



**VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES**  
**WORKSHOP MEETING AGENDA**

**MEETING DATE:** February 28, 2023

**AGENDA ITEM SECTION:** Discussion

**AGENDA ITEM NO. :** 1

**AGENDA ITEM:**

MTA Radio Equipment Update – Chief of Police

**ITEM BACKUP DOCUMENTATION:**

1. Memorandum & attachments dated February 22, 2023 from Manuel R. Guevara/Chief of Police to Mayor Vincent Rossillo, the Board of Trustees, Richard Leins/Interim Village Administrator and Jeff Chuhta/Village Treasurer
2. Quotations for equipment
3. Draft agreement between the MTA and the Village of Dobbs Ferry



**POLICE DEPARTMENT  
VILLAGE OF DOBBS FERRY**

112 Main Street • Dobbs Ferry, New York 10522  
Telephone (914) 693-5500 • Fax (914) 693-2040



**MANUEL R. GUEVARA**  
*Chief of Police*

To: Mayor Vincent Rossillo and Board of Trustees  
Richard Leins, Interim Village Administrator  
Jeff Chuhta, Village Treasurer

From: Manuel R. Guevara, Chief of Police

Subject: Shared Service Radio Project

Date: February 22, 2023

For some history, the Dobbs Ferry Police Department has historically owned its own radio system. This system is used to communicate across the village by members of the department from within Headquarters, from the patrol cars or from the individual officer's portables.

This radio system is composed of two repeaters, one located above 112 Main Street and one on top of the water tower, located on the grounds of Children's Village. Additionally, two receivers complete the system, one on the roof of Cabrini Nursing Home, and one on a telephone pole at the intersection of Northfield and Sandrock Avenue.

The final piece of this radio system was the connection of telephone copper wires to all four of the above points. Unfortunately, over the past few years Verizon began to eliminate copper wire from their infrastructure. The impending loss of this copper wire signaled the end of our radio system as it relied on it to function.

With this knowledge, the police department began to explore the costs of an updated and upgraded radio system. Partnering with ESS out of Elmsford, they began to look at our current radio set-up and how to upgrade it. ESS has experience as they had worked on radio systems for the Town of Greenburgh PD and Yonkers PD.

Initial cost estimates were around \$400,000 to set-up and build out the system; which included the costs of portable radios and in-car mobile units.

Unfortunately, COVID-19 slowed the process down and it was not until October 26, 2021 that an initial purchase of new Motorola radios was made in anticipation of a new radio system. During this time, Motorola continued to work on the logistics of a new system.

During the summer of 2022, the Dobbs Ferry Police Department's radio system began to fail and after asking other agencies for advice, I learned that numerous agencies in Westchester County had already or were about to, partner with the MTA Police Department and their radio system.

Since September of 2022, we have been loaned about 20 portable radio units from the MTA police and have been using them as our main means of communication for dispatch purposes.

In December of 2022, I received a proposal from Motorola on the costs of creating a radio system for the Dobbs Ferry Police Department. Their final cost is \$699,030.00, not including the costs incurred when the portables were purchased in October of 2021.

Understanding that the idea of shared services is an important and vital part for planning in the Village of Dobbs Ferry I am now recommending to the Board of Trustees that at this point in time I believe partnering with the MTA Police Department is a more prudent and fiscally responsible move.

Currently, in Westchester County, agencies such as Eastchester PD, Tuckahoe PD, and Bronxville PD have already partnered with the MTA Police and are using their radio system. Scarsdale PD, Rye PD, Rye Brook PD, and Port Chester PD are in the process of switching over to the MTA PD radio system.

The total costs for the Dobbs Ferry Police Department to switch over to the MTA PD system is as follows:

Zetron Radio consoles (two identical consoles within HQ) - \$52,826.97

XL-200P Harris Portable and Mobile Radios (along with associated equipment) - \$224,843.91

Total Costs: \$277,670.88.00

I believe this is the current best move for our police department. The coverage map of the MTA radio system is unheard of. With our old system, I personally lose radio reception about 10 miles out of Westchester County. This MTA system enables a user to communicate directly with an end user states away.

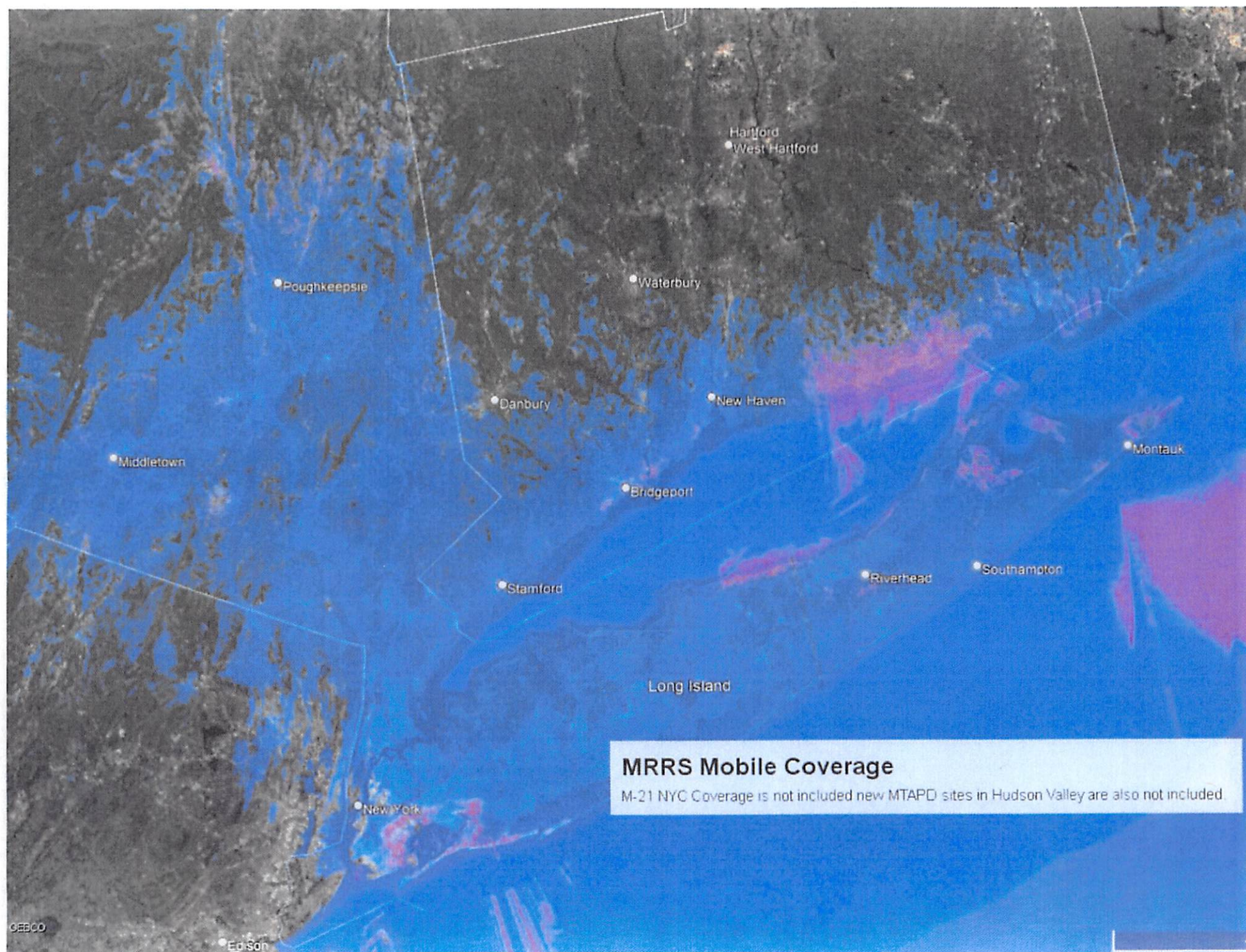
Additionally, outside of the hardware which we will need to purchase, there is no other hardware that we need to maintain to make this system work. The MTA system runs on their current network.

