardless of ability and age.
 - ii. Term 69A. Substantial Compliance. For the purposes of determining Substantial Compliance with the obligations in Term 69, the MBTA shall develop the core chapters of the updated Guide to Access (those concerning accessibility at newly constructed and/or renovated stations and bus stops) and will submit for review by the Plaintiffs.
 - iii. As of October 2025, SWA has developed comprehensive draft guidelines related to the following topics:
 1. Overview and purpose;

2. Building blocks;
3. Scoping and accessibility;
4. Accessible paths of travel, including the requirement for redundant accessible paths of travel;
5. Temporary accessible path of travel;
6. Parking and passenger loading zones;
7. Entrances and doors;
8. Walkways, sloped walkways and ramps;
9. Elevators;
10. Escalators and Stairs;
11. Handrails;
12. Pedestrian street crossings;
13. Track crossings;
14. Curb ramps;
15. Detectable warning surfaces;
16. Restrooms;
17. Protruding objects;
18. Platforms;
19. Seating and benches; and
20. Emergency egress.

The MBTA will be in material breach of this specific commitment from the Settlement Agreement should the following occur:

- The MBTA fails to publish the Design Guidelines for Accessibility defined above by the end of Calendar Year 2026.
- c. Accessibility Training for Transit Police Officers
- i. Term #12. The MBTA shall ensure that there is a timely and effective response to any access-related emergencies or problems that arise while passengers are using bus services, to include the provision of alternative transportation under the terms in Paragraphs 72-74, as necessary. The MBTA shall develop procedures for evacuation of persons with disabilities in the event of an emergency.
 - ii. Term 12 Partial Completion and Clarification: In November 2021, Judge King found the MBTA to be in compliance with certain parts of Term 12 but not fully in compliance with others, including the need to ensure Transit Police Officers receive accessibility training.

Once the training material has been reviewed by the plaintiffs and RTAG, and the training has been delivered to Officers, the MBTA will be in full compliance with this term.

The MBTA will be in material breach of this specific commitment from the Settlement Agreement should the following occur:

- The MBTA fails to train all existing Transit Police Officers using the new accessibility training course by the end of Calendar Year 2026.

IV. Dispute Resolution

Disputes between the Parties concerning this NEXT GENERATION ACCESSIBILITY AGREEMENT shall be resolved as follows:

1. **Corrective Action Plans (CAP)**. A plan developed by the MBTA that describes the actions it will take to correct or cure a failure to achieve or maintain a target or goal spelled out in Section II or III, and the schedule for implementing those actions.
 - a. Each CAP shall identify the:
 - i. event or condition requiring corrective action;
 - ii. action necessary to eliminate or control the occurrence or condition;
 - iii. schedule for implementation;
 - iv. person or department responsible for implementation; and
 - v. the Department supervisor who is attesting to the content of the CAP.
 - b. The MBTA shall submit the CAP to BCIL for review within sixty (60) days of the identification of the event triggering the necessity of a CAP. The MBTA and BCIL will confer within fourteen (14) days and agree on the CAP before the MBTA carries out the plan.
 - c. If the MBTA is unable to complete a CAP within the scheduled completion date it shall notify BCIL within fifteen (15) days of the scheduled completion date and submit a written notification outlining the reason(s) for the need of a time extension, including the tasks to be completed and a timeline for completion.
 - d. The MBTA will provide BCIL with written notification when the requirements of an approved CAP have been satisfied.
 - e. In the event the MBTA and BCIL cannot agree on a CAP or a time extension, the dispute will proceed to Section 2 below.

2. **Dispute Resolution Process**
 - a. With respect to any matter herein which calls for a remediation plan and subsequent cure period before a material breach is deemed to have occurred, the Parties may not initiate a dispute resolution prior to the end of the cure period so long as the MBTA acknowledges the need for a remediation plan, adopts such plan within the timeframe set forth herein and implements the plan in accordance with its terms.
 - b. Subject to the provisions of Section IV.1.a. above, upon a majority vote of the BCIL Board of Directors (or any committee thereof to which the authority is delegated) ("Board"), in consultation with the RTAG Executive Board ("Executive Board"), the Parties may initiate a dispute resolution process by notifying the SWA AGM 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 RTAG Facilitator.
 - c. Within fourteen (14) days of the above notice of dispute, the Board and SWA AGM shall confer to attempt to resolve the matter.
 - i. The Facilitator and/or a designee of the Executive Board may participate.
 - d. If the Board and SWA AGM are unable to resolve the dispute, the Board may give written notice to the MBTA Chief Legal Counsel (with a copy to SWA) and the Facilitator). Within thirty (30) days of notice, the Chief Legal Counsel shall meet with the Board and its counsel (if so represented).
 - e. If the Chief Legal Counsel and Board are unable to resolve the dispute, the dispute will be referred to the MBTA General Manager. The General Manager or

