

## **FUND TRADE AGREEMENT**

### **BETWEEN THE CITY OF DIAMOND BAR AND THE CITY OF COMMERCE, CALIFORNIA**

This Assignment Agreement is made and entered into this **12th day of August, 2025**, by and between the City of Diamond Bar, California (“Diamond Bar”) and the City of Commerce, California (“Commerce”) with respect to the following facts:

- A. Diamond Bar has uncommitted funding authority for its Fiscal Years 2025-26 allocation of Proposition "A" Local Return funds (“Prop A Funds”) that can be made available to Commerce to assist in providing the services discussed in Paragraph B below. Lomita is willing to assign its uncommitted Prop A Funds to Commerce for the purpose(s) identified in Paragraph B, in exchange for Commerce's assignment of the amount of its general funds indicated in Section I below.
- B. Commerce proposes to use Diamond Bar’s uncommitted Prop A Funds to provide ongoing transportation operation services (including fixed route, medi-ride, and recreation) to the residents of Commerce, and to fund specific eligible capital improvement projects. Adequate Prop A funding for such services is not currently available, given the limited amount of Commerce’s Local Return allocation.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

- 1. Exchange. Diamond Bar agrees to assign \$1,333,333 of its Fiscal Year 2025-26 Proposition “A” Local Return funding authority to Commerce. In return, Commerce agrees to assign \$1,000,000 of its general funds to Diamond Bar.
- 2. Consideration. Diamond Bar shall provide the agreed-upon Proposition "A" Local Return funds to Commerce in one lump sum payment. Commerce shall also provide the agreed-upon general funds to Diamond Bar in one lump sum payment. The lump sum payment by Commerce shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority (“LAMTA”) of Diamond Bar’s project description (Form A) covering the services discussed in Paragraph B.
- 3. Term. This Agreement is effective on the date first written above, and shall continue for the time necessary for both parties to complete their mutual obligations set forth herein.
- 4. Termination. This Agreement may be terminated with or without cause by either party upon five (5) days' written notice to the other party.

5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified or by written notice upon such party by certified mail deposited in the custody of the United States Postal Service addressed as follows:

CITY OF DIAMOND BAR  
350 Main Street  
Diamond Bar, CA 90245  
Attn: Jason Jacobsen, Director of Finance

CITY OF COMMERCE  
2535 Commerce Way  
Commerce, CA 90040  
Attn: Alvaro Castellon, Director of Finance

6. Assurances.

- a. Commerce shall use the assigned Proposition "A" Local Return funds only for the purpose of providing the services discussed in Paragraph B of this Agreement and within the time limits specified in LAMTA's Proposition "A" Local Return Program Guidelines.
- b. Concurrently with the execution of this Agreement, Commerce shall provide LAMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition "A" funds specified in the Guidelines regarding the use of the assigned Proposition "A" Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF DIAMOND BAR

CITY OF COMMERCE

By \_\_\_\_\_  
Dan Fox  
City Manager

By \_\_\_\_\_  
Ivan Altamirano  
Mayor

ATTEST:

\_\_\_\_\_  
Kristina Santana  
City Clerk

\_\_\_\_\_  
Lena Shumway  
City Clerk

Approved as to Form:

Approved as to Form:

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Omar Sandoval  
City Attorney

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Noel Tapia  
City Attorney