

MEMORANDUM OF UNDERSTANDING

Regarding Connecticut State Police Troopers Dedicated to the *CTrail* Hartford Line-*CTfastrak* Security Program

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Connecticut Department of Transportation ("DOT") having a principal office at 2800 Berlin Turnpike, Newington, CT 06111 and the Connecticut Department of Emergency Services and Public Protection ("DESPP"), having a principal office at 1111 Country Club Road, Middletown, Connecticut, DOT and DESPP each a "Party" and collectively the "Parties."

Whereas, DOT sponsors and oversees a passenger rail service from New Haven, Connecticut to Springfield, Massachusetts, known as the "*CTrail* Hartford Line," launched in 2018 and operated by a contracted rail service provider ("Operator"), which as of the Effective Date of this MOU is TransitAmerica Services, Inc./Alternate Concepts, Inc. ("TASP");

Whereas, *CTrail* Hartford Line stations in Connecticut include but are not limited to Wallingford, Meriden, Berlin, Hartford, Windsor, and Windsor Locks," all of which are managed in whole or in part by the Operator. *CTrail* Hartford Line service extends beyond Connecticut to Springfield Union Station in Springfield, Massachusetts.

Whereas, DOT also sponsors Amtrak-operated service on the Hartford Line, and in conjunction therewith, deploys a "One Ticket Any Train" Program allowing customers to ride either the *CTrail* or Amtrak trains on the Hartford Line.

Whereas, DOT sponsors bus service, known as "*CTfastrak*," operating on a rapid transit guideway from New Britain to Hartford, Connecticut, along the Amtrak railroad, pursuant to an easement deeded to the State from Amtrak.

Whereas, *CTfastrak* was launched in 2015 and includes the following stations (collectively, "*CTfastrak* Stations"):

- (1) Sigourney, located in Hartford;
- (2) Parkville, located in Hartford;
- (3) Kane St., located in Hartford;
- (4) Flatbush Ave., located in Hartford;
- (5) Elmwood, located in West Hartford;
- (6) Newington Junction, located in Newington;
- (7) Cedar St., located in Newington;
- (8) East St., located in New Britain;
- (9) East Main St., located in New Britain; and
- (10) Downtown New Britain, located in New Britain.

Whereas, *CTfastrak* is operated by HNS Management and managed by DOT's contracted management company, which as of the Effective Date of this MOU is RATP Dev., Inc., doing business under the tradename *CTtransit*.

Whereas, in order to address emerging transit security needs of the *CTrail* Hartford Line and

Cyfastrak public transportation services, DOT has designed and deployed, via its Operator, a security program ("Program"). DOT has designated an employee responsible for oversight of the Program and to serve as liaison with all stakeholders ("DOT Liaison").

Whereas, the Commissioner of DOT is authorized to enter into this MOU pursuant to Section 13b-24 of the Connecticut General Statutes; and the Commissioner of DESPP is authorized to enter into this MOU pursuant to Section 4-8 of the Connecticut General Statutes.

Now Therefore, DOT and DESPP mutually agree as follows:

1. Components of the Program. The Program shall include the following:

- (a) A security management employee provided by the Operator as the dedicated lead to identify security needs, assign personnel and tasks, and coordinate with stakeholders ("Program Security Director").
- (b) Collaboration with stakeholders, including but not limited to non-profit organizations, municipalities and other State agencies, to facilitate the public's access to available resources, such as shelter, food and other support programs.
- (c) Coordination with homeless outreach programs authorized by DOT to work in conjunction with law enforcement.
- (d) Amtrak Police Department ("APD") law enforcement personnel to provide rail-specific assistance and security for the Program (e.g., rail ROW access).
- (e) Dedicated State troopers provided by the DESPP pursuant to this MOU.

