



**AGREEMENT  
BETWEEN  
LONG BEACH TRANSIT  
AND  
CITY OF LONG BEACH**

This agreement (“Agreement”) is entered into on **Month, XX, 2022** and is effective on July 1, 2022 by and between Long Beach Transit (“LBT”), a California public benefit non-profit corporation, and the City of Long Beach, a California municipal corporation (“City”), collectively referred to herein as “the Parties”.

RECITAL

1. The purpose of this Agreement is to provide transit access to eligible City employees, herein referred to as Belmont Shore employees, on LBT buses. The Parties agree that it will be to their mutual benefit for LBT to provide Belmont Shore employees LBT-sponsored boarding on LBT buses between **Friday, July 1, 2022 and Friday, September 30, 2022**, subject to the following terms and conditions.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **SCOPE OF SERVICES.** LBT shall allow Belmont Shore employees with LBT-issued passes to ride LBT buses. LBT shall determine the type and the level of service to be provided based on published LBT time tables. LBT and the Belmont Shore Business Association (“BSBA”) will provide outreach about said passes to Belmont Shore employees.
2. **IDENTIFICATION.** BSBA will determine eligibility for and will distribute said passes to Belmont Shore employees. Said passes must be produced to LBT operators to board and to ride LBT buses at no cost.
3. **BILLING FOR FIXED ROUTE TRANSIT SERVICE.** City shall pay LBT \$0.75 per ride with a payment cap of **\$5,000 per month to reimburse** LBT for passenger fares. LBT will provide City monthly ridership reports by frequency, pass, route, and days for invoice support. Service shall be 7 days per week over the duration of the Agreement. Invoices, payments and any correspondence initiated pursuant to this Agreement shall be sent to the following:

**LONG BEACH TRANSIT**

Contact: Terry Coon  
Title: Accounting Manager  
Address: 1963 E. Anaheim St., Long Beach, CA 90813  
Phone: 562-599-8563

**CITY OF LONG BEACH**

Contact: Jorge Godinez  
Title: Administrative Analyst  
Address: 411 W. Ocean Blvd. 5<sup>th</sup> Floor Long Beach, CA 90802  
Phone: 562-570-6444

- 4. **TERM & TERMINATION.** Unless otherwise terminated, the term of this agreement shall be between **Friday, July 1, 2022 and Friday, September 30, 2022.** Either party may terminate this Agreement by giving the other party written notice at least 30 days prior to the termination date.

**LBT reserves the right to confiscate any pass(es) being used fraudulently. Communication between LBT and the BSBA Office shall be made prior to these passes being deactivated.**

- 5. **HOLD HARMLESS.** LBT will be responsible for damage caused by the negligence of its officers, agents, and employees occurring in the performance of this Agreement. The City shall be responsible for damage caused by the negligence of its officers, agents, and employees occurring in the performance of this Agreement. It is the intention of LBT and the City that the provisions herein be interpreted to impose on each party, responsibility for the negligence of their respective officers, agents, and employees.

**LONG BEACH TRANSIT**

**CITY OF LONG BEACH**

\_\_\_\_\_  
Kenneth A. McDonald  
President and CEO

\_\_\_\_\_  
Tom Modica  
City Manager

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

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

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Vincent C. Ewing  
General Counsel

\_\_\_\_\_  
Charles Parkin  
City Attorney

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

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

DRAFT