

FUND TRADE AGREEMENT

BETWEEN THE CITY OF LANCASTER AND THE CITY OF COMMERCE, CALIFORNIA

This Assignment Agreement is made and entered into this **17th day of July, 2018**, by and between the City of Lancaster, California ("Lancaster") and the City of Commerce, California ("Commerce") with respect to the following facts:

- A. Lancaster has uncommitted funding authority for its Fiscal Years 2018-19, 2019-20, and 2020-21 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. Lancaster is willing to assign its uncommitted Prop A Funds to Commerce for the purpose(s) identified in Paragraph B, in exchange for the assignment by Commerce of the amount of its general funds indicated in Section I below.
- B. Commerce proposes to use Lancaster'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 certain 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. Lancaster agrees to assign one million four hundred twenty-five thousand dollars (\$1,425,000) of its Fiscal Year 2018-19 Proposition "A" Local Return funding authority to Commerce. In return, Commerce agrees to assign nine hundred ninety-seven thousand five hundred dollars (\$997,500) of its general funds to Lancaster. This same exchange will also be conducted in Fiscal Years 2019-20 and 2020-21.
- 2. Consideration. Lancaster shall provide the agreed upon Proposition "A" Local Return funds to Commerce in one lump sum payment for each respective fiscal year. Commerce shall also provide the agreed-upon general funds to Lancaster in one lump sum payment for each respective fiscal year. The lump sum payment by Commerce shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority ("LAMTA") of Lancaster's project description FORM (Form A) covering the services discussed in Paragraph B.
- 3. Term. This Agreement is effective on the date first above written, and shall continue for such time as is 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 LANCASTER
44933 Fern Avenue
Lancaster, CA 93534
Attn: Pam Statsmann, Finance Director

CITY OF COMMERCE
2535 Commerce Way
Commerce, CA 90040
Attn: Edgar Cisneros, City Administrator

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 LANCASTER

CITY OF COMMERCE

By _____
Mark V. Bozigian
City Manager

By _____
Hugo A. Argumedo
Mayor

ATTEST:

Britt Avrit
City Clerk

Approved as to Form:

Lena Shumway
City Clerk

Approved as to Form:

Jocelyn Corbett
Assistant City Attorney

Noel Tapia
City Attorney