



CALAW Application
California Law Enforcement Mutual Aid Radio Systems



APPLICATION

NCIC Number _____

Department/Jurisdiction/Agency _____

Mailing Address _____

City _____ **County** _____ **State** _____ **Zip** _____

Physical Address _____
(If different)

City _____ **County** _____ **State** _____ **Zip** _____

Contact Name _____

Title _____

Phone Number _____ **Ext.** _____ **Fax Number** _____

Email _____ **Cell Number** _____

Enter the name and contact information of the person who is authorized to sign on behalf of the Jurisdiction.

Contact Name _____

Title _____

Phone Number _____ **Ext.** _____ **Fax Number** _____

Email _____ **Cell Number** _____



CALAW Agreement



This Agreement is entered into on the _____ at Mather, California, between the California Governor's Office of Emergency Services, hereinafter called Cal OES, and

hereinafter called Jurisdiction.

1. Jurisdiction is a city, county, state agency, or special district that is a signatory to the California Disaster and Civil Defense Master Mutual Aid Agreement, and is a California recognized law enforcement agency, with personnel that are categorized as peace officers under California law.
2. Jurisdiction agrees to acquire at its own expense radio communications equipment meeting specifications established by Cal OES to operate on the following Police Service frequency(ies)

and to operate and maintain such equipment as provided in the CALAW Plan and this Agreement.

3. The equipment referred to will remain the property of the Jurisdiction, but the State of California will be the licensee thereof, pursuant to the Federal Communications Commission, hereinafter called FCC. All applications to the FCC for construction permits and licenses, or for authority to add to or modify station licenses will be made by and in the name of the State of California.
4. Cal OES, on behalf of the State of California, hereby authorizes the Jurisdiction's chief law enforcement administrator and his or her authorized employees and registered volunteers to operate said equipment in the course of official business.
5. Jurisdiction agrees to operate all equipment in accordance with Rules and Regulations of the FCC and operating procedures established by Cal OES.
6. Jurisdiction agrees to perform an annual frequency-deviation check of equipment covered by this Agreement and that Cal OES shall incur no costs for this test.
7. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that Jurisdiction is to have the actual operating control of said equipment and frequency usage, the Jurisdiction agrees to indemnify Cal OES, the State of California, State, its officers and employees against any and all liability arising out of the performance of this Agreement which may be imposed on State by any law, including Section 895.2 of the Government Code.
8. All notices shall be deemed to have been fully given when in writing and deposited in the United States Mail, registered and postage prepaid, addressed as follows: California Governor's Office of Emergency Services, 3650 Schriever Avenue, Mather California 95655, and to Jurisdiction at:

Nothing herein contained will preclude the giving of any such notice by personal service.



CALAW Agreement



9. Jurisdictions shall only authorize non-participating agency to use of CALAW under special circumstances and only to conduct law enforcement mutual aid operations in conjunction with the participating agency and limited to the time period necessary to conduct the special law enforcement activity. Any non-participating agency authorized for this special limited usage of CALAW, shall also be subject to the terms of this agreement.
10. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein will be binding on any of the parties hereto.
11. The term of this Agreement shall be concurrent with that of the FCC license to be issued to the State of California in respect to said equipment and frequencies, unless terminated by either party with 30 days written notice. Cal OES may terminate this agreement immediately for any violation of the terms and conditions of this agreement.
12. This Agreement is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable by third parties at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

By my signature below, I am indicating that I fully understand the terms and conditions of this agreement, and that I am authorized to sign such agreements for my jurisdictions.

California Governor's Office of Emergency Services, By:

Signature

Name

Title

Jurisdiction, By

Signature

Name

Title