There will be annual operating costs per portable and mobile radio which will be accounted for within the fiscal budget.

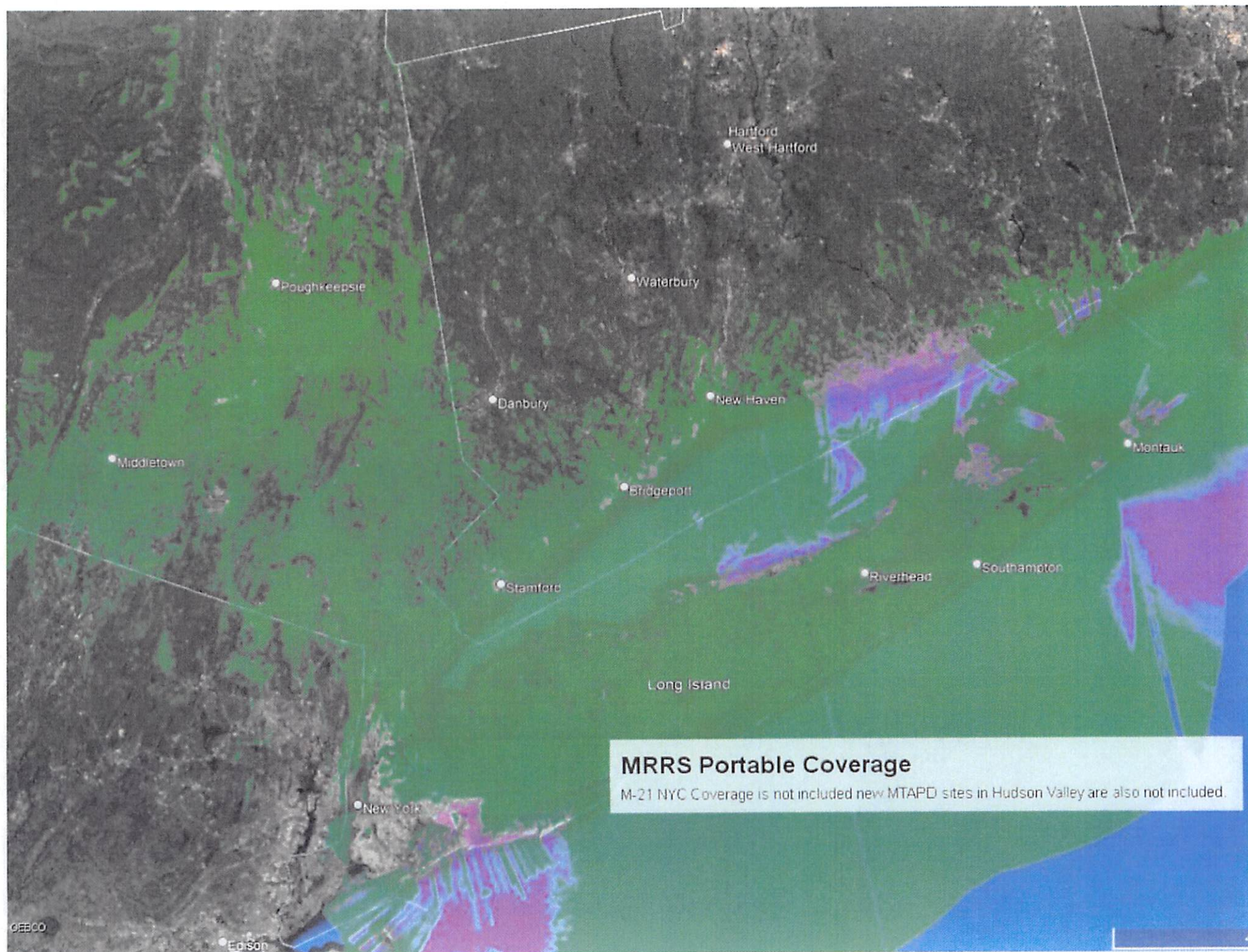
There is also an IMA which will need to be reviewed and signed off on.

I believe this radio system, while not perfect, is our best option at this point as we potentially await Westchester County to finally come up with a county-wide multi-agency police radio system similar to what Rockland and Orange Counties have already.









Zetron Inc  
6812 185th Ave, NE  
REDMOND WA 98052  
USA

PO Box 97004  
REDMOND WA 98073-9704  
USA

Phone: +1 425 820 6363

**Customer # :** 80457  
**Sold to Name** MTA POLICE DEPARTMENT  
**Sold to Address** 3301 Northern Blvd  
LONG ISLAND CITY NY 1110

**Contact Name**  
**Contact Phone**  
**Contact Fax**  
**Contact Email**

**Quote Number** 20049855  
**Quote Date** 02/15/2023  
**Quote Expires** 03/17/2023  
**End User**  
**End User Site**  
**System ID** Z-080457-AA-213786  
**Sales Person** Li Zhu  
**Price Sheet** ACOM - Advanced Comm  
**Price List** NY\_68728

Quotation as per NY State Public Safety Communications Equip and Svcs Contract PT 68728. Quote for two (2) remote full featured ACOM Dispatch Console positions, Zetron factory configuration, remote support services. On-site Installation will be provided by local authorized subcontractor.

Line	Part Number	Description	List Price	Disc. %	Net Price	Quantity	Ext. List	Ext. Net
<b>Console Position Hardware</b>								
<b>This BOM contains Sub-Item: 20 to 90</b>								
20	905-0540	ACOM Basic Workstation Accessories Kit Does not include Cable manager	7,243.50	10%	6,519.15	2 EA	14,487.00	13,038.30
30	950-1243	Console Cable Manager Assembly Basic Acom Console kit doesn't include Cable Manager. Order one per console.	67.00	10%	60.30	2 EA	134.00	120.60
40	905-0541	ACOM Workstation Speaker Expansion Kit	1,625.00	10%	1,462.50	2 EA	3,250.00	2,925.00
50	901-9730	Desktop Microphone, with 15' RJ45 to RJ45 Cable	521.00	10%	468.90	2 EA	1,042.00	937.80
60	950-9102	Footswitch, Single with 10' cable	139.00	10%	125.10	2 EA	278.00	250.20
70	802-0115	Headset Top, Noise Cancelling	127.00	10%	114.30	6 EA	762.00	685.80
80	802-0116	Headset Base, 6-Wire, w/PTT	425.00	10%	382.50	2 EA	850.00	765.00
90	802-2311	23" Widescreen LCD Monitor	309.00	10%	278.10	2 EA	618.00	556.20
<b>Console Position Licenses</b>								
<b>This BOM contains Sub-Item: 110 to 120</b>								
110	930-0286	Console Pro License This license is based upon Basic Console Kit counts	6,760.00	10%	6,084.00	2 EA	13,520.00	12,168.00
120	930-0288	Console Feature- Mobility	2,184.00	10%	1,965.60	2 EA	4,368.00	3,931.20
<b>Service Plans</b>								
<b>This BOM contains Sub-Item: 140</b>								
140	X63-1284-1	Gold Service Plan (1 Year), Onsite Rapid Response 17% of System List Price for a 12 month period. Initial purchase must be a minimum of 12 months.	6,809.86	10%	6,128.87	1 YR	6,809.86	6,128.87



