



## Joint Venture Agreement



This Joint Venture Agreement (“Agreement”), made on November 1, 2023 by and between the **California Public-Safety Radio Association, Inc.**, of 3410 La Sierra Ave., Suite F1185, Riverside, California 92503 and the **Northern California Association of Public-Safety Communications Officials**, of 6770 Stanford Ranch Rd., #1158, Roseville, California 95678. The parties are hereinafter sometimes referred together as the “Joint Venturers” or the “Parties” and individually as a “Joint Venturer” or “Party”.

The Parties wish to establish a Joint Venture business agreement for the purpose set forth below (the “Joint Venture”); and

The Parties wish to enter into an agreement to carry out the purpose of the Joint Venture and to define the respective rights and obligations of the Parties with respect to the Joint Venture.

Therefore, in consideration of the mutual promises, covenants, warranties and conditions herein, the Joint Venturers agree as follows:

**Name.** The parties hereby form and establish a Joint Venture to be conducted under the name of **The California APCO State Training Conference**, (hereinafter referred to as the “Joint Venture”) and or Doing Business as (DBA) **California APCO**. The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

**Place of Business & Term.** The principal place of business of the Joint Venture shall be located at 3410 La Sierra Ave., Suite F1185, Riverside, California 92503. The term of the Joint Venture shall commence on the execution date hereof and shall continue until December 31, 2028 provided, however, that the Joint Venture shall be dissolved prior to such date upon the approval of both parties and the payment or satisfaction of all debts of the Joint Venture.

**Purpose.** The Joint Venturers form this Joint Venture to: Form an agreement between the Northern California Chapter of APCO International and the Southern California Chapter of APCO International to form The California APCO State Training Conference, and doing business as (DBA) California APCO. To the extent set forth in this Agreement, each of the Joint Venturers shall own an undivided fractional



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part of the business. The Joint Venture shall not engage in any other business or activity without the written consent of the Joint Venturers.

**Capital.** Separate capital accounts shall be maintained for each Joint Venturer and shall consist of the sum of its contributions to the capital of the Joint Venture plus its share of the profits of the Joint Venture, less its share of any losses of the Joint Venture, and less any distributions to or withdrawals made by or attributed to it from the Joint Venture.

The initial contributions from each of the Joint Venturers, for the purpose of this Joint Venture, is the sum set after the name of each Joint Venturer as follows:

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| California Public-Safety Radio Association, Inc.                          | \$75,000.00 |
| Northern California Association of Public-Safety Communications Officials | \$75,000.00 |

The Joint Venturers shall make such other capital contributions required to enable the Joint Venture to carry out its purposes as set forth herein as the Joint Venturers may mutually agree upon. The Joint Venturers shall arrange for or provide any financing as may be required by the Joint Venture for carrying out the purposes of the Joint Venture. The terms and conditions of all such loans shall be subject to prior approval of the Joint Venturers. The Joint Venturers shall endorse, assume, or guarantee such obligations of the Joint Venture as the Joint Venturers may mutually agree upon.

**Percentage of Interest in the Joint Venture.** The respective percentage interest in the Joint Venture owned by each Joint Venturer, respectively, is as follows:

|                                                                           |     |
|---------------------------------------------------------------------------|-----|
| California Public-Safety Radio Association, Inc.                          | 50% |
| Northern California Association of Public-Safety Communications Officials | 50% |

**Profits.** The net profits as they accrue for the term of this Agreement, or so long as the Joint Venturers are the owners in common of the business interest, shall be distributed between the Joint Venturers, based on the respective percentage interest in the Joint Venture owned by each Joint Venturer as follows:

|                                                                           |     |
|---------------------------------------------------------------------------|-----|
| California Public-Safety Radio Association, Inc.                          | 50% |
| Northern California Association of Public-Safety Communications Officials | 50% |



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**Expenses of Venture.** All losses and disbursements in acquiring, holding and protecting the business interest and the net profits shall, during the period of the Venture, be paid by the Joint Venturers, in the ratio which the contribution of each Joint Venturer bears to the total contributions.

