

**CITY OF SIGNAL HILL
AND
LONG BEACH TRANSIT
AGREEMENT
FOR
FIXED ROUTE TRANSPORTATION SERVICES**

THIS AGREEMENT FOR FIXED ROUTE TRANSPORTATION SERVICES (herein “Agreement”) is made and entered into on July 1, 2025, by and between the CITY OF SIGNAL HILL, a California municipal corporation herein (“City”) and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California non-profit corporation (herein “LBT” or “Long Beach Transit”). City and LBT are collectively referred to sometimes herein as the “Parties”.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF LBT

1.1 Scope of Services. In compliance with all the terms and conditions of this Agreement, the LBT shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. LBT warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provide in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. LBT shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, LBT shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Twelve thousand and Nine Hundred Fifty-Seven Dollars (\$112,957) (“Contract Sum”).

2.2 Invoices. Each quarter LBT shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. All invoices shall include Ridership Data and reimbursement rate for the installment period.

City shall independently review each invoice submitted by the LBT to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except

as to any charges for work performed or expenses incurred by LBT which are disputed by City. City will use its best efforts to cause LBT to be paid within thirty (30) days of receipt of LBT's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to LBT for correction and resubmission.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the LBT, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the LBT. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Contract Sum or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. LBT shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the LBT, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the LBT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the LBT shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Parties such delay is justified. The Parties' determination shall be final and conclusive upon the Parties to this Agreement. In no event shall any of the Parties, and each of them, be entitled to recover damages against the other for any delay in the performance of this Agreement, however caused. The Parties' sole remedy shall be an extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 30 days from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

4.1 Representative of LBT. Kenneth A. McDonald, or his designee, is hereby designated as being the representative of LBT authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith. All personnel of LBT and any authorized agents shall be under the exclusive direction of the representative of LBT. LBT shall make every reasonable effort to maintain the stability and continuity of LBT's staff and subcontractors and shall keep City informed of any changes.

4.2 Contract Officer. Alison Dobay, Parks, Recreation and Library Services Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to LBT.

4.3 Prohibition Against Subcontracting or Assignment. LBT shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent LBT. Neither the City nor any of its employees shall have any control over the manner, mode or means by which LBT, its agents or employees, perform the services required herein, except as otherwise set forth. LBT shall perform all services required herein as an independent LBT of City with only such obligations as are consistent with that role. LBT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance. Prior to the beginning of and throughout the duration of the services or work, LBT will maintain insurance in conformance with the requirements set forth below. LBT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, LBT agrees to amend, supplement or endorse the existing coverage to do so. LBT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

LBT shall provide the following types and amounts of insurance:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the LBT and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the LBT in the course of carrying out the work or services contemplated in this Agreement. LBT's liability limits shall be no less than \$1,000,000 per accident or disease.

(c) Automotive Insurance. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If LBT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If LBT's employees will use personal autos in any way on this project, LBT shall provide evidence of personal auto liability coverage for each such person.

(d) Excess or Umbrella Liability Insurance (Over Primary). Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of LBT, subcontractors or others involved in the services or work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of "A" or better and a minimum financial size VII.

5.2 General Conditions to Insurance Coverage. General conditions pertaining to provision of insurance coverage by LBT. LBT and City agree to the following with respect to insurance provided by LBT:

(a) LBT agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. LBT also agrees to require all LBTs, and subcontractors to do likewise.

(b) No liability insurance coverage provided to comply with this Agreement shall prohibit LBT, or LBT's employees, or agents, from waiving the right of subrogation prior to a loss. LBT agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all LBTs and subcontractors to do likewise.

(c) All insurance coverage and limits provided by LBT and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(d) None of the coverages required herein will comply with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(e) No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any LBT or subcontractor.

(f) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. LBT shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

(g) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to LBT’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by LBT or deducted from sums due LBT, at City option.

(h) Certificate(s) are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. LBT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

(i) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by LBT or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

(j) LBT agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by LBT, provide the same minimum insurance coverage required of LBT. LBT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. LBT agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(k) LBT agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any LBT, subcontractor, Architect, Engineer or other entity or person in any way involved

in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If LBT's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the LBT, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

(l) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the LBT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the LBT, the City will negotiate additional compensation proportional to the increased benefit to City.

