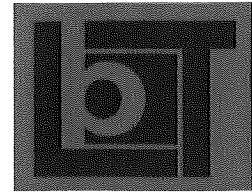


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LONG BEACH

T R A N S I T

P.O. Box 731

1963 E. Anaheim Street

Long Beach, CA 90801-0731

Phone: (562) 591-8753

Fax: (562) 218-1994

www.lbtransit.com

**LONG BEACH PUBLIC TRANSPORTATION COMPANY**

**Belmont Shore Employee Rider Pass Transit Service Agreement**

This Agreement is entered into between Long Beach Public Transportation Co. (LBT), and the City of Long Beach, a California municipal corporation (City). LBT and the City agree that it will be to the mutual benefit of the parties for LBT to provide Belmont Shore employees with sponsored boarding on all Long Beach Transit buses between Friday, May 25, 2012 and September 3, 2012. The purpose of this Agreement is to provide valid transit access to all eligible employees on all established LBT bus service routes for the term of this Agreement, subject to the following terms and conditions:

**I. LBT PROGRAM**

LBT shall allow each Belmont Shore employee with a valid pass to ride on all LBT buses. LBT shall determine the type and level of transit service provided with a frequency based on published LBT time tables.

The City shall pay LBT \$0.50 per ride with a payment cap of \$15,000 per month to reimburse LBT for passenger fares. For clarification, May 25-31 and Sept. 1-3 will be included in the June and August monthly cap of \$15,000, therefore limiting the maximum cost for this trial program to \$45,000.

LBT will provide the City with monthly ridership reports that the City can use in assessing the outcome of the program and for invoice support. The report will include frequency of ridership by pass, route, and days.

LBT will pay up to \$2,500 to support a mutually agreed upon marketing program as well as cover the cost of printing the boarding passes. Belmont Shore Business Association (BSBA) will contribute outreach efforts to Belmont Shore employees.

**II. 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 the passes. Such passes must be produced to board LBT buses in order for the employees to ride LBT's bus service at no cost to the employee.

**III. BILLING FOR FIXED ROUTE TRANSIT SERVICE**

The total amount billable by LBT, for all fixed route transit service provided under the terms of this Agreement shall not exceed \$15,000 per month, to be billed monthly at \$0.50 per ride. Service provided shall include 7 days per week over the duration of the Agreement.

**IV. INVOICE & PAYMENT CONTACTS**

Invoices, payments and any correspondence initiated pursuant to this Agreement shall be sent to the following:

Long Beach Transit  
Contact: Charlene Eberly  
Title: Revenue Analyst  
Address: PO Box 731, Long Beach, CA 90801-0731  
Phone: 562-599-8525

City of Long Beach  
Belmont Shore Parking & Business Improvement Area Advisory Commission  
c/o Jim Fisk  
Address: 333 W. Ocean Blvd., 3<sup>rd</sup> Floor, Long Beach, California 90802  
Phone: 562-570-3863

**V. 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 any entity or person not a party to this Agreement.

**VI. TERM & TERMINATION**

Unless otherwise terminated, the term of this agreement shall be between Friday, May 25, 2012 and September 3, 2012. Either party may terminate this Agreement by giving the other party written notice at least 30 days prior to the termination date.

**VII. 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.

**APPROVED BY LBT:**


**APPROVED BY the CITY OF LONG BEACH:**

**Assistant City Manager**

 5, 8, 12  
Marcelle Epley  
Chief Administrative Officer & Senior Vice President  
Long Beach Public Transportation Co.

  
Patrick H. West  
City Manager  
City of Long Beach

5, 14, 12  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
APPROVED AS TO FORM

5/9, 20 12  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY  
Page 2 of 2