Line	Part Number	Description	List Price	Disc. %	Net Price	Quantity	Ext. List	Ext. Net
		<b>Miscellaneous</b>						
		<b>This BOM contains Sub-Item: 160 to 190</b>						
160	802-5086	COMPUTER,DELL OPTIPLEX XE4 SFF	2,600.00	10%	2,340.00	2 EA	5,200.00	4,680.00
170	X99-M0284	Project Management/Engineer - Project/ Program Manager, hourly rate	200.00	0%	200.00	16 EA	3,200.00	3,200.00
180	X99-M0284	Installation – Subcontractor Technician, Hourly (Subcontract Labor) 16 x Hours	175.00	0%	175.00	16 EA	2,800.00	2,800.00
190	X99-M0284	Subcontractor Markup, 20% Labor	640.00	0%	640.00	1 EA	640.00	640.00

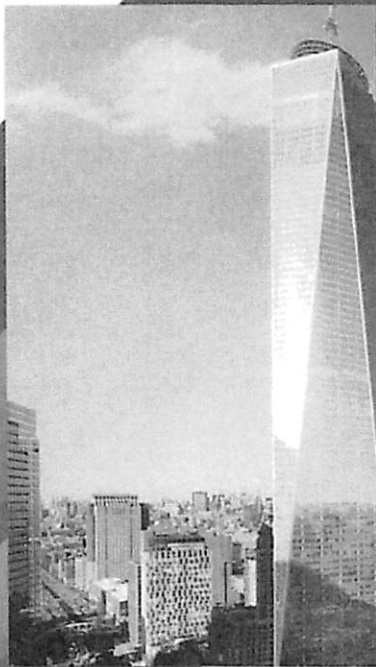
Ext. List total USD 57,958.86

Ext. Net Total USD 52,826.97

Shipping not included

# CELL GAIN

**Dobbs Ferry**  
**OGS Contract for Public Safety Communications, Group**  
**77200, Award #23141 RFQ, February 13<sup>th</sup>, 2023**



[www.cellgain.com](http://www.cellgain.com) | [info@cellgain.com](mailto:info@cellgain.com) | 732.889.4671



**Revision History**

Revision #	Author	Date	Major Changes
1.0	D. Kho	02/08/2023	
1.1	D.Kho	02/12/2023	Removed desktop mobile and antenna install

**1 PROPOSAL HIGHLIGHTS**

1. This proposal furnishes radios configured to be used on the MTA MRRS Radio system.
2. All pricing was derived from the negotiated contract pricing BoM.
3. The MTAPD Radio shop will perform the programming of radios
4. Monthly subscriptions for AT&T FirstNet are not included. Cellgain will install SIM cards and provide a file containing s/n, IMEI, and ISSID for each radio.
5. Proposal valid for (60) Days
6. Payment Net-30

**2 BACKGROUND**

Cellgain Wireless proposes to Dobbs Ferry for Harris radio equipment for the MTA MRRS system.

Cellgain was awarded a contract to provide L3Harris radio equipment to the MTA MRSS radio system and other agencies electing to use the MRSS network.

**3 MINORITY BUSINESS ENTERPRISE (MBE) CERTIFICATIONS**

CellGain Wireless is a certified Minority Business Enterprise (MBE) for the following entities: Port

Authority of NY & NJ, New York State, and New York City. Certificates are attached to this proposal.

**4 PRICING SUMMARY**

XL-Radio Qty					
	XL-200P	XL-200M	XL-185M	XL-45P	Total
Dobbs Ferry	34	1	0	0	35
\$ Amount with Accessories, Labor					
	XL-200P	XL-200M	XL-185M	XL-45P	Total
Labor			\$0.00		\$0.00
Equipment	\$213,641.50	\$11,202.41	\$0.00	\$0.00	\$224,843.91
				<b>Total</b>	<b>\$224,843.91</b>

## XL-200P Multi-Band Portable Radios

Item	Description	Qty	Unit List	Ext. List	Unit Sale	Ext Sale Price
1	Portable Radio Multiband - Full Keypad, Dual Display VHF (XL-200P with Band 14 LTE)	34	\$ 4,030.00	\$ 137,020.00	\$ 2,418.00	\$ 82,212.00
2	UHF Option	34	\$ 500.00	\$ 17,000.00	\$ 300.00	\$ 10,200.00
3	700/800 Option	34	\$ 500.00	\$ 17,000.00	\$ 300.00	\$ 10,200.00
5	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	34	\$ 265.00	\$ 9,010.00	\$ 159.00	\$ 5,406.00
6	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	34	\$ 595.00	\$ 20,230.00	\$ 357.00	\$ 12,138.00
7	P25 - Ph II, TDMA Trunking Operation	34	\$ 250.00	\$ 8,500.00	\$ 150.00	\$ 5,100.00
8	FEATURE,256-AES,64-DES ENCRYPTION	34	\$ 695.00	\$ 23,630.00	\$ 417.00	\$ 14,178.00
9	FEATURE,LINK LAYER AUTHENTICATION	34	\$ 100.00	\$ 3,400.00	\$ 60.00	\$ 2,040.00
10	FEATURE PACKAGE,P25 DATA	34	\$ 330.00	\$ 11,220.00	\$ 198.00	\$ 6,732.00
11	P25 - Ph I, FDMA Trunking Operation	34	\$ 1,500.00	\$ 51,000.00	\$ 900.00	\$ 30,600.00
12	FEATURE, IN-BAND GPS	34	\$ 250.00	\$ 8,500.00	\$ 219.21	\$ 7,453.14
13	BATTERY,LI-ION,HI-CAPACITY,5000MAH	40	\$ 205.00	\$ 8,200.00	\$ 123.00	\$ 4,920.00
14	ANTENNA,FLEX,HELICAL,136-870 MHZ	34	\$ 110.00	\$ 3,740.00	\$ 66.00	\$ 2,244.00
15	SPEAKER MIC, REVO NC2, C1D2	34	\$ 195.00	\$ 6,630.00	\$ 117.00	\$ 3,978.00
16	XL-200P Belt Clips, XL-HC3L	34	\$ 25.62	\$ 871.08	\$ 22.30	\$ 758.20
17	Feature, ADP Encryption Lite	34	\$ 0.01	\$ 0.34	\$ 0.01	\$ 0.34
18	APP, BEON XL RADIO FAMILY	34	\$ 335.00	\$ 11,390.00	\$ 246.23	\$ 8,371.82
19	Device Management License (1yr Subscription)	34	\$ 60.00	\$ 2,040.00	\$ 60.00	\$ 2,040.00
20	CHARGER,1-BAY	7	\$ 170.00	\$ 1,190.00	\$ 102.00	\$ 714.00
21	L3Harris 6 bay charger.	6	\$ 990.00	\$ 5,940.00	\$ 540.00	\$ 3,240.00
22	Wall mounting kit for 6-bay charger	6	\$ 248.00	\$ 1,488.00	\$ 186.00	\$ 1,116.00
23	Property Engraving	0	\$ 33.00	\$ -	\$ 33.00	\$ -
Total =				\$347,999	Total =	\$213,641.50

