



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

This agreement ("Agreement") is entered into on _____, 2019 and is effective on _____, 2019 by and between Long Beach Transit ("LBT"), a California public 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 on LBT buses. LBT and the City agree that it will be to their mutual benefit for LBT to provide Belmont Shore employees sponsored boarding on LBT buses between Sunday, September 1, 2019 and Monday, August 31, 2020, 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 valid 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 to Belmont Shore employees.
2. **IDENTIFICATION.** BSBA will determine eligibility for and will distribute 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 \$120,000 per year 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:

LBT

Contact: Irma Pamplona
Title: Finance Analyst
Address: 1963 E. Anaheim St., Long Beach, CA 90813
Phone: 562-599-8525

CITY

Contact: Jorge Godinez
Title: Administrative Analyst

Address: 411 W. Ocean Blvd. 5th Floor Long Beach, CA 90802
Phone: 562-570-6444

4. **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

Patrick H. West
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Vincent C. Ewing
General Counsel

Charlie Parkin
City Attorney

Date: _____

Date: _____