

**AGREEMENT BETWEEN THE
CITY OF LAWDALE AND THE CITY OF AGOURA HILLS
FOR UNUSED COMMUNITY DEVELOPMENT GRANT FUNDS**

This Agreement is made on this 16th day of July, 2007, by and between the City of Lawndale, a municipal corporation ("Lawndale"), and the City of Agoura Hills ("Agoura Hills"), a municipal corporation, to facilitate the exchange of Community Development Block Grant ("CDBG") funds between Lawndale and Agoura Hills for general revenue funds.

RECITALS

A. Agoura Hills and Lawndale have executed three-year cooperation agreements with the Community Development Commission of Los Angeles County ("Commission") concerning CDBG funds for Fiscal Years 2006-2007, 2007-2008, and 2008-2009.

B. Agoura Hills has unexpended CDBG funds, which could be made available to Lawndale in exchange for the assignment by Lawndale of the amount of its general funds indicated in Section 1 below. Agoura Hills is willing to assign unexpended CDBG funds to Lawndale.

C. Agoura Hills and Lawndale now desire to enter into an agreement under which Lawndale would exchange \$55,573 of its general funds for \$94,193 of Agoura Hills' unexpended CDBG funds for Fiscal Year 2007-08.

NOW, THEREFORE, the parties agree as follows:

1. **EXCHANGE.** Agoura Hills agrees to assign \$94,193 of its unexpended CDBG funds for Fiscal Year 2007-08 to Lawndale. In return, Lawndale agrees to assign \$55,573 of its general funds to Agoura Hills. The exchange rate is \$.59/100 per dollar of CDBG funds. The table below summarizes the amount(s) to be exchanged and any public service and/or administration authority to be transferred to Lawndale.

FY	Amount	Public Service Authority Received	Administrative Authority Received
FY 2007-08	\$94,193	\$ 14,128	\$ 9,419
Unallocated Balance	\$ 0		
Total	\$94,193	\$ 14,128	\$ 9,419

2. **CONSIDERATION.** Agoura Hills shall assign the agreed upon CDBG funds in one lump sum payment. Lawndale shall assign the agreed upon general funds to Agoura Hills in one lump sum payment. The lump sum payments shall be due and payable within thirty (30) days of final approval by the Board of Commissioners of the Commission.

3. **BEST EFFORTS.** Agoura Hills shall use its best efforts to obtain any consent required of any other governmental or administrative agency to effectuate the assignment of \$94,193 of its

CDBG funds to Lawndale. Agoura Hills agrees to execute any and all additional documents which such agencies may request in connection with the assignment and receipt of the grant.

4. **TERM.** The Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

5. **TERMINATION.** Termination of this Agreement may be made by either party, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to termination.

6. **NOTICE.** Notices shall be given pursuant to this Agreement by personal service on the party notified at the address listed below, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

If to Lawndale: City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Attention: City Manager

With copy to: Aleshire & Wynder
18881 Von Karman Avenue, Suite 400
Irvine, CA 92612
Attention: Tiffany J. Israel, Esq.

If to Agoura Hills: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Manager

With copy to: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Clerk

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Attention: City Manager¶
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line: 2"

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF AGOURA HILLS,
a municipal corporation

CITY OF LAWNSDALE,
a municipal corporation

Dan Kuperberg, Mayor

Harold E. Hofmann, Mayor

ATTEST:

ATTEST:

Kimberly Rodrigues, City Clerk

Paula Hartwill, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Craig Steele, City Attorney

Tiffany J. Israel, City Attorney