XL-200M Multi-Band Mobile Radios for Vehicles with LTE						
Item	Description	QTY	Unit List	Ext. List	Unit Sale	Ext Sale Price
1	MOBILE, XL-200M, MULTIBAND, with LTE	1	\$ 5,295.00	\$ 5,295.00	\$ 3,547.65	\$ 3,547.65
3	FEATURE, VHF BAND	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
4	FEATURE, UHF BAND	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
5	FEATURE, 700/800 MHZ BAND	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
6	FEATURE, PHASE 2 TDMA	1	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00
7	FEATURE P25 OTAP PROFILE	1	\$ 265.00	\$ 265.00	\$ 159.00	\$ 159.00
8	FEATURE, OTAR	1	\$ 595.00	\$ 595.00	\$ 357.00	\$ 357.00
9	FEATURE PACKAGE, P25 DATA	1	\$ 330.00	\$ 330.00	\$ 198.00	\$ 198.00
10	FEATURE, LINK LAYER AUTHENTICATION	1	\$ 100.00	\$ 100.00	\$ 60.00	\$ 60.00
11	FEATURE, 256-AES, 64-DES ENCRYPTION	1	\$ 695.00	\$ 695.00	\$ 417.00	\$ 417.00
12	FEATURE PACKAGE, P25 TRUNKING	1	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00
13	FEATURE, IN-BAND GPS	1	\$ 250.00	\$ 250.00	\$ 219.21	\$ 219.21
14	Feature, ADP Encryption Lite	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
15	KIT, MOUNTING XL-MOBILE UNIVERSAL	1	\$ 600.00	\$ 600.00	\$ 402.00	\$ 402.00
16	MICROPHONE, XL, STANDARD MOBILE	1	\$ 105.00	\$ 105.00	\$ 70.35	\$ 70.35
17	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	1	\$ 250.00	\$ 250.00	\$ 167.50	\$ 167.50
18	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	1	\$ 80.00	\$ 80.00	\$ 53.60	\$ 53.60
19	ANTENNA, LTE-WIFI-GPS, LOW-PROFILE, BLK	1	\$ 500.00	\$ 500.00	\$ 335.00	\$ 335.00
20	ANTENNA, GPS, MAGNETIC MOUNT	1	\$ 160.00	\$ 160.00	\$ 107.20	\$ 107.20
21	SPEAKER, EXTERNAL, MOBILE	1	\$ 282.00	\$ 282.00	\$ 188.94	\$ 188.94
22	CONTROL UNIT, XL-CH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,087.50	\$ 1,087.50
23	Havis Harris Radio Faceplate (C-EB30-HXL-1P)	1	\$ 26.22	\$ 26.22	\$ 26.22	\$ 26.22
24	APP, BEON XL RADIO FAMILY	1	\$ 335.00	\$ 335.00	\$ 246.23	\$ 246.23
25	Device Management License (1yr Subscription)	1	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
26	Labor - Vehicle Installation (Per Day)	1	-	-	\$ 1,550.00	\$ 1,550.00
			Total =	\$14,618.23	Total =	\$ 11,202.41

Installation of equipment is an estimate based on previous installations.

The pricing above is a discount over the L3Harris Technologies contract #042021-L3H from Sourcewell.

## 5 CONTACT INFORMATION

For further information, you may contact

David Kho, [dkho@cellgain.com](mailto:dkho@cellgain.com), (732) 213-4109





METROPOLITAN REGIONAL RADIO SYSTEM (MRRS)  
SYSTEM ACCESS AGREEMENT



BETWEEN:

METROPOLITAN TRANSPORTATION AUTHORITY,  
As represented by the MTA Police Department  
("MTAPD")

-and-

VILLAGE OF DOBBS FERRY  
As represented by the First Responder Agency  
("Dobbs Ferry Police")

**WHEREAS:**

- A. The MTA has purchased and constructed a land mobile radio system, the Metropolitan Regional Radio System ("MRRS"), for the purposes of supporting the MTAPD and partner public safety and public service agencies. MRRS is owned and operated by the MTAPD and is to be used by the First Responder only for the purposes of supporting public safety.
- B. The MRRS is operating as a P25, Phase II, TDMA, 8 Zone, 5-Channel 700 MHz trunked radio system with wide area mobile coverage throughout the MTA Service Area of downstate NY and is interconnected to the NYSP Metro-21 System providing coverage in New York City (on-Street only).
- C. MRRS usage is governed by the MRRS Governance Council. The Council consists of the Core MRRS participating agencies, the MTAPD Chairs and includes the New York State Police (NYSP) and NYS Department of Homeland Security and Emergency Services (DHSES). MRRS Governance Council has the authority to approve, publish and amend policies and procedures that ensure the inter-operability and effectiveness of MRRS for all MRRS users.
- D. The MTAPD and the First Responder (each, a "Party" and collectively, the "Parties") wish to enter into this MRRS Access Agreement (the "Agreement") for the MTAPD to provide the First Responder with access to MRRS for the purpose of public safety communications.
- E. The First Responder will be guided by the MRRS Agency Handbook – A Policies and Procedures document defining the use of the MRRS.
- F. First Responder categories are those designated as Public Safety and Public Service agencies designated by a governmental agency (Federal, State or Local) to provide direct services to the general public, agency examples are:
  - Public Safety:
    - Law Enforcement
    - Fire Services
    - Emergency Medical Services
    - Emergency Management Agencies



## METROPOLITAN REGIONAL RADIO SYSTEM (MRRS) SYSTEM ACCESS AGREEMENT



- Public Service:
  - Public Transportation
  - Public Works and Highway Departments
  - Agency Security Operations (Non-Contracted)

NOW THEREFORE in consideration of the mutual promises and respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are irrevocably acknowledged, the Parties agree as follows:

### I. All Agencies System Access

1. The MTAPD shall provide the First Responder with **(Level II Full System User)** access to MRRS. The First Responder will be provided access to MRRS for a period of fifteen (15) years beginning on September 2, 2022 and ending on September 2, 2037 (the "Term") unless terminated earlier in accordance with this Agreement.

### II. System Agency Levels

1. The MTAPD has established a tiered approach to identify agency partners, the tiers provide all of the common access to the users, except this identifies the responsibilities of each according to their capabilities to manage the technical aspects of the use of the MRRS.
  - i. **Level I - Trusted Full System Agency**
    1. Is an full system access agency with a dedicated agency radio technical staff, capable of programming, software/firmware and encryption key loading
  - ii. **Level II - Full System Agency**
    1. Is a full system access agency that does not have a dedicated radio technical staff and require the MTAPD Technical Service Unit to provide the programming, software/firmware an encryption Key loading.
  - iii. **Level III - Interoperability Agency**
    1. Is a Trusted Full System Agency which owns and manages its own radio system, either a "Foreign" or L3Harris non-system and coordinates through the use of the Inter-Sub-System Interface (ISSI).

### III. Technical Specifications and Limitation of Liability

1. The First Responder acknowledges that the MTAPD has made every attempt to provide MRRS on the basis of the technical specifications set out in the MRRS Statement of Requirements and Contract with L3Harris Corporation for the Design, Build, Operate, and Maintain the MRRS system.

The MRRS technical specifications are available for review, by First Responder Agency, but MRRS is provided on an "as is" basis and the MTAPD shall not be responsible for any variations in quality, service, or availability of MRRS nor for any damages arising from the First Responder's use of MRRS. The MTAPD may amend the Technical Specifications at any time with prior notice to the First Responder.



## METROPOLITAN REGIONAL RADIO SYSTEM (MRRS) SYSTEM ACCESS AGREEMENT



### IV. MRRS System Access Fees and Waiver of Fees

1. System Access Fees
  - i. The MTAPD has established a fee structure for First Responder agencies to utilize the MRRS.
    1. Initial Fee: \$500.00      One-Time fee for User Set-up on MRRS
    2. Annual Fee \$ 65.00      Annual Fee per Unit registered on the MRRS
2. Fee Waiver
  - i. May issue a waiver of these fees to any agency which provides infrastructure access to the MRRS with no recurring fee.
  - ii. Will issue a waiver of these fees to an MTA or NYS State or Local Agency.
3. Fees are WAIVED for the Dobbs Ferry Police.

