

MULTI-AGENCY POLICING AGREEMENT AMONG  
CITY OF OAKLAND POLICE DEPARTMENT, BERKELEY UNIVERSITY OF CALIFORNIA  
POLICE DEPARTMENT, EAST BAY REGIONAL PARK DISTRICT, CITY OF BERKELEY  
POLICE DEPARTMENT, **CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT, EAST BAY**  
MUNICIPAL UTILITIES DISTRICT, and CITY OF ORINDA

I. INTRODUCTION

This agreement is intended to enable all peace officer agencies along the length of Grizzly Peak Boulevard in Alameda and Contra Costa Counties to work together to efficiently and effectively provide public safety services throughout Grizzly Peak Boulevard. All agencies agree to adopt the primary patrol authorities as outlined below.

This agreement shall not be interpreted as a restriction on the authorities granted by law to any agency, nor is it intended to interfere with the fulfillment of any **agency's other duties**, policies and mandates. Pursuant to the Mutual Aid and Jurisdictional Consent agreements of the Alameda and Contra Costa **County Chiefs of Police and Sheriff's Association**, all agencies recognize the ability of officers from the others to exercise peace officer powers and to enforce state and local laws in a manner consistent with applicable law and policy throughout the state.

In addition, this agreement is not intended to define property boundaries for purposes of determining legal ownership of real property, nor does it transfer or confer ownership rights or responsibilities of real property from or to any party.

II. DEFINITIONS

Concurrent authority – When more than one government agency borders the same geographic area along Grizzly Peak Boulevard as noted in the Grizzly Peak Responsibility Map, appended as Attachment A.

Grizzly Peak Responsibility Map – Defines the areas in which each agency agrees to take on primary public safety services responsibilities, appended as Attachment A and electronically here:

<https://oakgis.maps.arcgis.com/apps/View/index.html?appid=cd4d5586040e4371b26c31b23db68c01>

Primary jurisdiction – Color coded areas on Attachment A that define the geographical limits within which each agency agrees to take the lead on providing one or more public safety services relevant to a particular location, operation or issue.

Public safety services – Refers to the provision of law enforcement, fire safety, emergency medical response and parking enforcement services.

III. CITY OF OAKLAND PRIMARY JURISDICTION

For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Oakland agrees to accept primary jurisdiction responsibility as follows:

- A. Grizzly Peak Boulevard, all areas that are color coded Red, including turnouts, in Attachment A, 35 feet from the center line of Grizzly Peak Boulevard in either direction; and
- B. All agencies to this Agreement retain the authority to provide initial or supplementary **public safety services and enforcement within the City of Oakland's primary jurisdiction**, but discovered or reported crimes requiring significant follow-up investigation should be turned over to OPD unless otherwise mutually agreed.
- C. All agencies to this Agreement may **enforce the City of Oakland's Municipal Code** parking misdemeanors and infractions by issuing tickets and requesting tows when appropriate along the sections of Grizzly Peak Boulevard for which Oakland is assuming primary jurisdiction.

#### IV. CONTRA COSTA COUNTY PRIMARY JURISDICTION

For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the County of Contra Costa agrees to accept primary jurisdiction responsibility as follows:

- A. Grizzly Peak Boulevard, all areas that are color coded Orange, including turnouts in Attachment A, 35 feet from the center line of Grizzly Peak Boulevard in either direction; and
- B. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the County of Contra Costa's **primary jurisdiction**, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the County of Contra Costa unless otherwise mutually agreed.

#### V. AGENCIES WITH CONCURRENT OR ADJACENT JURISDICTION TO GRIZZLY PEAK BOULEVARD

- A. University of California, Berkeley (UCPD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the UCPD, Berkeley agrees to accept primary jurisdiction responsibility as follows:
  - 1. All areas adjacent to Grizzly Peak Boulevard that are color coded Periwinkle Blue on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  - 2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the UCPD's **primary jurisdiction**, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the UCPD unless otherwise mutually agreed.