- designee shall meet with the Board (and counsel if so represented), the MBTA Chief Legal Counsel, and SWA AGM. Such meeting shall take place within forty-five (45) days of written notice to the General Manager, SWA and the Facilitator.
- f. If the Board and the MBTA are unable to resolve the dispute, they will proceed to mediation with an independent mediator to be mutually agreed upon and paid for by the MBTA.
 - g. If the dispute has still not been resolved by mediation, the Board may submit the matter to Court for resolution, with both sides expressly reserving all rights in any such proceedings. Without limiting any other rights the Parties hereto may have, any Court may order the relief set forth in Section 3 hereunder.
3. Equitable Remedies for Breach. The Parties acknowledge that money damages and remedies at law would not be a sufficient remedy for certain breaches of this Agreement by the MBTA. The Parties agree that persons with disabilities and older adults riding the MBTA who are intended to benefit from the terms of this Agreement would be irreparably harmed in the case of any breach or threatened breach by the MBTA, and the MBTA agrees that the BCIL shall be entitled to specific performance and injunctive or other equitable relief without proof of actual damages or posting of a bond as a remedy for any such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach by the MBTA of this Agreement but shall be in addition to all other remedies available at law or equity to the BCIL, including, without limitation, monetary remedies. In any suit, action or claim to enforce this Agreement or for breach of this Agreement, if BCIL is the prevailing party, the MBTA shall (for the avoidance of doubt, in addition to any remedies at law or equity) pay to BCIL its reasonable, out-of-pocket expenses, including court costs and reasonable attorneys' fees.
 4. In the event the MBTA requires additional time to be prepared for the meetings described in this Section IV, 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.

V. Miscellaneous

1. **Entire Agreement.** This agreement contains all the agreements, conditions, promises and covenants among the MBTA, Active Named Plaintiffs, BCIL and their respective counsel regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of the present agreement.
2. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without reference to any principles of conflicts of law thereof. The Parties agree that any suit or proceeding arising in respect of this Agreement will be tried exclusively in the courts of The Commonwealth of Massachusetts sitting in Suffolk County or in the United States District Court for the District of Massachusetts, and the Parties irrevocably and unconditionally agree to submit to the exclusive jurisdiction of, and to venue in, such courts (and agree not to commence any action, suit, or proceeding relating thereto except in such courts). The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in such court, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. The Parties further agree that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth below shall be effective service of process for any action, suit or proceeding brought against the parties in any such court.
3. **Notices.** All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by email or confirmed facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at the addresses shown below.
 - a. Notices to BCIL shall be sent by regular mail and email to the Executive Director, currently Bill Henning: 60 Temple Place, Boston, MA 02111, bhenning@bostoncil.org
 - b. Notices to the MBTA shall be sent by regular mail and email to the Assistant General Manager of Accessibility and the Chief Legal Counsel, currently Laura Brelsford: 10 Park Plaza, Suite 4470, Boston, MA 02116, lbrelsford@MBTA.com; and John Martin: 10 Park Plaza, Boston, MA 02116, jmartin4@MBTA.com.
4. **Miscellaneous.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

5. Assignment. This Agreement shall inure solely to the benefit of and be binding upon each of the Parties hereto and the respective legal successors. Any attempted assignment of this Agreement without the prior written consent of the other Party will be of no force and effect.
6. Costs. Except as may otherwise be expressly provided in writing, each of the parties shall be responsible for its own costs and expenses associated with the subject matter of this Agreement.
7. Waiver. It is understood and agreed that no failure or delay by a Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
8. Amendments and Waivers. No provision of this Agreement may be amended or modified, in whole or in part, nor any waiver or consent given, unless approved in writing by all of the Parties in the case of an amendment or modification or by the Party to be charged in the case of a waiver or consent, which writing specifically refers to this Agreement and the provision so amended or modified or for which such waiver or consent is given.
9. Execution. This Agreement may be executed in any number of counterparts, including by pdf or facsimile transmission, and each of such counterparts shall for all purposes be deemed original, and all such counterparts shall together constitute one and the same instrument.
10. Section Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.
11. Construction. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

