

**RESOLUTION NO. 4070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING AND AUTHORIZING THE POLICE CHIEF TO ENTER INTO A  
POLICE FREQUENCY INTEROPERABILITY AGREEMENT WITH THE  
CALIFORNIA HIGHWAY PATROL**

**WHEREAS**, the California Highway Patrol has developed, designed, and implemented throughout the State of California nine (9) mobile command posts as part of its disaster preparedness plan; and

**WHEREAS**, the California Highway Patrol is now capable of interoperability with local, state, and federal agencies and requires a formal interoperability agreement with the City of Soledad seeking police frequency access; and

**WHEREAS**, Police Chief Richard Cox is recommending that the Council approve the proposed Agreement and authorize him to execute the same on behalf of the City of Soledad.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the Council approves the "Police Frequency Interoperability Agreement," subject to minor modification and subsequent approval by the City Attorney, a copy of which is attached hereto as Exhibit "A," and by this reference incorporated herein, and authorizes the Police Chief to enter into said Agreement on behalf of the City with the California Highway Patrol.


**PASSED AND ADOPTED** by the City Council of the City of Soledad at a special meeting duly held on the 29th day of August 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

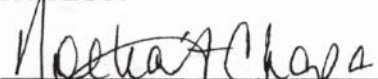
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

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*Memorandum of Understanding and Frequency Use Agreement*

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D. Full deactivation of the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM shall be a joint decision by the involved participating agencies.

E. All personnel broadcasting on the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM will use plain spoken English. The use of radio codes, acronyms, and abbreviations, should be avoided as they have different meanings for different agencies. Due to agency terminology differences in use of plain text of words such as "Help", "Assistance", "Repeat", and "Back-up", the use of these words shall be followed by a brief description of why the above is needed (*i.e.*, officer requesting assistance with traffic control, etc.). The use of the word "Help" should be avoided unless it is being used in the universal context in a life-threatening incident.

F. Due to the fact the various radio frequencies used in the system may be monitored by the general public, only non-classified information may be relayed over the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM. Any confidential or classified communications shall be made through other secure means.

G. The CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM may be activated or used for emergency joint agency incidents. However, it may also be used for planned joint agency tactical operations, large public events, joint training exercises, and planned system testing. The type and priority of incidents are as follows:

- Priority 1: Disaster and extreme emergency operations.
- Priority 2: Emergency or urgent operations involving imminent danger to the safety of life and property.
- Priority 3: Special event control activities, generally of a pre-planned nature, and generally involving joint participation of two or more agencies.
- Priority 3a: Drills, tests, and exercises.

These priorities conform to the State Office of Emergency Services (OES) CLEMARS mutual aid plan. Priority 4 level communications (single agency secondary communications) are not authorized by this MOU/FUA, and are not a planned use of the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM.

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H. A request to participate in the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM is not a request to transfer incident command responsibility.

I. The CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM could be used for Homeland Security or other related incidents. It shall be the policy of the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM for the participants not to release the radio frequencies, CTCSS codes, channel plan, and other information related to the system. No system information shall be released to the media or other entities, public or private. Exception: anyone involved with the direct maintenance or repair of the participating agency's radio equipment. This information shall be provided to service technicians on a "need to know" basis only. Failure to safeguard the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM information may be cause for suspension or cancellation of this MOU/FUA with the offending agency.

#### **PROCEDURES**

As previously stated in this document, the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM is intended for use when immediate information will enhance the safety or effectiveness of personnel dealing with an incident. It is not to be used to deliver mundane or routine information. The CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM may be requested, if needed, to allow voice communications between each participating agency's command personnel dealing with an incident. Specific procedures will be defined in the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM Operations Manual.

#### **MAINTENANCE**

Each participating agency is responsible for the maintenance and programming needs of their respective hardware and software provided to the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM for their agency, if applicable. All participating agencies shall be responsible for their own connection maintenance costs, if applicable.

For uniformity of identification in radio displays, radio frequencies in each band will be labeled as specified in the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM Operations Manual.

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### Organizational Structure

- A. There is an Operational Committee representing all participating agencies.
- B. The Commander of the CHP, Telecommunications Section, will assume the duties of System Coordinator for the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM. The System Coordinator will coordinate and maintain copies of original Memorandums of Understanding for this system and the associated communications agreements for the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM. The System Coordinator can be reached at CHP, Telecommunications Section, 860 Stillwater Road, West Sacramento, CA 95605, (916) 375-2901.
- C. The System Coordinator will forward any complaints, concerns, or proposed changes to the Operational Committee, for review and appropriate action.

### FREQUENCY USE AGREEMENT

This MOU/FUA, entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, between the State of California, acting through the California Highway Patrol, hereinafter called the State, and \_\_\_\_\_ hereinafter called \_\_\_\_\_ in cooperation and participation with the RADIO COMMUNICATIONS INTEROPERABILITY PROJECT.