### V. Level I – Trusted Full System User

1. The MTA shall be the sole designator of a Trusted System User. The Trusted System User agency shall provide the following:
  - i. Provide for an internal radio support group capable of:
    1. Maintaining the agencies fleet of radio equipment
    2. Facilities and equipment to program radio equipment
    3. Annual upgrade of radio programming software
    4. Security of programming hardware, software, firmware, programs (code plug) and encryption keys
    5. Initial user information and periodic updates to reflect changes in agency users to the MTAPD Technical Services Unit
  - ii. Update all software and encryption on all radio equipment used on the MRRS, per the MTAPD system annual update cycle
2. The Trusted Full System User may opt to connect dispatch Consoles directly to the MRRS. Connecting Agencies will;
  - i. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnect to the MRRS Network Switching Center (NSC). Such interconnection shall be consistent with the security and functional operations of the MRRS.
  - ii. Provide for a direct connection between the Trusted Full System User and the MRRS NSC, based on L3Harris backhaul technical specifications
  - iii. Provide for System Router Port connection at the MTAPD NSC.
  - iv. Provide for Software Update Services. Which Services shall provide periodic software updates, consistent with MTAPD updates to ensure cybersecurity requirements of the MRRS. Such Periodic Updates as directed by the MTAPD are required to be met in a timely manner
  - v. Provide for the Maintenance, Repair and Operations of the dispatch Consoles.
3. The Trusted Full System User may opt to connect dispatch Console(s) to the MRRS, (such) connecting agencies will;
  - i. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnect to the MRRS. Any equipment purchased shall be Consistent with security and functional operations of the MRRS.
  - ii. Provide for an Antenna System to include, but not limited to, antenna combiners and/or multicouplers, cabling, antenna hardware, antenna, tower top amplifiers, lightning protectors, installation and testing at no cost to the





## METROPOLITAN REGIONAL RADIO SYSTEM (MRRS) SYSTEM ACCESS AGREEMENT



- MTAPD.
- iii. Provide for internal interconnect from the Consolette to any agency voice logger recorders
- iv. Provide for the programming and loading of current MRRS encryption key to the Consolette.
- v. Provide for all programming per section V.1.i
- vi. Provide for the Maintenance, Repair and Operations of the dispatch Consolette.
- vii. Provide for the Maintenance, Repair and Operations of the Antenna System.
- viii. Provide for Annual Software Updates consistent with MRRS updates.

### VI. Level II – Agency System User

1. The MTA shall designate an Agency System User when the agency has no internal radio support group and requires all radio programming and related support
  - i. Agency System User will
    1. Use only the MTAPD Technical Services Unit or L3Harris for programming of the agencies radio equipment used on the MRRS
    2. Will NOT use a third party contractor, unless authorized by the MTAPD for any programming to include, but not limited to:
      - a. Software Upgrades
      - b. Firmware Upgrades
      - c. Programming (Code Plugs) Updates
      - d. Encryption Key Loading
    3. Be responsible for all radio maintenance and repair
    4. Provide the MTAPD Technical Services Unit with Initial user information and periodic updates to reflect changes in agency users
2. The Agency System User may opt to connect dispatch Consoles to the MRRS. Connecting Agencies will;
  - i. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnection to the MRRS Network Switching Center (NSC). Consistent with the security and functional operations on the MRRS.
  - ii. Provide for a direct connection between the Agency System User, based on L3Harris backhaul technical specifications
  - iii. Provide for System Router Port connection at the MTAPD NSC.
  - iv. Provide for Software Update Services which provide periodic software updates, consistent with the MTAPD updates to ensure cybersecurity requirements of the MRRS, directed by the MTAIT Cybersecurity group are met.
  - v. Provide for the Maintenance, Repair and Operations of the dispatch Consoles.
3. The Agency System User may choose to connect dispatch radio Consolette(s) to the MRRS, such connecting agencies will at no cost to the MTAPD:
  - i. Coordinate with L3Harris and the MTAPD on the specifications, purchase and interconnection to the MRRS Network Switching Center (NSC). Such Interconnection and equipment shall be Consistent with the security and functional operations on the MRRS.
  - ii. Provide for Antenna System to include, but not limited to, antenna combiners, cabling, antenna hardware, antenna, tower top amplifiers, lightning protectors, installation and testing.



## METROPOLITAN REGIONAL RADIO SYSTEM (MRRS) SYSTEM ACCESS AGREEMENT



- iii. Provide for internal interconnect from the Console(s) to any agency voice logger recorders.
- iv. Provide for the programming and loading of the current MRRS encryption key to the Console(s).
- v. Provide for all programming per section IV.1.i.
- vi. Provide for the Maintenance, Repair and Operations of the dispatch Console.
- vii. Provide for the Maintenance, Repair and Operations of the Antenna System.
- viii. Provide for Annual Software Updates as required by MTAPD

### VII. Level III - Interoperability Agency - Inter-Sub-System Interface (ISSI)

1. The MTA shall provide the MTA interface for an ISSI for First Responders of non-Harris P25 Phase II "Foreign" systems (Also includes L3Harris P25 Phase II System Release other than SR10A4).
2. First Responder must provide the ISSI on their "Foreign" system at no cost to the MTA
3. First Responder must provide any and all interconnect circuits and maintain any and all circuits and associated costs
4. First Responder must have a compliant software version to interconnect to MRRS as approved by the MRRS Governing Council and L3Harris.
5. First Responder System must be operating Phase II TDMA.
6. First Responder(s) and MTAPD will develop a technical/operations working group who will develop the following as regards each individual First Responder group:
  - i. Define the quantity of users who will access ISSI
  - ii. Define Radio IDs of users who will access ISSI
  - iii. Define and de-conflict IP Address schemes of Systems and User equipment
  - iv. Define and agree to Rules regarding the Use of the ISSI
  - v. Define Foreign System Site Adjacency information for loading into foreign system and MRRS CORE.
  - vi. Agree to use AES 256 Encryption only.
  - vii. Define and agree to P25 ISSI Standards and Functionality to be included in system
7. First Responder and MTAPD will identify key personnel that will be primary leads on this task, and
  - i. All parties will agree on the P25 ISSI standards to be tested and utilized, and
  - ii. Both vendors will provide to First Responder and MTAPD a single list of agreed standards to include:
    - a. Technical name, and
    - b. Explanation what services are provided, and
    - c. Reference to the standard and functional requirements.
8. All parties will agree to a common nomenclature for purposes of implementing the ISSI, and
9. First Responder and MTAPD vendors will provide a single unified Test Plan which shall provide for (at a high level),
  - i. Automatic Roaming of users to Home System while traversing or within a Foreign System,
  - ii. Authenticate and authorize those roaming from system to system and



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- those other regional partners,
- iii. AES Encryption Voice Traffic will be maintained, and
- iv. Demonstrate and provide the functionality of alias sharing between systems
- v. Demonstrate Emergency Call and Clearing, and
- (i) Additionally, vendors of the First Responder's hardware and software equipment will acknowledge and agree to:
  - (i) Work collaboratively to provide the standards and expected results,
  - (ii) Agree to work at the lab level to address configuration issues,
  - (iii) Provide for a unified Final Report of the processes to configure the ISSI, and
  - (iv) Provide for a coordinated Final Acceptance Test
- (j) First Responder and MTA will agree that this Task will become a model for the successful integration of the ISSI and provide for all documentation requested by the partners that will be shared by the First Responder and MTAPD as well as our partners at the US Department of Homeland Security, CISA-Office of Emergency Communications and the Federal Partnership for Interoperable Communications.