EXHIBIT X

Definitions

For the purposes of this Agreement, the parties define the following terms as follows:

1. **Active Named Plaintiffs:** Joanne Daniels-Finegold, Reginald Clark, Myrnairis Cepeda, Andrew Forman, Thomas Gilbert, Robert Park, Gene Smith and the Boston Center for Independent Living.
2. **Americans with Disabilities Act (“ADA”):** Americans with Disability Act of 1990, 42 U.S.C. §12101, as amended in 2008.
3. **Boston Center for Independent Living (“BCIL”):** The BCIL is the organizational plaintiff in the Original Settlement Agreement (amended in 2018).
4. **BCIL Board of Directors:** The executive board of the Boston Center for Independent Living.
5. **Bus Operations:** Encompasses the daily planning, scheduling, dispatching, and delivery of all fixed-route bus service across the MBTA service area.
6. **Capital Investment Plan (“CIP”):** A financially constrained investment program that funds the planning, construction, and capital maintenance of assets across the MBTA.
7. **Complaints:** Accessibility-related customer complaints made to the MBTA. Complaints are handled by the MBTA’s in-house complaint system, which is responsible for receiving and providing prompt responses and, where complaints are found to be valid, effective remedies for people with disabilities who do not receive adequate service.
8. **Cultural Shift:** The shift within the MBTA, resulting from the 2006 Original Settlement Agreement, from treating access as an afterthought, to prioritizing accessibility as a foundational requirement.
9. **Department of System-Wide Accessibility (“SWA”):** Department that oversees the accessibility of all riders-facing programs and services at the MBTA, with the exception of paratransit.
10. **Elevators:** In transit facilities, elevators provide vertical access between station levels, enabling riders, including those with mobility devices, strollers, or luggage, to move safely and independently throughout the system.
11. **Emergency Preparedness:** Policies and ongoing trainings related to assisting people with disabilities and older adults during emergencies, and evacuations.

12. **Executive Board:** The Executive Board of the Riders Transportation Access Group (“RTAG”).
13. **Federal Transit Administration (“FTA”):** The Federal Transit Administration (FTA) is the U.S. Department of Transportation agency responsible for supporting, funding, and overseeing public transportation systems nationwide.
14. **Independent Monitor:** The Honorable Patrick J. King. (Ret.) was appointed by the U.S. District Court for the District of Massachusetts in February 2007 as the Independent Monitor to assess compliance with the Original Settlement Agreement.
15. **Internal Monitoring:** The Internal Access Monitoring Program (“IAMP”) which was created by System-Wide Accessibility to ensure that the MBTA is continually meeting the standards of accessible service. Monitoring consists of teams of people, both with and without disabilities, riding buses, trains, and ferries and providing feedback on their experience.
16. **Maintenance:** The ongoing care and upkeep of all equipment, machinery, and infrastructure essential for accessibility, including routine inspections, servicing, repairs, reconstruction, and restoration.
17. **Marketing:** The activities undertaken to promote all the MBTA’s existing accessibility services. This includes campaigns to encourage greater use of the fixed route system by people with disabilities.
18. **Massachusetts Architectural Access Board (“MAAB”):** A regulatory agency within the Massachusetts Division of Occupational Licensure. It develops and enforces regulations designed to make public buildings accessible to, functional for, and safe for use by people with disabilities.
19. **Memorandum Of Understanding (“MOU”):** A document that expresses mutual intent between two or more parties to collaborate on a project or venture, outlining shared goals, roles, and expectations. There is a formal MOU between RTAG and the MBTA.
20. **Municipal Communication and Coordination Plan:** Coordination plan responsible for providing biannual status updates on accessibility commitments between the MBTA and municipalities to ensure residents and riders have safe access to MBTA stations, bus stops, and other facilities in their jurisdiction. This includes snow removal, construction coordination, bus-stop blockage enforcement and other measures that support accessible transit.
21. **Original Named Plaintiffs:** The 11 individual named class representatives in the Class Action filed against the MBTA are: 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 the one organizational plaintiff is the Boston Center for Independent Living.

