

Radio Interoperability Agreement between the City of Oakland Police Department and the California Highway Patrol

The City of Oakland (“Grantor”) and the California Highway Patrol (“Grantee”) enter this Radio Interoperability Agreement (“Agreement”) dated February 16, 2024, by which the City of Oakland Police Department provides to the California Highway Patrol permission to operate on the City of Oakland’s Radio Frequencies, see appendix “A” on the East Bay Regional Communications System Authority (“EBRCSA”) proprietary P25 radio system for the purposes and on the terms and conditions specified in this Agreement.

1. Term of the Agreement. This Agreement shall become effective on the date it is fully executed by all parties, and shall remain in effect, unless terminated in accordance with the terms and conditions contained in this Agreement.
2. Purpose. This Agreement is for the purpose of radio interoperability required in the field to allow California Highway Patrol personnel to communicate with employees of the City of Oakland Police Department with whom its personnel work on a regular and recurring basis.
3. Authorized Personnel. Only Grantee’s personnel are authorized to use the programmed radios and transmit on the EBRCSA talk groups assigned to the City of Oakland Police Department under this Agreement. Grantee shall not allow any unauthorized personnel to utilize EBRCSA/City of Oakland Department talk groups or channels.
4. Authorized Use. Grantee’s Authorized Personnel may use the EBRCSA/City of Oakland Police Department talk groups and channels only (1) when working with employees of the City of Oakland Police Department or during joint operations, (2) during Priority 1 circumstances as defined in the California Law Enforcement Mutual Aid Radio System Plan (“CLEMARS”) system priority guidelines – disaster and extreme emergency operations for mutual aid and interagency communications, and (3) during Priority 2 circumstances as defined in the CLEMARS system priority guidelines - emergency or urgent operations involving imminent safety of life or protection of property. With the prior approval of EBRCSA, Grantee may also use the EBRCSA/City of Oakland Police Department talk groups and channels for training purposes on joint trainings with City of Oakland Police Department employees. The Grantee is a member of EBRCSA, therefore there will be no charge to Grantee for the access to the EBRCSA/ City of Oakland Police Department talk groups listed in Attachment “A”.
5. Talk groups and Channels. This Agreement authorizes Grantee and its Authorized Personnel to access and transmit only on the talk groups listed in Attachment “A” as approved by the City of Oakland Police Department.
6. Primary Authority. The Grantee’s Authorized Personnel communicating on City of Oakland Police Department channels recognize the ultimate authority of the City of Oakland Police

Department's Chain of Command while operating on the Department's designated channels, absent exigent circumstances. The City of Oakland Police Department Dispatchers shall be afforded the extent of command and control consistent with the normal operations of the Oakland Police Department. The City of Oakland Police Department shall have domain over Departmental talk groups and channels and any use of these talk groups and channels by the Grantee during preplanned operations should be coordinated prior to the start of the operation with the City of Oakland Police Department's Communications Division and designated Departmental personnel.

7. Radio Capabilities. Grantee must obtain its own radios capable of operation on a Motorola P25 system with the most current operating version installed in order to access talk groups on Grantor's 700MHz Interoperability System.
8. Radio System Maintenance and Upgrades. Grantor may perform periodic system upgrades and/or decommission parts of the radio systems. Grantor will make best effort to ensure the system is backward compatible with Grantee's radios. However, Grantor cannot and does not guarantee that the Grantee's radios will be supported through the life of this Agreement.
9. Radio Programming. Grantee shall submit any radios to be used under this Agreement to either the: Alameda County Radio Shop; Contra Costa County Radio Shop; Motorola Radio Shop (collectively identified as "Radio Shops"); or another Authorized EBRCSA Programming entity to program and authorize the radios to function on Grantor's EBRCSA system. Grantee shall be responsible for all maintenance and repair costs for their radios used under this Agreement.
10. Radio Identification Sheet. Grantee shall provide the Radio Shops or Authorized EBRCSA programming entity identified in Section 9 of this Agreement with a completed Radio Identification Sheet for each California Highway Patrol radio used under this Agreement, in order to allow Grantor the ability to properly track transmissions and radio IDs of Grantee's subscriber units and personnel accessing Grantor's network. A blank Radio Identification Sheet is attached to this Agreement as "Attachment B" and incorporated by reference as if fully set forth herein. When the personnel Grantee has assigned a programmed radio under this Agreement changes, Grantee shall provide an updated Radio Identification Sheet to the Radio Shops or Authorized EBRCSA programming entity responsible for the programming within 15 calendar days of the change, in which it shall provide updated information to the authorized personnel currently assigned to the radio.
11. Radio Limit. This Agreement authorizes Grantee to configure up to a maximum of 135 radios for use on the EBRCSA channels assigned to the Oakland Police Department.
12. Lost or Stolen Radio. In the event a radio programmed for access to the EBRCSA channels is lost or stolen, Grantee shall immediately, and in any event no later than within 24 hours, contact the EBRCSA and inform them of the six or eight digit radio numbers assigned to the lost or stolen radio for deactivation from the systems. If the radio is subsequently found,

