

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners (hereinafter referred to as "Board"), desires to obtain financial accommodations from American Express Corporate Services Inc., a New York Corporation (hereinafter referred to as "American Express"), pursuant to the use of a number of Corporate/Government Charge Card Accounts and Meeting Planners' Card-Less Accounts (hereinafter collectively referred to as "AmEx Accounts") by the board, officers, and employees of City of Los Angeles; and

WHEREAS, Board intends to authorize its officers and employees to use such AmEx Accounts for and in connection with Harbor Department business; and

WHEREAS, American Express will not extend such accommodations by issuing such AmEx Accounts unless Board agrees to assume responsibility for the use of such AmEx Accounts, and to pay American Express for all indebtedness incurred by use of such AmEx Accounts (subject to the existing law of the State of New York); The AmEx Accounts program is without spending limits.

NOW, THEREFORE, be it resolved that Board applies to American Express for the issuance of a sufficient number of AmEx Accounts (not to exceed fifty (50)) as required, in the judgment of the Executive Director of the Harbor Department; and

BE IT FURTHER RESOLVED, Board agrees to assume responsibility for the use of such AmEx Accounts or any of them, and to pay American Express for all indebtedness incurred by use of such AmEx Accounts or any of them (subject to existing law of the State of New York); and

BE IT FURTHER RESOLVED, that Geraldine Knatz, the Executive Director of the Harbor Department be hereby authorized, directed, and empowered, in the name of the Board, to apply to American Express for the issuance of such AmEx Accounts, to execute the American Express' account application, agreement, and/or any other document(s) which American Express may reasonably request in connection with the issuance and maintenance of such AmEx Accounts, subject to City Attorney approval, and enroll in any optional American Express travel related services that may lead to cost savings and/or increased operating efficiencies; and

BE IT FURTHER RESOLVED, that American Express is authorized to act upon this resolution until written notice of its revocation is delivered to American Express, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the office herein named.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held \_\_\_\_\_.

\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_, 2008  
ROCKARD J. DELGADILLO, City Attorney

By \_\_\_\_\_  
CHRISTOPHER B. BOBO, Assistant

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 08/03)

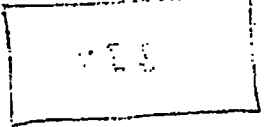
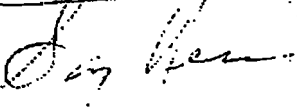

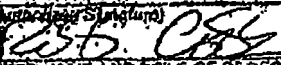
AGREEMENT NUMBER DGS-OFA-OPPS-06
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY NAME  
 Department of General Services  
 CONTRACTOR'S NAME  
 American Express Corporate Services and US Bank Voyager Fleet Systems, Inc.
- The term of this Agreement is: November 1, 2006 through October 31, 2009
- The maximum amount of this Agreement is: \$ 0
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work Page(s) 2-3
- Exhibit B - Special Terms and Definitions Page(s) 4
- Exhibit C - General Terms and Conditions GTC-1005
- Attachment 1 - Bid/Bidder Certification Sheets Page(s) 5-6
- Additional Signature Block Page(s) 7
- \* RFP-DGS-OFA-OPPS-06 and Addendum 1 are hereby incorporated by reference and made part of this agreement as if attached hereto.
- \* American Express Corporate Services' response proposal to RFP-DGS-OFA-OPPS-06 is hereby incorporated by reference and made part of this agreement as if attached hereto.

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.csl.dgs.ca.gov/StandardAgreements](http://www.csl.dgs.ca.gov/StandardAgreements)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b> (see page 7 for additional signature block)		California Department of General Services Use Only   DEPT OF GENERAL SERVICES  
CONTRACTOR'S NAME (if other than an individual, also whether a corporation, partnership, etc.) American Express Corporate Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/12/06	
PRINTED NAME AND TITLE OF PERSON SIGNING Anne Williams, FVP U.S. Commercial Card		
ADDRESS 200 Vesey St, 21 <sup>st</sup> Fl. New York NY 10285		<input type="checkbox"/> Exempt per
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/16/2006	
PRINTED NAME AND TITLE OF PERSON SIGNING Rob Cook, Deputy Director		
ADDRESS 300 O Street, Sacramento, CA 95814		

