Radio Interoperability Agreement Between the San Leandro Police Department and the San Leandro Unified School District

The City of San Leandro ("Grantor" or the "City") and the San Leandro Unified School District ("Grantee" or the "District") enter into this Radio Interoperability Agreement (this "Agreement") dated _____, by which the San Leandro Police Department provides to the District permission to operate on the San Leandro Police Department'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 the parties, and shall remain in effect until _____, unless extended by the parties or terminated in accordance with the terms and conditions contained in this Agreement.

2. Purpose. This Agreement is for the purpose of radio interoperability required at school sites to allow District personnel to communicate with Dispatch Center employees of the San Leandro Police Department during emergency situations.

3. Authorized Personnel. Only Grantee's personnel are authorized to use the programmed radios and transmit on the EBRCSA talk group(s) assigned to the San Leandro Police Department under this Agreement. Grantee shall not allow any unauthorized personnel to utilize EBRCSA/San Leandro Police Department talk groups or channels.

4. Authorized Use. Grantee's authorized personnel may use the EBRCSA/San Leandro Police Department talk group(s) and channel(s) once radio protocol training has been completed. Authorized talk group(s) and channel(s) use is authorized as follows: (1) during extreme emergency situations where the safety of District staff is in imminent jeopardy, and (2) when working with employees of the San Leandro Police Department or during joint operations at the request and approval of both parties. With the prior approval of EBRCSA, Grantee may also use the EBRCSA/San Leandro Police Department talk group(s) and channel(s) for training purposes on joint trainings with the San Leandro Police Department. The Grantee is a member of EBRCSA, therefore there will be no charge to Grantee for the access to the EBRCSA/San Leandro Police Department talk group(s) 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 group(s) listed in Attachment "A" as approved by the Grantor.

6. 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 the talk group(s) on Grantor's 700MHz Interoperability System.

7. Radio System Maintenance and Upgrades. Grantor may perform periodic system upgrades and/or decommission parts of the radio systems. Grantor will make its 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.

8. 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 pursuant to this Agreement.

9. Radio Identification Sheet. Grantee shall provide the Radio Shops or authorized EBRCSA programming entity identified in Section 8 of this Agreement with a completed Radio Identification Sheet for each District 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. When the personnel Grantee has assigned a programmed radio pursuant to 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 Grantee shall provide updated information to the authorized personnel currently assigned to the radio.

10. Radio Limit. This Agreement authorizes Grantee to configure up to a maximum of fifteen (15) radios for use on the EBRCSA channel(s) assigned to the District.

11. Lost or Stolen Radio. In the event a radio programmed for access to the EBRCSA channel(s) is lost or stolen, Grantee shall immediately, and in any event no later than within 24 hours, contact the EBRCSA and inform EBRCSA of the six or eight-digit radio numbers assigned to the lost or stolen radio for deactivation from the system. If the radio is subsequently found, Grantee shall notify the Grantor and the radio may be enabled again for operations on the EBRCSA system.

12. Radio Identification. When the Radio Shops or authorized EBRCSA programming entity programs a radio for Grantee, it 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.

13. 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.

14. Communications Over the Radio. Grantee agrees that its personnel will use plain speech when communicating on EBRCSA/San Leandro Police Department talk groups assigned to the San Leandro Police Department. In the event of inappropriate language or behavior, or misuse of the radio system by any of the Grantee’s personnel, Grantor may immediately 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.

15. Disabling Radios. Grantor may disable 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 in any way interferes with the Grantor’s communications.

16. Access to EBRCSA Records. If Grantee seeks access to EBRCSA records regarding radio transmissions, it shall submit a written request to the EBRCSA Custodian of Records. The request shall specify the CAD or incident number (if known). The request shall be submitted to the San Leandro Police Department Custodian of Records, to include the date and location of the incident, and the name, job classification, phone number and address of the District employee submitting the request. The request shall also confirm that the employee submitting the request is authorized to obtain the records sought. The District agrees to treat all un-redacted material as confidential and to use any records it obtains only for official District purposes in accordance with all applicable state and federal statutes.

17. 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:
San Leandro Police Department
Attention: Jeff Tudor, Chief
901 East 14th Street
San Leandro, CA 94577

To:
San Leandro Unified School District
Attention: Michael McLaughlin, Ed. D., Superintendent
835 East 14th Street
San Leandro, CA 94577

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 18 by written notice to the other parties.

18. 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.

19. Indemnification. Grantee shall indemnify and hold harmless and defend EBRCSA and Grantor and their officers, agents and employees from any and all loss, cost, damage, injury, liability, and claims arising directly or indirectly from Grantee's use of EBRCSA/Grantor radio channel(s) and systems under this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of EBRCSA/Grantor and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Grantee or its personnel or agents. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and costs of investigating any claims against the EBRCSA/Grantor.

20. 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.

21. 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.

22. Proprietary or Confidential Information of EBRCSA/Grantor and Third Parties. Grantee understands and agrees that in accessing and using the EBRCSA/Grantor talk group(s) and channel(s) under this Agreement, Grantee may have access to private or confidential information that may be owned or controlled by EBRCSA or the Grantor or to which EBRCSA or the Grantor 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 Grantor or to third parties. Grantee agrees that all information disclosed by EBRCSA or the Grantor 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. Grantee shall provide an operational procedures agreement to establish radio protocol prior to implementation of the deployment.

23. 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.

24. 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 15 of this Agreement.

25. 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 23 and Section 24 of this Agreement.

26. 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.

27. 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 within 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: The City of San Leandro
Contact: Jeff Kay, City Manager
Contact Phone #: 510-577-3319
Rank/Position: City Manager
Email: jkay@sanleandro.org
Date:_____
Signature_____

Agency: San Leandro Unified School District
Contact: Michael McLaughlin, Ed. D., Superintendent
Contact Phone #: 510-667-3500
Rank/Position: Superintendent
Email: mmclaughlin@slusd.us
Date:_____
Signature_____

ATTACHMENT A

Authorized Talk Groups for Programming

Talkgroup_ID	Talkgroup ID (Hex)	Controlling Agency	Talkgroup_Name_Short	Talkgroup_Name_Long

ATTACHMENT B

Radio Identification Sheet

Owner: San Leandro Unified School District

Radio Brand:_____
Radio Serial #: _____
Call Sign: _____
Agent Assigned: _____
Last First M.I.
Agent Badge Number: _____
To be completed by Authorized EBRCSA Programming Entity - Radio Shop

Date programmed on 700MHz Interoperability System:
_____
Radio ID #: _____
Radio Alias: _____

24/7 POC for any issues with this Unit is required.
Name: _____
Email: _____
Phone#: _____

(Attach a Radio Identification Sheet for each radio)
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