22. **Original Settlement Agreement:** On July 25, 2002, the plaintiffs brought a civil action, *Daniels-Finegold et al. v. MBTA* C.A. No. 02 CV 11504 MEL for declaratory and injunctive relief against the MBTA. On February 17, 2004, the Court certified the plaintiffs' proposed class in the lawsuit. On June 15, 2006, the Court entered an Order for Final Judgment approving the Original Settlement Agreement. The Named Plaintiffs and the MBTA amended the Original Settlement Agreement in 2018, following an agreement that the MBTA had satisfied a substantial number of the obligations in the Original Settlement Agreement, and that more actions needed to be taken to satisfy some obligations, and the objectives of the agreement were best achieved by modifying other obligations. As used herein, "Original Settlement Agreement" refers to the 2006 agreement as amended by the 2018 agreement.
23. **Plain Language:** Writing using clear and straightforward language that is designed to ensure the reader understands quickly and easily. Typically, written at an eighth-grade reading level, or below, where reasonably possible.
24. **Platform Gaps:** The space between a train car and the edge of the station platform. Gaps can be horizontal, vertical or both.
25. **Reporting:** Available, official documents providing quantitative and qualitative data, information, and/or updates, relevant to accessibility, delivered by System-Wide Accessibility ("SWA").
26. **Riders' Transportation Access Group ("RTAG"):** A community-based advocacy group that advises the MBTA on transportation matters impacting people with disabilities and older adults.
27. **Stop Announcements:** Audible and visual announcements made along a bus, subway, Commuter Rail, or ferry route that informs riders of the upcoming stop.
28. **Third-Party Bus Contractors:** Private companies hired by the Massachusetts Bay Transportation Authority ("MBTA") to operate certain bus services on its behalf as necessary, such as during service diversions, construction projects or periods of high demand.
29. **Tier I & Tier II Locations:** Categorization method used by the MBTA to designate a location's minimum staffing coverage standards. Tier I locations have minimum staffing coverage of 6:00 am to 12:00 am Mondays to Saturdays, and 7:00 am – 12:00 am on Sundays. A minimum of 50% of Tier II locations, are staffed with a minimum staffing coverage of 7:00 am to 7:00 pm.

Signature Page (Note: completed signatures on file with System-Wide Accessibility)

IN WITNESS WHEREOF, the MBTA and BCIL have caused this Agreement to be executed on their behalf by their duly authorized officers or representatives as of December 10, 2025:

FOR THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Phillip Eng, General Manager and CEO

Date: _____

FOR THE BOSTON CENTER FOR INDEPENDENT LIVING

William H. Henning, Executive Director

Date: _____

The undersigned Active Named Plaintiffs hereby acknowledge and agree that they are not parties to this Agreement between BCIL and the MBTA. They affirm that their execution of this Agreement constitutes acknowledgment that their role in connection with the matters addressed herein is changing. Under this Agreement, the Active Named Plaintiffs agree to transfer ongoing monitoring responsibilities from Judge King and Greater Boston Legal Services (“GBLS”) to the Boston Center for Independent Living (“BCIL”), with continued monitoring conducted by the Riders’ Transportation Access Group (“RTAG”). Notwithstanding this change, the Active Named plaintiffs will remain actively involved in RTAG to support continued progress and eventual full compliance with all terms in this Agreement.

FOR PLAINTIFFS:

Joanne Daniels-Finegold
Plaintiff

Myrnairis Cepeda
Plaintiff

Reginald Clark
Plaintiff

Thomas Gilbert
Plaintiff

Andrew Forman
Plaintiff

Robert Park
Plaintiff

Gene Smith
Plaintiff

Boston Center for Independent Living
Plaintiff
By William H. Henning, Executive Director

APPROVED AS TO FORM AND CONTENT:

Taramattie Doucette
Greater Boston Legal Services
Attorney for Plaintiffs

Majda Abbas
Gary Klein
Greater Boston Legal Services
Attorneys for Plaintiffs

Mark Katzoff
Seyfarth Shaw LLP
Attorney for Plaintiffs

FOR MBTA:

APPROVED AS TO FORM AND CONTENT:

Laura Brelsford
Massachusetts Bay Transportation Authority
Assistant General Manager
Department of System-Wide Accessibility

John Martin
Massachusetts Bay Transportation Authority
Chief Legal Counsel

DATE: _____