



**MEMORANDUM OF UNDERSTANDING
REGARDING USE OF THE
BOSTON AREA POLICE EMERGENCY RADIO NETWORK (BAPERN)
FOR BAPERN MEMBERS**

This agreement is made between the Greater Boston Police Council, Inc. (hereinafter “GBPC”) and the _____ (hereinafter “the Department”).

WHEREAS, the GBPC is a non-profit corporation comprised of law enforcement and public safety agencies in the Commonwealth of Massachusetts;

WHEREAS, the GBPC and the Department desire to enter into an agreement to allow shared use of the Boston Area Police Emergency Radio Network (hereinafter “BAPERN”);

WHEREAS, use of BAPERN will facilitate interoperational communications and regional cooperation on issues of public safety;

WHEREAS, the GBPC desires to assist its member agencies in providing the most effective and efficient public safety services to their communities;

WHEREAS, both parties desire to ensure timely arrival of aid when needed by facilitating pre-planned communication methods;

WHEREAS, the purpose of BAPERN is to provide a region-wide and inter-agency communication capability to serve members of the GBPC;

NOW THEREFORE, the GBPC and the Department in consideration of mutual benefits enter into this agreement to utilize the BAPERN radio system to facilitate interoperable communications and do hereby mutually agree as follows:

1. The GBPC agrees to make available to the Department access to BAPERN.
2. All members agree to operate on a standardized channel plan system which will eliminate confusion when dealing with multi-agency operations. By standardizing the position on all radios, it is ensured that each channel is assigned the same channel number on every radio that uses BAPERN. There are four types of channels that will be used in the system: local, calling, wide area and district channels. All BAPERN member agencies shall have their portable radios, vehicle radios and consoles programmed according to the

attached *BAPERN Channel Plan and Portable Radio Programming Instructions*.

3. The Department agrees to be a BAPERN member of the GBPC and will pay a yearly membership fee as set from time to time by the GBPC Executive Board to support and maintain the BAPERN system.
4. Each BAPERN member agency shall be assigned to a district coordinating department for each district channel and each type of applicable operation, defined as one of the following:
 - Central District—Arlington Police Department (Channel 8)
 - North District—Hamilton Police Department (Channel 5)
 - Northwest District—Bedford Police Department (Channel 9)
 - South District—Norwood Police Department (Channel 6)
 - West District—Wellesley Police Department (Channel 7)
 - Southeast District – Marion Police Department (Channel 10)
5. All parties agree to program portable and mobile radios, if capable, to automatically transmit timeout no later than ninety (90) seconds after continuous activation.
6. The parties to this agreement shall abide by the by-laws of the GBPC which may be amended or revised from time to time by the GBPC.
7. It is agreed that GBPC will be responsible for the operational control of the BAPERN system, including its related infrastructure, to facilitate the development and operation of an effective interoperable telecommunications network. The GBPC will manage the system in a manner appropriate with providing the Department with capabilities to conduct emergency voice communications. The GBPC and the Department recognize that public safety is the highest priority and system capability and incident priority will be the determining factor in accessibility.
8. The GBPC will be responsible for obtaining and keeping current all matters relating to the Channel 3 through Channel 10 frequencies for fixed radio equipment granted to the GBPC by the Federal Communications Commission (FCC) under Part 90 of the FCC Rules and Regulations. The Department shall be responsible to obtain and keep current all matters relating to the Channel 1, Channel 2, and Channel 11 and higher frequencies for fixed radio equipment and all frequencies for mobile, portable, and control equipment granted to GBPC by the FCC under Part 90 of the FCC Rules and Regulations. All member agencies shall operate on the telecommunications system in accordance with Part 90 of the FCC Rules and Regulations.
9. When using the BAPERN system, all members will utilize radio equipment that contains an identifier which automatically sends a unique numerical ID each time the radio transmits. The numerical ID will automatically be logged along with voice transmissions to provide a permanent record of activity on the BAPERN channels.

10. All parties agree to adhere to the National Incident Management System (NIMS) requirements and adhere to the processes developed in the Incident Command System (ICS).
11. Each member agency will procure and program its own radios.
12. Each member agency will ensure discipline is maintained by their users in order to assure the availability of the frequency in times of emergency.
13. Each member agency will provide proper instruction to its personnel in the legitimate uses of the BAPER N channels and procedures followed for access to and use of the channels.
14. Each member agency will monitor its respective district channel as well as Area-Wide 3, especially prior to initiating communications.
15. Any misuse of the BAPER N radio system should be reported to the GBPC for follow up.
16. Each member agency will ensure its users utilize plain English at all times during radio transmission on the BAPER N system. No agency-specific “10-codes” or discipline specific jargon or language shall be used. All transmissions on BAPER N must use a call sign including the city, town, agency and user assigned ID.
17. Each member agency will ensure that its users will not utilize the BAPER N channels on a regular basis as a secondary radio network to supplement the daily operations of their agency, except in the case of failure of their primary radio system.
18. Each member agency will coordinate use of all Area-wide 3 and Area-Wide 4 calls through the Brookline Police Department, as specified in the BAPER N Policies and Procedures.
19. Each member agency will abide by the following radio programming guidelines:
 - A. For User Safety: Mobile and Portable radios shall be programmed to revert to the individual agency’s prime channel when the emergency button is pressed.
 - B. Push-to-Talk ID transmission shall be programmed to occur at some point during the transmission. For direct/simplex operation, this function should be disabled if possible in order to reduce annoyance.
20. All member agencies agree to follow the BAPER N Policies and Procedures as provided in the **Attachment** to this agreement. In addition, the parties agree to abide by all rules, policies and procedures, and any other protocols outlining the guidelines for use of the BAPER N system.

21. Each member agency understands and acknowledges that the GBPC in its sole discretion may terminate a member agency's access to BAPERIN at any time with or without prior notice for willful misuse, unauthorized use, or negligent use of the BAPERIN system.
22. Each member agency understands and acknowledges that any costs caused by the negligent operation of the BAPERIN system shall be borne by the member agency whose negligence caused such costs to occur.
23. Nothing in this agreement shall affect the statutory or common law authority of the parties nor shall this agreement limit or enhance the respective liabilities and immunities of the parties. Further, this agreement shall not be construed as creating any right or benefit, enforceable at law or in equity, by any person or entity against any BAPERIN member.
24. This agreement may be amended only by written document signed by both parties.
25. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the agreement, and to that end the provisions of this agreement are declared to be severable.
26. This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either of the parties hereto.
27. This agreement will become effective as soon as it signed by both parties. The agreement may be amended at any time by mutual agreement of the parties. This agreement shall remain in effect until: (i) either party terminates the agreement by providing one hundred and twenty (120) days written notice to the other party, or (ii) the member agency fails to pay promptly the annual BAPERIN membership dues as set by the GBPC Executive Board from time to time.

IN WITNESS WHEREOF, the parties have hereto set their duly authorized signatures on the date subscribed.

For the Greater Boston Police
Council:

For the Member Agency:

Signature

Signature

Chief Daniel O'Leary.

Printed Name

Printed Name

Chairman

Title

Title

Date

Date