2. Provision of State Troopers by DESPP

- 2.1 DESPP shall provide three (3) State Troopers, such titles/positions as agreed to by DOT, each solely dedicated to the Program for one hundred percent (100%) of their annual working hours ("Troopers"). To ensure consistent staffing for the security program, such identified and assigned State Troopers shall not be temporarily or permanently replaced with any other State Troopers during the term of this MOU, except when necessary due to vacation, personal, sick or other leave, or when approved by the Program Security Director in consultation with the DOT liaison and the colonel of the state police. Nothing in this agreement prevents a trooper dedicated to the Program from working Special Duty overtime as allowed by contract.
- 2.2 DOT shall fund one hundred percent (100%) of the actual Trooper salary and overtime requested by DOT for Program duties. DOT is paying for this program out of state funds and is therefore not required to reimburse any fringe benefits.
- 2.3 On a quarterly basis, DESPP shall submit to DOT a properly prepared and executed State Transfer Invoice (STI) to seek reimbursement for Trooper salary and costs,

including overtime, for the preceding quarterly period. DOT shall promptly review, process and pay such STIs received from DESPP, and DESPP shall provide all supporting documentation requested by DOT to process and pay the invoices.

3. Scope of Trooper Duties

- 3.1 The Troopers shall coordinate on each of their working days with the Program Security Director (and/or the DOT Liaison) and the Duty Supervisor designated by the colonel of the State Police for updates on areas of concern or need.
 - (a) Three (3) troopers shall be dedicated to the patrol of *CTfastrak* and *CTrail*.
 - (b) These three (3) Troopers shall be cross-trained by the Program Security Director and the DOT Liaison to cover either the *CTfastrak* or *CTrail* assignment in order to provide maximum security coverage.
 - (c) The Program Security Director or designee, and/or the DOT Liaison or designee shall communicate daily with the Duty Supervisor designated by the colonel of the State Police to give daily assignments to the Trooper(s) on duty, based on the needs of *CTfastrak* and *CTrail*.
 - (d) To best meet the needs of the Program, and to provide an appearance of security omnipresence, Trooper patrol coverage shall be staggered, to the greatest extent possible, within each twenty-four (24) hour period and across seven (7) days per week. Early morning, daytime, evening, and overnight hours shall be required on a regular basis for the *CTfastrak* and *CTrail* services, and at the *CTfastrak* Stations and the *CTrail* Hartford Line stations located in Connecticut. The Program Security Director and DOT Liaison shall coordinate with DESPP to determine the scheduled hours of Trooper coverage in order to provide maximum coverage.
 - (e) When possible, Troopers shall ride *CTrail* trains and *CTfastrak* buses as part of their patrols.
- 3.2 Troopers shall, as directed by the Program Security Director or the DOT Liaison, attend meetings and coordinate regularly with stakeholders, including but not limited to municipalities and providers of support services.
- 3.3 Troopers shall work in conjunction with fellow law enforcement agencies such as Amtrak Police Department (APD) and municipal police departments. As Amtrak is the owner of the Hartford Line rail right-of-way over which *CTrail* trains (and Amtrak trains) operate, DOT has arranged for APD police services to be dedicated to the Program specifically with respect to the *CTrail* Hartford Line. DESPP shall coordinate and work in conjunction with APD, with respect to Program needs for *CTrail* Hartford Line stations and trains.

- 3.4 Troopers shall submit to the Program Security Director and DOT Liaison immediate notification of incidents that occur during their shifts and maintain a log of on-duty activities for submission to the Program Security Director and DOT on a weekly basis.

4. Resolution of Disputes.

- 4.1 Throughout the duration of this MOU, a representative from DOT and a representative from DESPP shall meet on a quarterly basis to discuss and resolve any issues or concerns with respect to the Parties' performance of obligations under this MOU and/or the Program. If deemed necessary by the Parties, DOT and/or DESPP may include at the quarterly meetings any additional personnel to discuss and resolve any operational issues or concerns.
- 4.2 In addition to required quarterly meetings, either Party upon providing notice to the other Party, may request a meeting within ten (10) days of such notice to address exigent issues or concerns.
- 4.3 The Parties agree to mutually cooperate to promptly resolve any issues or concerns. With respect to any issues that the Parties are unable to resolve under Section 5.1 or Section 5.2, the parties shall promptly forward such matters to the DESPP Commissioner and the DOT Commissioner for final resolution.

5. Effective Date & Term.

- 5.1 This MOU shall be effective upon full execution by DOT and DESPP ("Effective Date"). The Term shall commence on the date, mutually agreed to by the Parties, when the Troopers are first deployed in the Program ("Start Date"), and shall continue for two (2) years from such Start Date ("Term").
- 5.2 Prior to the expiration of the Term of the MOU, DOT and DESPP may agree to extend the Term pursuant to terms and conditions mutually agreed upon in a written amendment to this MOU.