**Duties of Joint Venturers.** The duties of the Joint Venturers are: The California Public-Safety Radio Association (Southern California Chapter of APCO International) shall equally partner with the Northern California Association of Public-Safety Communications Officials (Northern California Chapter of APCO International) to hold an Annual State Training Conference. Both parties shall have equal oversight, management, and decision making of the Joint Venture.

**Joint Venture Management.** The Joint Venture shall provide for two Co-Chairs of the annual conference, one appointed from each Chapter, working as a unified team. Co-Chairs shall have equal oversight, management and decision making related to the conference regardless of location. If necessary, any unresolved issues, conflicts, or decisions shall be made by mutual agreement of the two currently serving Chapter Presidents who have ultimate overriding authority.

**Joint Venture Contracts.** Contracts required to facilitate the annual conference (facilities, food service, transportation, entertainment, etc.) shall be signed by both Co-Chairs of the conference, but such contracts may only be made with prior review and approval of the two current Chapter Presidents and the Finance Chair.

**Powers of Joint Venturers.** The following powers may be exercised only upon the consent of the Joint Venturers:

- (a) The power to borrow money on the general credit of the Joint Venture in any amount, or to create, assume, or incur any indebtedness (including contracts) to any person or entity;
- (b) The power to make loans in any amount, to guarantee obligations of any person or entity, or to make any other pledge of extension of credit;
- (c) The power to purchase or otherwise acquire any other property except in the ordinary course of business of the Joint Venture;
- (d) The power to sell, encumber, mortgage or refinance any loan or mortgage on any of the Joint Venture property;

(e) The power to confess any judgment against the Joint Venture, or to create, assume, incur or consent to any change (including any deed or trust, pledge, encumbrance or security interest of any kind) upon any property or assets of the Joint Venture.

(f) The power to spend any funds, or to make any other expenditure, except for routine day-to-day maintenance and operation of the Joint Venture.

**Confidential Information.** “Confidential Information” means nonpublic information that (a) the disclosing Party designates as confidential, or (b) information which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential information may include, without limitation, Technology, Technology Improvements, Derivative Works, Intellectual Property Rights, Marketing Materials, ideas, know-how, methods, formulae, processes, designs, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, computer programs or software, samples, studies, findings, data, reports, projections, lists or identities of customers, financial statements or other financial information, pricing information, cost and expense information, marketing plans, compositions of matter, discoveries, works of authorship (whether or not protected under copyright laws), information, algorithms, procedures, notes, summaries, descriptions, results and the like.

**Derivative Works.** “Derivative Works” means works that are based upon one or more pre-existing works, such as: for copyrightable or copyrighted material, any translation, portation, modifications, correction, addition, extension, upgrade, improvement, compilation, abridgment, revision or other form in which such material may be recast, transformed, or adapted.

**Intellectual Property Rights.** “Intellectual Property Rights” means any and all patent, copyright, trademark, trade secret, know-how, trade dress or other intellectual or industrial property rights or proprietary rights (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations, applications, and renewals thereof), whether existing now or in the future, whether worldwide or in individual countries or political subdivisions thereof, or regions, including, without limitation, the United States.

**Technology.** “Technology” means materials, packaging, products, know-how and methods of manufacturing thereof as provided by a Party herein, and including all Intellectual Property Rights embodied therein and any Derivative Works thereof. Technology further means, without limitation, any

designs, materials, methods, formulae, processes, technology, apparatus, devices, techniques, systems, flow charts, sketches, photographs, plans, drawings, specifications, proprietary information, know-how, samples, studies, findings, data, reports, projections, pricing information, cost and expense information, marketing plans, compositions of matter, works of authorship (whether or not protected under copyright laws), information, and know-how thereof.