Grantee shall notify the Grantor and the radio may be enabled again for operations on the EBRCSA system.

13. Radio Identification. When the Radio Shops or authorized EBRCSA programming entity programs a radio for Grantee, they shall designate and log that radio's call sign. Grantee must ensure that its personnel identify themselves at all times on radio channels using the predetermined call sign.
14. Patching Prohibited. Grantee shall not permit its personnel to use frequency bridging equipment, a dispatch console or any other mechanism to "patch" or "link" any EBRCSA talk groups to any other system, channel, sub-system or any type of communications bridging equipment.
15. Communications Over the Radio. Grantee agrees that its personnel will use plain speech when communicating on EBRCSA/City of Oakland Police Department talk groups assigned to the City of Oakland Police Department and plain speech when using California Mutual Aid frequencies. In the event of inappropriate language or behavior, or misuse of the radio system by any of Grantee's personnel, Grantor may revoke and disallow that individual from using EBRCSA's system and channels or may terminate this Agreement and prohibit all of Grantee's radios from use within its system. If this should occur, Grantor shall notify Grantee in writing of this revocation prior to deactivation.
16. Disabling Radios. Grantor may disable a Grantee's radio temporarily or permanently at Grantor's sole discretion. Examples of when Grantor may determine to disable a radio include, but are not limited to: (1) if the radio is malfunctioning; (2) Grantee's personnel has been deemed by Grantor to be using the radio in violation of this Agreement; (3) Grantee allows an unauthorized usage of the radio or the EBRCSA's systems or channels; or (4) if the radio is in any way interferes with the Grantor's communications.
17. CLETS Transactions Prohibited. Grantee shall not run or request to be ran any CLETS transactions through Grantor. In the event Grantee requires a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.
18. Access to EBRCSA Records/NICE Recording. If Grantee seeks access to EBRCSA records/NICE recording regarding audio transmissions, it shall submit a written request to the Grantor's Custodian of Records. The request shall specify the CAD or incident number (if known), the date and location of the incident, and the name, job classification, phone number and address of the California Highway Patrol employee submitting the request. The request shall also confirm that the employee submitting the request is authorized to obtain the records sought. The California Highway Patrol agrees to treat all un-redacted material as confidential and to use any records it obtains only for official California Highway Patrol purposes in accordance with all applicable state and federal statutes.
19. Ongoing Associated Cost. The Grantee is responsible for any ongoing associated cost surrounding the Grantee's use of EBRCSA encryption, radio updates, hardware, software,

and any servicing of radio equipment under the Grantee's domain and control during the duration of this Agreement.

20. Notices. Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (only if prior written agreement has been made by the parties regarding transmission by facsimile):

To:
Oakland Police Department
Attention: Dr. Carlo M. Beckman
455 7th Street
Oakland, CA 94607

To:
California Highway Patrol
Attention: Commander
California Highway Patrol
P.O. Box 942898
Sacramento, CA 94298-0001

To:
East Bay Regional Communications System Authority
Attention: Tom McCarthy, Executive Director
4985 Broder Blvd.
Dublin, CA 94568

From time to time any party may designate a new address or recipient for notice for purposes of this Section 20 by written notice to the other parties.