(m) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(n) LBT acknowledges and agrees that any actual or alleged failure on the part of City to inform LBT of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(o) LBT will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(p) LBT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from LBT's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(q) The provisions of any workers' compensation or similar act will not limit the obligations of LBT under this agreement. LBT expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(r) Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

(s) These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

(t) The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(u) LBT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or LBT for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

LBT agrees to provide immediate notice to City of any claim or loss against LBT arising out of the work performed under this agreement. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

5.3 Indemnification. To the full extent provided by law, LBT agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“indemnitees”) against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of LBT, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein (“indemnitors”), or arising from indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except indemnitees agree to indemnify, defend and hold harmless indemnitors against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment that may be asserted or claimed by any person, firm or entity arising from indemnitees’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, or arising out of or in connection with the negligence or willful misconduct of indemnitees.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. LBT shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall always have full and free access to such books and records during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. LBT shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

7.2 Disputes; Default. If LBT is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating LBT for any work performed after the date of default. Instead, the City may give notice to LBT of the default and the reasons for the default. The notice shall include the timeframe in which LBT may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period that LBT is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If LBT does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to LBT, except that where termination is due to the fault of the LBT, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the LBT reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the LBT may determine. Upon receipt of any notice of termination, LBT shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the LBT has initiated termination, the LBT shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the LBT has initiated termination, the LBT shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit B. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of LBT. If termination is due to the failure of the LBT to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the LBT shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the LBT for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. LBT covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. LBT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the LBT, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the LBT or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at 2175 Cherry Avenue, City of Signal Hill, CA 90755, and in the case of the LBT, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or

approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether the matter proceeds to judgment.

8.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON NEXT PAGE]

CITY OF SIGNAL HILL:

CITY OF SIGNAL HILL, a municipal
corporation

Carlo Tomaino
City Manager

ATTEST:

Tina Knapp
Assistant City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
Best Best & Krieger LLP
City Attorney

LBT:

LONG BEACH PUBLIC
TRANSPORTATION COMPANY

Kenneth McDonald, President & CEO

APPROVED AS TO FORM

Vincent C. Ewing, General Counsel

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

I. Fixed Route Public Transit Services

LBT will perform fixed route public transit services as described in the Long Beach Transit Guide attached to this Exhibit A-1. The level and type of services, fixed route designations, and rates shall be comparable to the level of service received by the City of Signal Hill in years past.

II. Personnel

LBT represents that it has, or will secure at its own expense, all personnel to perform services under this Agreement. All the services required under this Agreement will be performed by LBT or under its supervision and all personnel engaged in the work shall be qualified to perform such services.

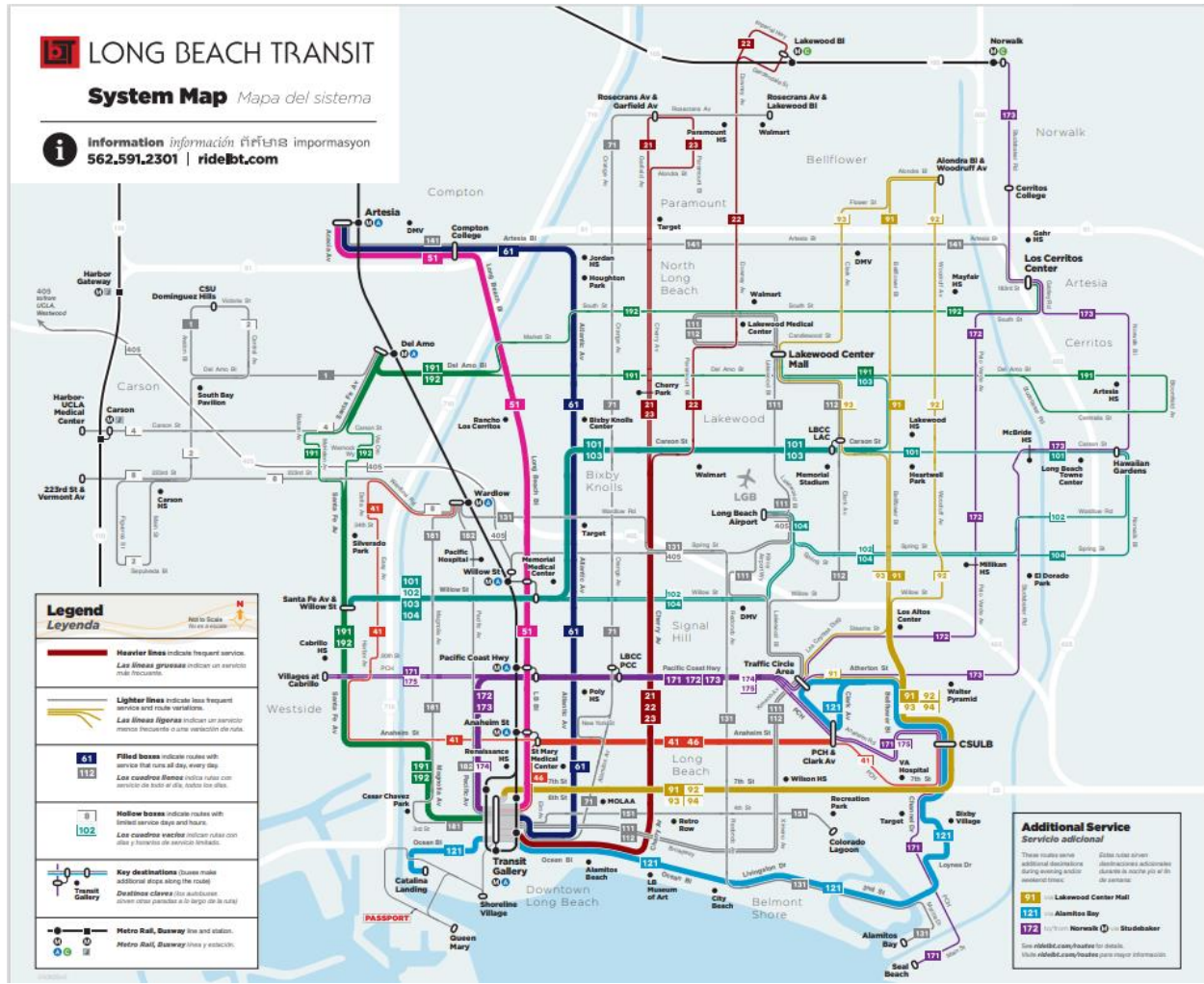
LBT reserves the right to determine the assignment of its own employees to the performance of LBT's services under this Agreement, but City reserves the right, for good cause, to require LBT to exclude any employee from LBT from performing services for City under this Agreement provided such exclusion is not exercised in violation of any federal, state or local law or regulation.