### **Treatment of Proprietary and Confidential Information.**

1. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that; (a) is presently in the Receiving Party's possession, provided that such information has not been obtained for the Disclosing Party and that such possession can be demonstrated by the Receiving Party's written records; (b) is, or becomes, generally available to the public through no act or omission of the Receiving Party; (c) is received by the Receiving Party in written form from a third party having no binding obligation to keep such information confidential; or (d) is required to be disclosed by law, upon the advice of legal counsel.
2. Specific Confidential Information shall not be deemed to be available to the public or in the possession of the Receiving Party merely because it is embraced by more general information so available or in said Receiving Party's possession nor shall a combination or aggregation of features which form confidential information be deemed to be non-confidential merely because the individual features, without being combined or aggregated, are non-confidential.
3. Each of the Parties hereby agrees that all written or other tangible forms of Confidential Information (including any materials generated by the Receiving Party related to any Confidential Information) shall be and remain the property of its owner and shall be promptly returned to the owner upon the written request of the owner.
4. Neither the Agreement nor the disclosure of any information by the Disclosing Party shall be deemed to constitute by implication or otherwise, a vesting of any title or interest or grant of any license, immunity or other right to the Receiving Party with regard to the Confidential Information. Additionally, except as expressly provided in this Agreement, the execution of the Agreement shall not operate, directly or indirectly, to grant to either Party any rights.

5. Each Party warrants that it is the rightful owner of the Confidential Information to be disclosed under this Agreement and that it has the lawful right to make such disclosure.

6. In the event that the Receiving Party or any of its representatives are requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or government agency, the Receiving Party shall (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding the governmental request or requirements; (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow the request; (c) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (d) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Confidential Information that is required to be disclosed.

Because money damages may not be a sufficient remedy for any breach of this Section of the Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach of this Section. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Section of the Agreement by the Receiving Party; but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of litigation relating to the Agreement, if a court of competent jurisdiction determines that the Receiving Party has breached this Section of the Agreement, then the Receiving Party shall be liable and pay to the Disclosing Party the reasonable attorney's fees, court costs and other reasonable expenses of litigation, including any appeal therefrom. The Receiving Party further agrees to waive any requirement for the posing of a bond in connection with any such equitable relief.

**No Liability to Third Parties.** The debts, obligations and liabilities of either Joint Venturer, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of such Joint Venturer solely by reason of being a party to this Agreement or an equity holder of a Joint Venture Company.

**Insurance.** The parties to the Joint Venture shall obtain and maintain appropriate Event Cancellation Insurance to mitigate losses.



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**Deadlock.** In the event the Joint Venturers are divided on a material issue and cannot agree on the conduct of the business and affairs of the Joint Venture, then a deadlock between the Joint Venturers shall be deemed to have occurred. Upon the occurrence of a deadlock, one Joint Venturer (hereinafter referred to as the "Offeror") may elect to purchase the Joint Venture interest of the other Joint Venturer (hereinafter referred to as the "Offeree") at a price calculated as the Offeree's percentage interest in a total purchase price for all of the assets of the Joint Venture. The Offeror shall notify the Offeree in writing of the offer to purchase, stating the total purchase price for all of the assets of the Joint Venture, and the price offered for the Offeree's Joint Venture interest expressed as the Offeree's percentage interest in the Joint Venture assets multiplied by the total purchase price for all of the assets of the Joint Venture. The Offeree shall have the right to buy the interest of the Offeror at the designated price and terms, or to sell the Offeree's interest to the Offeror at the designated price and terms, whichever the Offeree may elect. The offer, when made by the Offeror, is irrevocable for thirty (30) days. The Offeree shall have ten (10) days from the receipt of such offer to make its election, that is, either to buy such interest of the offeror or to sell its own interest, which shall be made in writing executed by the Offeree and stating the nature of the election. A Joint Venturer which is obligated to purchase the interest of another Joint Venturer pursuant to the provisions hereof shall have twenty (20) days from the date of receipt of the written election from such other Joint Venturer to pay the designated price and satisfy the terms of such purchase. Should the Joint Venturer who has received an offer to sell or buy fail to make the election required herein in a timely fashion, then such non-responding party shall be deemed to have elected and agreed to sell or buy, as the case may be, according to the terms of the offer.

**Legal Title to the Joint Venture.** The Joint Venturers agree that the legal title to the Joint Venture property and assets, including the Joint Venture itself, shall remain in the name of the Joint Venture.

