

**JOINT FUNDING AGREEMENT FOR PREFUNDING UASI GRANT FOR CONSTRUCTION
OF INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM PLATFORM**

THIS JOINT FUNDING AGREEMENT (“Agreement”) is made by and between the CITY OF GARDENA, a municipality, the CITY OF MANHATTAN BEACH, a municipality, the CITY OF HAWTHORNE, a municipality, and the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY, a Joint Powers Authority, collectively referred to as the “Parties”.

RECITALS

WHEREAS, the South Bay Regional Public Communications Authority (“Authority”) has been formed to develop and operate a consolidated, regional, computer-assisted dispatch operation to serve the needs of its member public agencies;

WHEREAS, the Cities of Gardena, Manhattan Beach, and Hawthorne are member agencies of the Authority;

WHEREAS, the Authority intends to develop a platform to enable it to migrate to an Interagency Communications Interoperability System (“ICIS”) and has received a proposal from Motorola to build out that platform (the “Project”);

WHEREAS, the Authority has been selected as a sub-recipient for receipt of five million dollars (\$5,000,000.00) in 2011 Urban Area Security Initiative (“UASI”) grant funds for development, installation and implementation of the ICIS platform;

WHEREAS, the UASI grant is a reimbursement grant that requires the Authority to provide the funds up front for completion of the project, and to be reimbursed from grant funds only after completion;

WHEREAS, the Authority and its member cities desire to utilize the grant funds and are entering into this Agreement for the purpose of having the cities of Gardena, Manhattan Beach, and Hawthorne provide the up-front financing and then reimbursing those cities for the financing they each provide; and

WHEREAS, it is in the public interest that the Parties enter into this Agreement to finance the Project so that the grant funds can be utilized to reduce the ultimate overall cost of the Project to the Authority and its member cities.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Authority to Enter into this Agreement. Each Party warrants and represents the legal authority to enter into this Agreement.

2.0 Term. The term of this Agreement is effective and commences on January 1, 2016, and terminates upon the last to occur of (a) _____, 201_, or (b) thirty days after all of the Contributing Parties (defined in Section 3.0) are repaid in full.

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3.0 Costs. Within 15 calendar days following written request of the Authority made when necessary to pay Project costs, the following Parties (the “Contributing Parties”) will remit to the Authority the following percentage of the amount needed for payment of the Project costs:

- Gardena: 45% up to an aggregate total not to exceed \$2,250,000
- Hawthorne: 10% up to an aggregate total not to exceed \$500,000
- Manhattan Beach: 45% up to an aggregate total not to exceed \$2,250,000

4.0 Obligations of the Authority.

4.1 Upon receipt of any funds from the Contributing Parties under this Agreement, the Authority shall deposit the funds in a Project Account which Account shall be used only for the purpose of paying Project expenses.

4.2 The Authority will submit to the Parties the relevant portions of its written monthly unaudited financial statements and a monthly report regarding the implementation of the Project.

4.3 The Authority shall cause all actions and expenditures related to the Project to be made in compliance with all requirements of the UASI grant, such that the reimbursement of the contributions made by the Contributing Parties is not jeopardized.

4.4 The Authority shall provide the Contributing Parties with written documentation if the acquisition of sufficient alternative funding is secured such that continued funding by the Parties under this Agreement is no longer necessary for the implementation of the Project.

4.5 Upon Project completion the Authority shall perform all acts necessary to obtain reimbursement from the UASI grant funds. All such funds received shall be paid over to the Contributing Parties in the same percentage as their contributions were made, with each payment made on a pro rata basis

5.0 Contacts. The contact person for all matters and communications relating to this Agreement are as follows:

- For the Authority: Name, Title
Street address
City....Zip
- For Gardena: Mitchell G. Lansdell, City Manager
1700 W. 162nd Street
Gardena, CA 90247-3778
- For Hawthorne: Name, Title
Street address
City....Zip
- For Manhattan Beach: Mark Danaj, City Manager
1400 Highland Avenue
Manhattan Beach, CA 90266

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A Party will give prompt written notice to the other Parties of any change in their respective contact person or their contact information.

6.0 Notices. Any notice to be given under this Agreement must be in writing. The notice shall be deemed given when mailed, postage prepaid, or hand delivered, to the contact person specified in Section 5.0, or his or her successor.

7.0 Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the Parties. Any oral representations, modifications, or amendments concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by the party to be charged.

8.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No Party may assign any of its rights, nor delegate any of its duties, hereunder without the prior written consent of the other Parties.

9.0 Termination. A Contributing Party's funding commitment under this Agreement terminates only if: 1) Due to a failure of grant funds for any reason, funds will not be available to the Authority to fully reimburse the contributions; or 2) Authority receives funds for the implementation of the Project that fully replace the need for further Contributing Party payments.

10.0 Validity. The invalidity of any provision of this Agreement shall not affect any other provision, which shall remain in full force and effect. Nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

11.0 Right to Audit. The Contributing Parties shall have the right to audit, at any time and upon reasonable notice, the Authority's records and associated documents relating to this Agreement. Such right to audit shall be for the determination of the accuracy and validity of the Parties' funds provided to the Authority under this Agreement and for verifying compliance with other terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

CITY OF MANHATTAN BEACH

CITY OF GARDENA

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

CITY OF HAWTHORNE

**SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY**

By: _____

By: _____

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Name/Title: _____

Name/Title: _____

Date: _____

Date: _____