

36545



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

This agreement ("Agreement") is entered into on January 10, 2023 and is effective on January 1, 2023 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 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 Sunday, January 1, 2023 and Sunday, December 31, 2023, 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 timetables. LBT and the Belmont Shore Business Association ("BSBA") will provide outreach about said passes to Belmont Shore employees.

2. **IDENTIFICATION.** BSBA will facilitate the distribution of the passes to Belmont Shore employees. BSBA shall be the sole judge of which employee shall be eligible to receive the passes and maintain control of the distribution of passes. Such passes must be produced to board LBT buses in order for the employee to ride LBT's bus service at no cost to the employee.

3. **BILLING FOR FIXED ROUTE TRANSIT SERVICE.** City shall pay LBT \$0.75 per ride with a payment cap of \$22,500 per month to reimburse LBT for passenger fares. LBT will provide City monthly ridership reports that City can use in assessing the outcome of the program and 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: Contracts and Grants Officer  
Address: 411 W. Ocean Blvd. 5<sup>th</sup> Floor Long Beach, CA 90802  
Phone: 562-570-6444

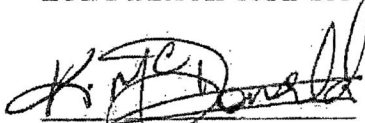
4. **AGREEMENT.** This agreement may not be amended or modified except by means of a written amendment executed by all parties and expressly stating that it is an amendment or modification to this Agreement. Nothing in this Agreement shall be construed to give third-party beneficiary rights to an entity or person not a part to this Agreement.

5. **TERM & TERMINATION.** Unless otherwise terminated, the term of this agreement shall be between Sunday, January 1, 2023 and Sunday, December 31, 2023. 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 or remove any pass(es) being used fraudulently. Communication between LBT and the BSBA Office shall be made prior to these passes being deactivated.

6. **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.

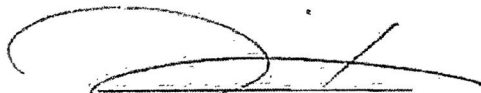
**LONG BEACH TRANSIT**



Kenneth A. McDonald  
President and CEO

Date: 3/9/2023

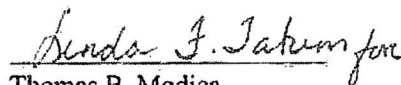
**APPROVED AS TO FORM**



Vincent C. Ewing  
General Counsel

Date: 3/3/23

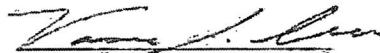
**CITY OF LONG BEACH**



Thomas B. Modica  
City Manager

Date: 2/3/2023

**APPROVED AS TO FORM**



Dawn McIntosh  
City Attorney

Date: FEBRUARY 2, 2023

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**