### VIII. Talk Group Assignment and MRRS Coverage Class and Queuing

1. Programming of Talk Group Assignments: All Agencies may be assigned the following based on First Responder categories.
  - i. Public Safety
    1. Primary Dispatch
    2. Secure Dispatch (Encrypted)
    3. Tactical
  - ii. Public Service
    1. Primary Dispatch
    2. Tactical
  - iii. County-wide, City-wide or Town-wide
    1. XX-Wide Talk Group
2. Assignment to MRRS Coverage Class is governed by the Governance Council and requires concurrence by the NYSP for access to the Metro-21 system (Region 621) which provides for on-street coverage in NYC.
  - i. (1) System wide-All Regions, All Sites, All PSAPS
  - ii. (2) All Regions – All Sites
  - iii. (3) All Regions – All PSAPS
  - iv. (7) P25 Sites – PSAPS
  - v. (8) Region 622M
  - vi. (9) Region 621
  - vii. (10) No Coverage
3. Programming of Agency Queuing Priority is provided to each talk group based on priority use of the MRRS, with Law Enforcement ranking a “6” and Public Works ranking a “4”.
  - i. (3) Low
  - ii. (4) Low/Medium
  - iii. (5) Medium
  - iv. (6) High





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v. (7) No Preempt

### IX. General and MTAPD Interoperability Access – Shared/Common Talk Groups

1. The MTAPD hereby agrees to permit Mobile or Portable radio use of the designated talk groups for interoperability.
2. The MTAPD developed and maintains a MTAWIDE TG for the purposes of an all agency calling talk group, monitored by the MTAPD Emergency Operations Center.
  - i. All agencies are provisioned this in programming.
3. The MTAPD developed and maintains a series of Combined Event Talk Groups for agencies to use in a planned or unplanned event.
  - i. All agencies are provisioned with all twelve (12) TG's
4. The MTAPD programs all Federal and NYS Interoperability Channels in all radio equipment in compliance with NYS DHSES and the DHS National Emergency Communications Plan and recommends all partner agencies do the same.

### X. MTAPD Authorized Reciprocal Talk Groups (Example):

1. The MTAPD may provide access to LE/FS agencies on MTAPD TG's on a limited basis and it is expected that those agencies provide their TG's/conventional channels to MTAPD. An example of this is shown below.

Talk GRP ID	TALK GROUP NAME	ENCRYPTION	TG DESCRIPTION	AREA OF COVERAGE
102	MTA Regionwide	No	Interagency	MTA Wide
109	4-DISP	No	D4 Dispatch TG	PSNY/Lower Manhattan
110	4-TAC	No	D4 Tactical TG	PSNY/Lower Manhattan
111	4-SEC	Yes	D4 Encrypted TG	PSNY/Lower Manhattan
115	6-7 DISP	No	D6/D7 Dispatch TG	Hudson Valley East/West
116	6-7 DISP	No	D6/D7 Tactical	Hudson Valley East/West
117	6-7 DISP	Yes	D6/D7 Encrypted TG	Hudson Valley East/West

- XI.** It is understood that the use of these talk groups shall remain the sole responsibility of the Metropolitan Transportation Authority Police Department and that infractions of FCC Part 90.421 regulations, by the First Responder will result in cancellation of this agreement.

### XII. Authorized Subscriber Equipment

1. The First Responder will provide all validated and approved mobile, portable, fixed control station and console interface equipment that has been certified to operate on the MRRS.
2. Approved Portable Radios:
  - (a) L3Harris XL-200P (Multi-band)
  - (b) L3Harris XL-185P (Single-band)
  - (c) L3Harris XG-25P (Single-band)
  - (d) Motorola NEXT (Multi-band)
  - (e) Motorola APX 8000 (Multi-band)
  - (f) Motorola APX 7000 (Multi-band)
  - (g) Motorola APX 6000 (Single-band)
  - (h) Motorola APX 4000 (Single-band)



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- (i) Kenwood VP5000 (Single-band)
- (j) Kenwood VP6000 (Single-band)
- (j) Kenwood VP-900 (Dual-band)

### 3. Approved Mobile Radios:

- (a) L3Harris XG-25M (Single band)
- (b) L3Harris XG-100M (Multi band)
- (c) L3Harris XL-200M (Multi band)
- (d) Motorola APX4500 (Single band)
- (e) Motorola APX7500 (Multi-band)
- (f) Motorola APX8500 (Multi-band)

## XIII. LTE Services

1. The MTAPD utilizes AT&T FirstNet LTE Services, installed in the L3Harris XL-200 portable radios providing extended portable coverage to the MTAPD where portable coverage does not exist.
2. First Responder agencies, purchasing the XL-200 portable radios, are strongly recommended to enable the Be-On and LTE capabilities provided by L3Harris and its vendors.
3. First Responder agencies must enable either Verizon Wireless or AT&T FirstNet services to install necessary SIM cards into the XL-200.
4. MTAPD Technical Services Unit or L3Harris will ensure that all First Responder Agency programming will be made ready for the installation of the SIM card.
5. If First Responder opts for LTE services to be enabled on radios, one time Be-On licenses will need to be purchased and loaded in the MRRS NWS for approving access into the MRRS using LTE.

## XIV. Software Update Services

1. The First Responder opting to purchase L3Harris radio equipment are strongly suggested to purchase annual Software Update Services for the radio equipment to keep the radio equipment compatible with the MTAPD and MRRS.

## XV. Device Management Services

1. The First Responder opting to purchase L3harris radio equipment are strongly suggested to purchase annual licenses for Device Management so that remote loading of firmware, software and programming can be made using Wi-Fi. This will reduce the need to have MTAPD or approved Third party vendors expense the annual updates that will occur.

## XVI. Voice Logger Recording Systems

1. The First Responder may opt to purchase a voice logger recorder compatible with the MRRS and must be coordinated with the installation of either a Console or dispatch



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Console.

2. If the First Responder opt to utilize their current voice logger they will be responsible for and must coordinate with the installation of either a Console or dispatch Console.

### **XVII. In-Building Distributed Antenna Systems**

1. The First Responder may opt to increase in-building coverage at governmental buildings by redistributing the above ground signals of the MRRS for rebroadcast of transmit and receive capabilities within a governmental building by a Distributed Antenna System (DAS).
2. If the First Responder opts to have a DAS installed, MTAPD and L3Harris/Cellgain Wireless and/or AT&T FirstNet may be requested to perform a series of in-building coverage test to determine acceptable or failed signal strength inside a governmental building. Results of this can provide the First Responder with a quotation of estimated costs for the installation of the DAS either by extending the MRRS, extending AT&T FirstNet or MRRS & FirstNet coverage.
3. MTA must be satisfied that any additional coverage will not degrade the existing MRRS Coverage or cause interference of the MRRS.

### **XVIII. Supplemental MRRS Coverage by First Responder**

1. The First Responder may opt to provide supplemental coverage to the MRRS by adding radio sites.
2. If the First Responder opt to provide supplemental coverage to the MRRS, by adding new sites(s), the following will be required to be completed before construction can be commenced.
  - i. Notify the MTAPD with preliminary information indicating need for a supplemental site, site(s) location and when funding would be made available.
  - ii. Request L3Harris to perform preliminary site assessments and predicted coverage of supplemental sites
  - iii. Collaborate with MTA to develop/execute a Memorandum of Agreement (MOA) to define the expectations and outcomes of adding supplemental sites.
  - iv. First Responder will negotiate directly with L3Harris and establish a Design, Build, Operate & Maintain (DBOM) contract for the supplemental sites.
  - v. MTA will bear no costs for the addition of supplemental sites to the MRRS.