III. No Franchise Rights

Neither LBT nor City intend by this Agreement to grant to LBT any franchise, right, or agreement to use the streets of the City of Signal Hill, it being further agreed and understood that whether or not LBT has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

EXHIBIT A-1

Long Beach Transit Guide



NOTE: To stay up to date on schedule changes and route information, visit LBT website ridelbt.com/routes

EXHIBIT "B"
SCHEDULE OF COMPENSATION

- I. LBT shall submit invoice for payment within thirty (30) days of the close of the installment period. All invoices shall include Ridership Data and detail charges for all necessary and actual expenses for the installment period. Installments shall be payable within thirty (30) days of City's receipt of the LBT's invoice.
- II. In the event this Agreement shall be terminated prior to June 30, 2026, said payment shall be pro-rated to the date of termination.
- III. The total compensation for the Services shall not exceed \$112,957, as provided in Section 2.1 of this Agreement.
- IV. The City shall reimburse the LBT with a proportionate share of the City's Proposition A funds in accordance with Section 2 of that certain agreement number 17156, effective February 26, 1984, as amended, between LBT and the City of Long Beach, a municipal corporation, attached hereto as Exhibit "D." Agreement number 17156 shall be incorporated herein and made a condition of this Agreement. If there is any conflict between Agreement number 17156 and this Agreement, the terms of this Agreement shall govern.

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

- I. LBT shall perform all services described in Exhibit "A" during the period commencing July 1, 2025 and terminating June 30, 2026, unless extended or terminated pursuant to the terms of this Agreement
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "D"

ATTACHMENT B

A G R E E M E N T 17156

1
2
3 THIS AGREEMENT, is entered into, in duplicate, effective as of the 29th day of February, 1984, pursuant to a minute
4 order adopted by the City Council of the City of Long Beach, at
5 its meeting held on January 31, 1984, by and between the LONG
6 BEACH PUBLIC TRANSPORTATION COMPANY, a California non-profit
7 corporation, with offices located at 1300 Gardenia Avenue, Long
8 Beach, California 90812, hereinafter referred to as "LONG BEACH
9 TRANSIT" and the CITY OF LONG BEACH, a municipal corporation,
10 hereinafter referred to as the "CITY".
11

12
13 WHEREAS, the City is a designated recipient of
14 Proposition A Local Return (hereinafter "Prop. A") funds from
15 the Los Angeles County Transportation Commission (hereinafter
16 "LACTC"); and

17 WHEREAS, the applicable laws and regulations require
18 that the Prop. A Local Return funds be used only for public
19 transit purposes and projects; and

20 WHEREAS, on August 10, 1982, the City Council approved
21 a joint report by the City's Director of Public Works and the
22 Executive Director and General Manager of Long Beach Transit
23 relating to local administration, accounting control and
24 expenditure of Prop. A funds; and

25 WHEREAS, Long Beach Transit has submitted a request to
26 use a portion of these funds for authorized public transit purposes and projects; and
27

28 WHEREAS, the City desires that Long Beach Transit

Robert W. Parkin
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
Telephone 590-0061