**Transfers of Joint Ventures' Interests.** Except as otherwise expressly permitted herein, no Joint Venturer may sell, transfer, assign or encumber its interest in the Joint Venture, or admit additional Joint Venturers, without the prior written consent of the other Joint Venturer. Any attempt to transfer or encumber any interest in the Joint Venture is a violation of this Section shall be null and void.

The obligations and Rights of Transferees are as follows;

- (a) Any person who acquires in any manner whatsoever any interest in the Joint Venture, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this





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Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such a person was subject or bound by;

- (b) The person acquiring an interest in the Joint Venture shall have only such rights, and shall be subject to all the obligations, as are set forth in this Agreement; and, without limiting the generality of the foregoing, such a person shall not have any right to have the value of its interest ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Joint Venture, except as herein set forth.

**Termination.** Upon the termination or dissolution of the Joint Venture, the Joint Venturers shall proceed to liquidate the Joint Venture, and all proceeds of such liquidation shall be applied and distributed in the manner set above according to the interest held by each party in the Joint Venture. A reasonable time shall be allowed for the orderly liquidation of the Joint Venture's assets in order to minimize losses normally attendant upon such liquidation.

**Force Majeure.** No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party of any of its obligations under this Agreement (including making a payment) is prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the Event.

**Notice.** Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt required. Mailed notices must be addressed to the addresses of the parties as they appear in the introductory paragraph of this Agreement. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of 30 calendar days after mailing.





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**Miscellaneous Partition.** The Joint Venturers hereby mutually waive any right of partition which they may have with respect to the Joint Venture and any noncash assets of the Joint Venture.

**Fees and Commissions.** Each Joint Venturer hereby represents and warrants to the other that it has not incurred or obligated the Joint Venture for any brokerage, finder's or other similar fees or commissions in connection with the transactions covered by this Agreement or in connection with acquiring the Joint Venture or forming this Joint Venture. Each Joint Venturer hereby agrees to indemnify and hold harmless the other from and against all liabilities, costs, damages and expenses from any breach or alleged breach of the forgoing representation.

**Waiver.** Failure on the part of either Joint Venturer to complain of any act of the other Joint Venturer or to declare the other Joint Venturer in default, irrespective of how long such failure continues, shall not constitute a waiver by such Joint Venturer of its rights hereunder. No waiver of, or consent to, any breach or default shall be deemed or construed to be a waiver of, or consent to, any future breach or default.

**Severability.** If any provision of this Agreement or the application thereof shall be determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement and the application of the other provisions herein contained shall not be affected thereby, and all such other provisions shall remain effective and in force and shall be enforced to the fullest extent permitted by law.

**Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Joint Venturers, successors and assigns.

**Duplicate Originals.** This Agreement may be executed in duplicate, with each such duplicate to be considered an original for all purposes.

**Construction of Agreement.** (a) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof. (b) As used herein, the word "person" shall include the individuals, corporations, partnerships and other entities of any type. In this Agreement, the use of any gender shall be applicable to all genders, and the singular shall include the plural, and the plural shall include the singular.



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**Other Activities of Joint Venturers.** Any Joint Venturer may engage in other business ventures of every nature and neither the Joint Venture nor the other Joint Venturer shall have any right in such independent ventures or the income and profits derived therefrom.

**Entire Agreement.** This Agreement is intended by the Joint Venturers to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made.

**Amendments.** This Agreement may be amended by the Parties hereto at any time prior; provided, however, that any amendment must be by an instrument or instruments in writing signed and delivered on behalf of each of the Parties hereto.

**Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of California without regard for conflicts of laws principles. Each Joint Venturer hereby expressly consents to the personal jurisdiction of the state and federal courts located in the State of California for any lawsuit filed there against any party to this Agreement by any other party to this Agreement concerning the Joint Venture or any matter arising from or relating to this Agreement.

In witness whereof, the Joint Venturers have signed and sealed this Agreement. Executed by the Joint Venturers named above with the intent of being legally bound.

By: \_\_\_\_\_  
California Public-Safety Radio Association, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Northern California Association of Public-Safety Communications Officials

Date: \_\_\_\_\_