21. Contact Information. Each party shall provide the other party with a list of appropriate contact personnel for notices and notifications under this Agreement. Each party is responsible for updating the list to ensure it is current.
22. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all liabilities, claims, or losses of any nature, including attorney's fees, court costs and all reasonably related legal costs, to the extent caused by, arising out of, or in connection with the indemnifying party's gross negligence or willful misconduct pursuant to this Agreement.
23. No Assignment or Subcontracting. Grantee may not subcontract or assign any rights, duties or obligations under this Agreement. Any agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

24. Independent Agencies. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither party nor its employees is an employee of the other party; nor is either party or its employees entitled to any of the benefits and protections afforded to employees of the other party. The parties to this Agreement shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The parties shall have no authority, express or implied, pursuant to this Agreement to bind each other to any obligation whatsoever. The parties agree that the provisions of this Agreement are not intended to directly benefit any third party, and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties to this Agreement.
25. Proprietary or Confidential Information of EBRCSA/City of Oakland and Third Parties. Grantee understands and agrees that in accessing and using the EBRCSA/City of Oakland Police Department talk groups and channels under this Agreement, Grantee may have access to private or confidential information that may be owned or controlled by EBRCSA or the City of Oakland Police Department or to which EBRCSA or the City of Oakland Police Department has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to EBRCSA or the City of Oakland Police Department or to third parties. Grantee agrees that all information disclosed by EBRCSA or the City of Oakland Police Department to Grantee or to which Grantee has access by virtue of this Agreement shall be held in confidence and used only in performance of the Agreement.
26. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
27. Termination. Either party may terminate this Agreement for any reason at any time upon 10 days written notice to the other party, or in accordance with the terms and conditions contained in Section 20 of this Agreement.
28. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. The terms and conditions of the agreement may be modified only as provided for in Section 26 of this Agreement.
29. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable

30. Agreement Made in California: Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California. Grantee understands and agrees to waive its rights under California Code of Civil Procedure Section 395 et. al. and agrees to have any dispute pertaining to this Agreement decided in the jurisdiction of courts Alameda County.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates specified herein.

Witness:

Agency: East Bay Regional Communications System Authority (EBRCSA)

Contact : Tom McCarthy

Contact Phone #: 925-803-7802

Rank/Position: Executive Director

Email: tmccarthy@acgov.org

Date: _____

Signature _____

Agency: City of Oakland

Contact: Jestin Johnson

Contact Ph #: _____

Rank/Position: City Administrator

Email: jdjohnson@oaklandca.gov

Date: _____

Signature _____

Agency: City of Oakland Police Department

Contact: Assistant Chief Trevelyon Jones

Contact Ph #: _____

Rank/Position: Assistant Chief

Email: tjones@oaklandca.gov

Date: _____

Signature _____

Agency: California Highway Patrol

Contact: Chief D. Jenkins

Contact Ph #: (916) 843-4000

Rank/Position: Chief, Information Management Division

Email: DJenkins@chp.ca.gov

Date: 02/07/2024

Signature _____

ATTACHMENT A

Authorized Talk Groups for Programming

Talkgroup_ID	Talkgroup ID (Hex)	Controlling Agency	Talkgroup_Name_Short	Talkgroup_Name_Long
3405	0D4D	Oakland PD	OPD PAT1	OPD PATROL 1
3406	0D4E	Oakland PD	OPD PAT2	OPD PATROL 2
3407	0D4F	Oakland PD	OPD PAT3	OPD PATROL 3
3408	0D50	Oakland PD	OPD PAT4	OPD PATROL 4
3409	0D51	Oakland PD	OPDPAT5	OPD PATROL 5
3418	0D5A	Oakland PD	OPD TAC1	OPD TAC 1
3419	0D5B	Oakland PD	OPD TAC2	OPD TAC 2
3420	0D5C	Oakland PD	OPD TAC3	OPD TAC 3
3421	0D5D	Oakland PD	OPD TAC4	OPD TAC 4
3430	0D66	Oakland PD	OPD SRS1	OPD SRS 1
3431	0D67	Oakland PD	OPD SRS2	OPD SRS 2
3432	0D68	Oakland PD	OPD SRS3	OPD SRS 3

3433	0D69	Oakland PD	OPD SRS4	OPD SRS 4
3434	0D6A	Oakland PD	OPD SRS5	OPD SRS 5
3437	0D6D	Oakland PD	OPDCRWD1	OPD CROWD 1
3438	0D6E	Oakland PD	OPDCRWD2	OPD CROWD 2