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### **XIX. Subscriber Information & Talk Groups**

1. The First Responder will provide the MTAPD with names of assigned personnel and unit ID numbers for entry in the MRRS Unified Administration System and the MTAPD will provide assigned personnel and unit ID numbers for entry into any foreign system.
2. Agencies will provide updates/changes to each other on a timely basis.
3. The First Responder is provided the following Talk Group structure as a proposal for further discussion and pending final addendum to this system use agreement.

### **XX. Encryption Information (Option)**

1. The MTAPD only recognizes, the P25 Standard, AES256 Encryption for use in the MRRS. Although encrypted Talk groups are identified in this agreement, until it is time to physically load this program, the First Responder can opt in or out of their use.
2. If the First Responder opts out, this agreement will be modified to show the final approved reciprocal authorization list.
3. As it relates to Encryption Keys the MTAPD will provide Tier I Trusted Full Agencies with keys on a yearly basis or whenever the keys are changed.
4. In the event First Responder identifies a mobile or portable with the encryption key enabled, is reported lost or stolen the First Responder will report the unit missing so that keys may be changed.

### **XXI. Operational/Technical Working Group Participation**

1. By this System Access Agreement, the MTAPD is offering the First Responder to participate in the MRRS Governance Council's, Operational/Technical Working Group, as a user of the system. The O/TWG will be constituted with an Operational and Technical representative of all agencies that participate at all levels of the MRRS to address operational and technical issues that mitigate problems and bring forth better coordination for interoperability regionally.
2. The First Responder agency will identify a primary and secondary member to represent the agency on the working group.

### **XXII. Permitted Uses**

1. The First Responder shall only use MRRS for the purposes of supporting public safety/public service communications.

### **XXIII. Security Sensitive Information**

1. All MRRS documentation, including contracts, design, system information, encryption, and programming information is considered Security Sensitive Information (SSI).



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### XXIV. Policies and Procedures

1. The First Responder shall take reasonable efforts to comply with all applicable policies and procedures governing the use of the MRRS, established by the MRRS Governance Council, the MTAPD or its designated agents.

### XXV. Applicable Laws

1. The First Responder shall comply with any applicable laws and regulations regarding the ownership, use and licensing of their radio devices or use of MRRS by the First Responder.

### XXVI. Prohibited Activities

1. The First Responder shall not engage in any activities which degrade the quality or functionality of MRRS, including but not restricted to the following:
  - (a) Use of MRRS for purposes other than supporting public safety/public service.
  - (b) Conducting over the air programming, over the air rekeying, telephone interconnect conversations without prior approval of the MTAPD.
  - (c) Use of non-voice applications without prior written approval of the MTAPD.
  - (d) Use of common event 'talkgroups' for monitoring events which the First Responder is not an active participant.
  - (e) Failure to notify MTAPD of lost/stolen radio equipment to be removed from system for the prevention of unauthorized use.
  - (f) Violations of SSI, by replicating or transferring any radio system information without the written permission of the MTAPD.
  - (g) Adding radio equipment without prior approval of MTAPD (to ensure authorized registry into system).

### XXVII. First Responder Equipment and Services

1. The First Responder acknowledges and agrees that it shall be responsible for the purchase, ownership, installation, configuration, maintenance, and licensing of any Equipment or Services that the First Responder needs to access the MRRS, including any costs and fees to third parties.
2. In the event of a more immediate need to the First Responder to add radio equipment, the MTAPD may assist through current stockpiles (spares) or existing contracts to provide the First Responder with immediate needs.
  - (a) In the event of stockpile use, Section XXIII will be followed.
  - (b) In the event MTAPD facilitates purchase through its existing contracts the First Responder will be invoiced for the cost of the equipment and any programming performed by MTAPD.
3. For purposes of tracking radio programming First Responder agency shall identify the firm utilized for radio maintenance and repair.
4. MTA reserves the right to review, with the First Responder radio maintenance and



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repair firm's procedures used to ensure that system programming information is not reproduced or replicated for non-authorized users.

5. MTA reserves the right to take whatever actions necessary to safeguard the MRRS programming data to include FCC, Civil or Criminal Actions.

### **XXVIII. MTAPD MRRS Radio Equipment – Lend/Lease Provisions**

1. An authorized Level I or Level II agency may request, for temporary use, radio equipment from the MTAPD inventory to support non-cache operations.
2. User Agencies will make written request to the MTAPD requesting a specific quantity of radio equipment and usage.
3. MTAPD will determine if radio equipment is available and provide a response to the agency.
4. User Agency will receipt all radio equipment and safeguard it use per this agreement.
5. MTAPD will periodically inquire as to the inventory status or as required by MTA Auditors.
6. User agencies must comply with those inquiries or forfeit the use of the Lend/Lease Radio Equipment.

### **XXIX. MTAPD MRRS Radio Equipment – Inter-MTA Agency Transfer**

1. An authorized Level I or II and an MTA Agency may request for permanent use, radio equipment from the MTPAD Inventory
2. User Agencies will make written request to the MTAPD requesting a specific quantity of radio equipment and usage.
3. MTAPD will determine if radio equipment is available and provide a response to the agency.
4. User Agency will receipt all radio equipment and safeguard its use per this agreement.
5. MTAPD will periodically inquire as to the inventory status or as required by MTA Auditors.
6. User agencies must comply with those inquiries or forfeit the use of the issued Radio Equipment.

### **XXX. Replacement of MTAPD MRSS Equipment**

1. The First Responder agrees that it shall be responsible for ensuring the physical security of any equipment belonging to the MTAPD that is located on the premises or within the possession of the First Responder, its employees, and agents ("MTAPD MRRS Equipment – Lend/Lease"). The First Responder agrees that it shall pay the





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cost of replacing MTAPD MRRS Equipment that is damaged and requires replacement, excluding reasonable wear and tear, in the opinion of the MTAPD and at the MTAPD's sole discretion.

### XXXI. End User Support

1. The First Responder acknowledges and agrees that it shall be responsible for providing any end user support that its employees and agents may require with respect to MRRS to include, but not limited to:
  1. Follow-on Training
  2. Periodic Maintenance
  3. Repairs
  4. Purchase of new radio equipment

### XXXII. Indemnity

1. The First Responder shall indemnify and hold harmless the MTA, its employees, and agents from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the First Responder might be legally responsible that arise from or relate to the provision of access to MRRS or any other obligation under this Agreement.
2. The MTA shall indemnify and hold harmless the First Responder, its employees and agents from any and all third-party claims, demands, actions or costs (including legal costs on a Counsel-client basis) for which the MTAPD is or might be legally responsible that arise from or relate to the provision of access to MRRS or any other obligation under this Agreement.

### XXXIII. Freedom of Information and Protection of Privacy Act

1. The First Responder acknowledges that this Agreement, including the name of the First Responder, the consideration, term and details of the Services, may be subject to disclosure under the *Freedom of Information Law* (New York), (the "FOIL Law"). The First Responder further acknowledges that the FOIL Law applies to information obtained, generated, collected, or provided for the MTAPD under this Agreement, and agrees to adhere to the FOIL Law in its collection, use and disclosure.

### XXXIV. Confidentiality

1. For the purposes of this section:
  - (a) "Confidential Information" of a party means the party's confidential or proprietary information or material that may be acquired by, or become available to, the other party as a result of the matters referred to in this Agreement and includes:
    - (1) Information contained in the MRRS System Administration & Management Systems, including as-built, network, system ID's, encryption data, IP addresses and Agency/User Information.
    - (2) Information contained in the data management systems of the party.