1. \_\_\_\_\_ agrees to acquire, if applicable, at its own expense, radio communications equipment meeting the specifications established by the State to operate on the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM and to operate and maintain such equipment as provided in paragraphs 2 and 3 following.
2. The equipment referred to in paragraph 1, unless provided by the California Highway Patrol, shall be and remain the property of the RRV, but the State shall be the licensee thereof, pursuant to the Federal Communications Commission, and all applications to the Federal Communications Commission for construction permits and licenses or for authority to add to or modify station licenses shall be made by and in the name of the State.
3. Each party herein authorizes the other to operate said equipment by its law enforcement officers, or such regularly employed and salaried assistants as they

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may designate. The above equipment will be operated only during emergency or disaster situations and for periodic operational tests, or in accordance with the provisions of this MOU/FUA.

4. All parties agree to operate and maintain said equipment in accordance with the Rules and Regulations of the Federal Communications Commission and the operating procedures established by the State. In the event of any violation by either party of such rules and regulations, or of any other law respecting the operation of said equipment, this MOU/FUA may be terminated at any time.

5. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that each party is to have actual operating control of said equipment, the parties agree to indemnify each other and its officers and employees against any and all liability rising out of the performance of this MOU/FUA which may be imposed on the State by any law, including Section 895.4 of the Government Code.

6. The term of this MOU/FUA commences \_\_\_\_\_, 2007, and shall be concurrent with that of the Federal Communications Commission license to be issued to the State in respect to said equipment subject to termination by either party hereto upon seven days written notice to the other.

7. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, registered and postage prepaid and addressed as follows:

TO: STATE OF CALIFORNIA  
Department of California Highway Patrol  
P.O. Box 942898  
Sacramento, CA 94298-0001; and

The address to which notices shall be sent may be changed by written notice given by such party to the other. Nothing herein contained shall preclude the giving of any such notice by personal service.

8. It is mutually agreed and understood that no alterations or variations of the terms of this MOU/FUA shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

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9. This agency authorizes the programming of the following frequency(ies) for the CHP COASTAL DIVISION RRV COMMUNICATIONS PLATFORM project:

Display Name \_\_\_\_\_ Transmit \_\_\_\_\_ Receive \_\_\_\_\_ CTCSS Code \_\_\_\_\_

Display Name \_\_\_\_\_ Transmit \_\_\_\_\_ Receive \_\_\_\_\_ CTCSS Code \_\_\_\_\_

Display Name \_\_\_\_\_ Transmit \_\_\_\_\_ Receive \_\_\_\_\_ CTCSS Code \_\_\_\_\_

10. This agency must provide and maintain a current copy of the Federal Communications Commission license, form #574-L, for the aforementioned frequency(ies) to the System Coordinator.

**AGREEMENT OF PUBLIC SAFETY AGENCY**

Federal, State, or Local agencies may participate in the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM by signature of agreement by the department head or designee, on this MOU/FUA. The System Coordinator will notify all other participating agencies of any new member agencies.

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**REVISIONS**

This MOU/FUA may be revised or amended at any time by mutual agreement of participating agencies. Any participating agency may terminate their participation by giving written notice to the System Coordinator. The System Coordinator will notify all other participating agencies of the withdrawal.

The \_\_\_\_\_ agrees to this  
AGENCY

Memorandum \_\_\_\_\_ of Understanding and Frequency  
Use Agreement, and will conform to its policies and procedures.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE TITLE DATE

\_\_\_\_\_  
PRINT DEPARTMENT HEAD NAME

\_\_\_\_\_  
DESIGNEE SIGNATURE

\_\_\_\_\_  
PRINT DESIGNEE NAME

\_\_\_\_\_  
AGENCY ADDRESS  
TELEPHONE

\_\_\_\_\_  
AGENCY 24 hour contact ADDRESS TELEPHONE E-MAIL

**RADIO COMMUNICATIONS INTEROPERABILITY AGREEMENT****MEMORANDUM OF UNDERSTANDING AND FREQUENCY USE AGREEMENT  
BETWEEN PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES  
FOR RADIO COMMUNICATIONS**

This Memorandum of Understanding and Frequency Use Agreement (MOU/FUA) between the California Highway Patrol (CHP) and participating Federal, State, and Local agencies establishes policy and procedures for the activation, use, and deactivation of an interoperable radio communication system. This system will be known as the CHP COASTAL DIVISION'S RAPID RESPONSE VEHICLE (RRV) COMMUNICATIONS PLATFORM.

**PURPOSE**

The purpose of the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM is to allow direct voice communication between participating agencies in dealing with both short term (organized protests, pursuits or criminal apprehensions, fires, evacuations, etc.) and long term incidents (major disaster, large scale fires and floods, civil disturbances, terrorist incidents, etc.). The CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM cross-connects different radio channels over various radio frequency bands which will enhance the safety of participating agencies through real time, field unit-to-unit, and direct voice communication interoperability.

**SCOPE**

A "participating agency" shall be defined as any local, state, or federal agency that has read, agreed, signed, and will abide by this MOU/FUA.

**POLICY**

- A. Any participating agency may request the activation of the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM. These personnel will be held accountable for radio discipline by their respective agencies.
- B. Each agency will assign the appropriate access channel for their agency that will be linked to the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM. For agencies participating in specific incidents, each affected communications center, where applicable, shall monitor the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM to ensure requested resources are provided, as well as compliance with this agreement and other policies.
- C. During an incident, any participating agency may deactivate their participation for their respective agency, based on operational needs. Notice to other agencies on the CHP COASTAL DIVISION'S RRV COMMUNICATIONS PLATFORM will be given when participation is deactivated.

Exhibit     "A"