6. Termination

- 6.1 This MOU may be terminated by written agreement of the Parties or by either Party giving 30 days notice to the non-terminating party. In the event of termination, DOT shall reimburse DESPP for payroll items, e.g. salary incurred as of the termination date.

7. Amendments & Assignment.

- 7.1 Any changes, additions or deletions to this MOU shall be by written amendment, signed by the Commissioners of each DOT and DESPP.
- 7.2 DESPP may not assign this MOU or any of its duties and obligations under this MOU

without prior written consent of DOT.

8. Notice. Any notice required or permitted under this MOU shall be deemed to be given when in writing (as a printed hard copy or electronic or facsimile copy) and addressed to the parties below, with delivery receipt confirmed, to the attention of the Commissioner.

If to DOT:

Attention: Commissioner
Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

If to DESPP:

Attention: Commissioner
Department of Emergency Services and Public Protection
1111 Country Club Road
Middletown, CT 06457-9294

9. Entire Understanding. This MOU contains the entire understanding between the Parties and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this MOU.

10. Electronic Signatures & Counterparts.

- a. This MOU may be signed electronically.
- b. This MOU may be signed in counterpart copies, which may be transmitted electronically between the Parties, and all of which taken together shall constitute but one and the same document.

[Signature page follows]

AGREED BY:

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION



James C. Rovella
Commissioner

10-16-2023
Date

DEPARTMENT OF TRANSPORTATION



Garrett T. Eucalitto
Commissioner

Digitally signed by Garrett Eucalitto
DN: cn=Garrett Eucalitto, o=Connecticut
Department of Transportation,
email=garrett.eucalitto@ct.gov, c=US
Date: 2023.10.16 16:24:58 -04'00'

10/16/2023
Date

FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION AND
THE DEPARTMENT OF TRANSPORTATION

Subject: The Connecticut Department of Transportation and the Connecticut Department of Emergency Services and Public Protection's Security Program for CTrail and CTfastrak.

Whereas, the Connecticut Department of Transportation ("DOT") having a principal office at 2800 Berlin Turnpike, Newington, CT 06111 and the Connecticut Department of Emergency Services and Public Protection ("DESPP"), having a principal office at 1111 Country Club Road, Middletown, Connecticut, herein the "Parties," executed a Memorandum of Understanding ("MOU") dated October 16, 2023;

Whereas, the purpose of the MOU was to address increasing transit security needs of the CTrail Hartford Line and CTfastrak public transportation services; and

Whereas the security program established pursuant to the MOU has been demonstrably successful, and the Parties desire to strengthen such program by increasing the presence of security throughout a twenty-four hour period, seven days per week; and

Whereas, the Parties desire to revise the MOU to add another full-time state trooper to the established security program.

Now, therefore, the Parties agree to amend the MOU as follows:

1. Section 2, **Provision of State Troopers by DESPP**, subsection 2.1 is deleted in its entirety and the following is hereby substituted in lieu thereof:
 - 2.1 DESPP shall provide four (4) State Troopers, such titles/positions as agreed to by DOT, each solely dedicated to the Program for one hundred percent (100%) of their annual working hours ("Troopers"). To ensure consistent staffing for the security program, such identified and assigned State Troopers shall not be temporarily or permanently replaced with any other State Troopers during the term of this MOU, except when necessary due to vacation, personal, sick or other leave, or when approved by the Program Security Director in consultation with the DOT liaison and the colonel of the state police. Nothing in this agreement prevents a trooper dedicated to the Program from working Special Duty overtime as allowed by contract.
2. Section 3, **Scope of Trooper Duties**, subsections 3.1(a) and 3.1(b) are deleted in their entirety and the following is hereby substituted in lieu thereof:
 - 3.1
 - (a) Four (4) troopers shall be dedicated to the patrol of CTfastrak and CTrail.

- (b) These four (4) Troopers shall be cross-trained by the Program Security Director and the DOT Liaison to cover either the *CTfastrak* or *CTrail* assignment in order to provide maximum security coverage.

3. All terms and conditions of the MOU not specifically deleted, amended or revised herein shall remain in full force and effect.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

Date

5/8/24

BY

Garrett
Eucalitto

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Eucalitto
Date: 2024.05.08 17:39:52
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Garrett T. Eucalitto
Commissioner

CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

Date

5/13/24

BY



Ronnell Higgins
Commissioner