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- (3) Financial, operational, personal, or business information, records and plans of or relating to the party or third parties (including any other users of the MRRS).
- (4) Any information which is required to be kept confidential by statutory or regulatory requirements.
- (5) Any information that the disclosing party advises the receiving party in writing is confidential or is marked or labelled confidential or confidential security-sensitive.
- (6) Each party acknowledges that it may come into possession of Confidential Information of the other party. Accordingly, each party agrees that it shall:
  - i) hold, and shall cause its directors, officers, members, employees, agents, representatives, and affiliates (the "**Representatives**") to hold, all Confidential Information of the other party in strict confidence.
  - ii) not collect, use, transmit or disclose the Confidential Information of the other party to anyone other than to its Representatives and then only to the extent that such Confidential Information is directly required to be disclosed with respect to matters addressed in this Agreement and
  - iii) use all reasonable efforts to protect the other party's Confidential Information against unauthorized access, use or disclosure.
- (7) In the performance of obligations under this Agreement, the parties shall comply, and shall ensure that their respective Representatives comply, with the provisions of any applicable federal and provincial privacy legislation including the FOIL Law.
- (8) If a party or any of its Representatives are required by law to disclose any of the other party's Confidential Information, then that party shall provide the other party with prompt written notice of same so that the other party may seek a protective order or other appropriate remedy.

### XXXV. Termination with Cause

1. The MTA may terminate this agreement, with cause, after two (2) successive Notice of System Violations in a twelve (12) month period. Those System Violations are identified in Section XII (1), i-iv of this agreement. (Section 12 or XII is about equipment.) I think you mean XXVII
1. First Responder agency may respond to each of these Notice of System Violations identifying remedies within Ten (10) days. The MTA will respond within ten (10) business days providing a response to the remedies identified. Failure to provide a



## METROPOLITAN REGIONAL RADIO SYSTEM (MRRS) SYSTEM ACCESS AGREEMENT



remedy will constitute an Event of Default.

2. This Agreement may be terminated as follows:

- a. Any of the following events will constitute an Event of Default ("Event of Default") if after prior written notice:
  - i. The First Responder fails to respond to and remedy a System Violation
  - ii. The First Responder fails to materially observe, perform or comply with any provision of this Agreement.
  - iii. the First Responder fails to take reasonable measures to comply with any and all policies and procedures in accordance with section 4 of this Agreement; or
  - iv. The First Responder engages in any of the prohibited activities set out in section 6 of this Agreement.
- b. Upon the occurrence of an Event of Default, the MTA shall provide written notice to the First Responder of the Event of Default setting out,
  - i) the details of the Event of Default
  - ii) what actions must be taken or ceased by the First Responder in order to cure the Event of Default; and
  - iii) a deadline by which the Event of Default must be cured.
- c. If, at the MTA's sole discretion, the MTA determines that the First Responder has failed to cure the Event of Default by the deadline set out in notice, the MTA may immediately terminate this Agreement.
- d. On the happening of an Event of Default, and in addition to or instead of the measures set out in subsection (b), and at the MTA's sole discretion, the MTA may immediately suspend the First Responder's, or any of its user's access to the MRRS, until the Event of Default is cured.

### **XXXVI. Termination without Cause**

1. The First Responder may, without cause, terminate this Agreement, upon two (2) years prior written notice to the MTA.

### **XXXVII. Events upon termination**

1. Upon termination of this Agreement, each Party shall:
  - a) transfer and delete any Confidential Information of the other Party to such Party, and
  - b) follow any directions of the other Party regarding the transfer and deletion of the Confidential Information of such Party.



**METROPOLITAN REGIONAL RADIO SYSTEM (MRRS)  
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**XXXVIII. Notice**

1. Any notice to be made under this Agreement that is to be made in writing is effective when personally delivered to the address or transmitted by fax to the fax number as follows:

First Responder:

\_\_\_\_\_

Address:

\_\_\_\_\_

Attention:

\_\_\_\_\_

Fax:

\_\_\_\_\_

The MTAPD: Office of the Police Chief

\_\_\_\_\_

Address: **420 Lexington Avenue, Suite 450, New York, NY 10170**

\_\_\_\_\_

Attention: **MTAPD Director of Public Safety Radio Systems**

\_\_\_\_\_

Fax:

\_\_\_\_\_

**XXIII. Designated Representatives**

1. The MTA designates the Chief of Operations/Administration of the MTA Police Department as the MTAPD's representative and the First Responder designates [insert title of designated representative] for ongoing contact between the MTAPD and the First Responder in matters relating to this Agreement.

**XXIV. General**

1. Time is of the essence for the approval of this Agreement.
2. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and except as express in this Agreement, there are no other understandings or agreements, verbal or otherwise that exist between the parties may amend this Agreement only by written agreement signed by both of the parties.
3. This Agreement shall be governed by and interpreted in accordance with the laws in force in New York State, and the parties irrevocably defer to the exclusive jurisdiction of New York State.
4. The First Responder shall not assign this Agreement and shall not allow third parties access to MRRS, without the prior written consent of the MTAPD.
5. The First Responder shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the First Responder or its employees, subcontractors,





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or agents in relation to MRRS, and MRRS shall be used in accordance with high ethical standards. In the event the First Responder becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the First Responder's use of MRRS, the First Responder shall immediately disclose such matter to the MTAPD in writing.

6. The First Responder is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, employee, partner, or agent of the MTAPD and it is not the intention of the parties to create a joint venture arrangement.
7. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF format shall constitute good delivery.

The parties have made this Agreement by the representatives authorized to do so on the respective dates shown below.

[Signatures on following page]



**METROPOLITAN REGIONAL RADIO SYSTEM (MRRS)  
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**Metropolitan Transportation Authority  
For the MTA Police Department**

**Municipal/Government Name  
For the First Responder Agency (Common Name)**

**Per:**

**Per:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



METROPOLITAN REGIONAL RADIO SYSTEM (MRRS)  
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ATTACHMENT #1  
Talk Group Assignments (Proposed)

Talk Group ID	Talk Group Name	Encryption (Y/N)	Talk Group Description	TG Area of Coverage
	Dispatch TG	N	MTAPD Dispatch TG	MRRS Wide
	Tactical TG	N	MTAPD Tactical TG	MRRS Wide
8999	MTA Wide	N	Calling Talk Group	MRRS Wide
9120	CET WIDE01	N	Regional Interoperability TG	MRRS Wide
9121	CET WIDE02	N	Regional Interoperability TG	MRRS Wide
9122	CET WIDE03	N	Regional Interoperability TG	MRRS Wide
9123	CET WIDE04	N	Regional Interoperability TG	MRRS Wide
9124	CET WIDE05	N	Regional Interoperability TG	MRRS Wide
9125	CET WIDE06	N	Regional Interoperability TG	MRRS Wide
9126	CET WIDE07	N	Regional Interoperability TG	MRRS Wide
9127	CET WIDE08	N	Regional Interoperability TG	MRRS Wide
9128	CET WIDE09	N	Regional Interoperability TG	MRRS Wide
9129	CET WIDE10	N	Regional Interoperability TG	MRRS Wide
9130	CET WIDE11	N	Regional Interoperability TG	MRRS Wide
9131	CET WIDE12	N	Regional Interoperability TG	MRRS Wide
	DYPD Disp	N	DYPD Dispatch TG	MRRS Wide
	DYPD Tac	N	DYPD Tactical TG	MRRS Wide
	DYPD Sec	Y	DYPD Dispatch Encrypted TG	MRRS Wide



**ATTACHMENT #2**  
**Lend/Lease or Transferred Radio Equipment**

[illegible]