- B. East Bay Regional Park District (EBRPD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the EBRPD agrees to accept primary jurisdiction responsibility as follows:
1. All areas adjacent to Grizzly Peak Boulevard that are color coded Dark Green on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the EBRPD's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the EBRPD unless otherwise mutually agreed.
- C. East Bay Municipal Utilities District (EBMUD): For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Oakland agrees to accept primary jurisdiction responsibility as follows:
1. All areas adjacent to Grizzly Peak Boulevard that are color coded Light Green in Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the EBMUD's primary jurisdiction, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the EBMUD unless otherwise mutually agreed.
- D. City of Berkeley: For the purpose of providing effective and appropriate public safety services along Grizzly Peak Boulevard, it is recognized the City of Berkeley agrees to accept primary jurisdiction responsibility as follows:
1. All areas adjacent to Grizzly Peak Boulevard that are color coded Salmon on Attachment A, starting at 35 feet from the center line of Grizzly Peak Boulevard and beyond; and
  2. All agencies to this Agreement retain the authority to provide initial or supplementary public safety services and enforcement within the City of Berkeley's **primary jurisdiction**, but discovered or reported crimes requiring significant follow-up investigation should be turned over to the City of Berkeley unless otherwise mutually agreed.

#### VI. RED FLAG ALERTS

- A. All agencies agree to share Red Flag warnings with each other as soon as practically possible by providing notice to all parties as provided in Section X, below.
- B. All agencies agree to work together when Red Flag Alerts are issued in the area which includes Grizzly Peak Boulevard.

- C. At a minimum, each agency may dedicate at least one patrol officer to patrol the length of Grizzly Peak Boulevard.

VII. JURISDICTIONAL CONFLICT RESOLUTION

- A. If representatives of any agency become aware of an incident at a location where their agencies have concurrent jurisdiction and are not able to determine which agency has primary jurisdiction, the agency which discovered or was first notified of the incident should retain the responsibility to provide any law enforcement and/or other necessary public safety services until such time that the appropriate disposition is agreed upon. However, in making this determination, consideration should also be **given to the nature of the incident and each agency's available resources.**

VIII. AGENCY DUTIES

- A. Agencies shall inform all patrol officers, dispatchers and other employees who accept or assign calls for service about the terms of this agreement and update existing procedures, protocols and training content accordingly.
- B. Agencies shall keep a copy of the most current revision of this agreement in a location accessible to all patrol officers, dispatchers and other employees who accept or assign calls for service, and immediately available to those at the rank of Sergeant or higher.

IX. HISTORY, AMENDMENTS & TERMINATIONS

This is the first version of a written jurisdictional agreement between the agencies and signatories to this Agreement.

This agreement should be reviewed regularly and as-needed to determine if it should be adjusted to better meet the needs of the public and each agency.

**Any agency may terminate their participation in this Agreement with 30 days' written notice to all other agencies, as provided below.**

X. NOTICE

All notices called for in this Agreement shall be directed to the following personnel:

OPD: Name_____	UCPD: Name_____	CoCoCo Sheriff: Name_____
Title_____	Title_____	Title_____
Phone_____	Phone_____	Phone_____
Email_____	Email_____	Email_____
Berkeley: Name_____	EPRPD: Name_____	EBMUD: Name_____

Title_____	Title_____	Title_____
Phone_____	Phone_____	Phone_____
Email_____	Email_____	Email_____
Orinda: Name_____		
Title_____		
Phone_____		
Email_____		

XI. AUTHORIZATION

We, the undersigned, as authorized representatives of our respective organizations, hereby approve this agreement as of the date below. This agreement will remain in effect until mutually amended, revised or terminated in writing.

CITY OF OAKLAND:  _____ City Administrator                      Date  _____ Chief of Police                              Date  _____ City Attorney                                Date	BERKELEY UNIVERSITY OF CALIFORNIA:  _____ Chancellor                                  Date  _____ Chief of Police                                Date  _____ Office of Legal Affairs                      Date
CONTRA COSTA COUNTY SHERIFF:  _____ County Administrator                      Date  _____ Sheriff    Date  _____ County Counsel                                Date	EAST BAY MUNICIPAL UTILITIES DISTRICT:  _____ General Manager                              Date  _____ Chief of Police                                Date

	General Counsel	Date
CITY OF BERKELEY:	EAST BAY REGIONAL PARK DISTRICT:	
_____ City Manager	_____ Date	_____ Date
_____ Chief of Police	_____ Date	_____ Date
_____ City Attorney	_____ Date	_____ Date
CITY OF ORINDA:		
_____ City Manager	_____ Date	
_____ Chief of Police	_____ Date	
_____ City Attorney	_____ Date	