**Exhibit A  
SCOPE OF WORK**

**General Requirements**

1. Contractor will provide a One Provider Payment System for the purchase of fleet and travel-related services.
2. Contractor will transition all current card holders over to the new payment system in a 2-month time period or less.
3. Contractor will provide all training and related materials to ensure optimal use of the payment system. There will be no cost to the State associated with the training or materials.
4. Contractor will provide a single point of contact for account management of the One Provider Payment System available 8:00 a.m.-5:00 p.m. (pst), Monday through Friday.
5. Contractor will provide all services described in this RFP at no cost to the State of California or participating governmental entities.
6. Contractor will provide: 24-hour customer support; a 24-hour toll free number for reporting lost or stolen cards; and 24-hour on-line access for account maintenance, reporting and billing information.
7. Contractor will provide both standard and ad-hoc report generating capabilities from a centralized web-based location.
8. Contractor will have the capability to generate real-time reports for both fuel/maintenance and travel-related transactions.
9. Contractor will ensure that the State of California will not assume liability for charges on cards reported lost, stolen or cancelled.
10. Contractor will have the capability to invoice State departments and other participating governmental entities individually.

**Fleet Payment Solution Requirements**

1. Contractor's fleet payment system will be accepted at all major fueling locations Nationwide.
2. Contractor will have the capability to assign a fuel and maintenance payment mechanism to either a State-owned vehicle and/or State employee.
3. Contractor will have the ability to provide federal excise tax exemptions on all gasoline and diesel transactions at no cost to the State of California and must have the ability to bill these transactions to the State net of taxes for the life of this agreement.
4. Contractor will provide Level III data capture on 100% of transactions from all merchants that accept their card.
5. Contractor will provide a dedicated account manager available 8:00 a.m. – 5:00 p.m. (pst), Monday through Friday for the Fleet Payment System. This is in addition to the overall account manager for the One Provider Payment System.
6. Contractor will provide a system for authorizing payment of State-owned vehicle maintenance based on specific business rules provided by the State.
7. Contractor's maintenance payment system will be accepted at preauthorized commercial repair vendors.

### Travel Payment Solution Requirements

1. Contractor's travel payment system will be accepted by all major airlines, commercial rental car companies, taxis, hotels and other travel industry providers worldwide.
2. Contractor will offer a combination of centrally-billed accounts and individual government cards. Government cards must have the capability to be issued in either the State traveler's individual credit or in the State's credit.
3. Contractor will have the capability to issue government cards in the State traveler's own individual credit. All cards must be clearly marked as "Official Government Business".
4. Contractor will have the capability to issue government cards to State travelers that are in the State's credit. All cards must be clearly marked as "Official Government Business".
5. Contractor's report generating system will have drill-down (ability to capture and report detailed expenditure information) capabilities.
6. Contractor will provide a dedicated travel account manager available 8:00 a.m.-5:00 p.m. (pst), Monday through Friday for the Travel Payment System. This is in addition to the overall account manager for the One Provider Payment System.

### Travel Portal Solution Requirements

1. Contractor will develop an on-line Travel Portal that facilitates on-line booking for State employee's travel for airlines, car rental, lodging and enforcement of travel policies.
2. Contractor will develop an on-line Travel Portal that will link State travelers directly to one of the 25 State authorized travel agencies, State Garage on-line reservation system, or airline portals based on specific business rules.
3. Contractor will develop an on-line Travel Portal with the capability to capture user's travel reservation request data, and generate utilization reports and exception reports for travel not in compliance with set travel policy. Corresponding travel data will be owned by the State of California and be easily accessible.
4. Contractor will develop an on-line Travel Portal that adheres to the State's Internet standards and policies and complies with all security, confidentiality, and privacy requirements.
5. The DGS will own and host the URL and redirect users to the contractor's Travel Portal. All maintenance and further development will be required by the contractor.
6. Contractor will ensure that the development, maintenance and further evolution of the on-line Travel Portal will be at no cost to the State of California.
7. Contractor will provide a dedicated system manager available 8:00 a.m. – 5:00 p.m. (pst), Monday through Friday for the Travel Portal. This is in addition to the overall account manager for the One Provider Payment System.

**Exhibit B  
SPECIAL TERMS AND CONDITIONS**

1. **No Contract Until Signed**  
No agreement between DGS and the successful respondent is in effect until a contract is signed by both parties and approved by the DGS, Office of Legal Services, in accordance with Government Code, Section 14831.
2. **RFP Incorporated into Final Contract**  
The terms and conditions of this RFP will be incorporated into the final contract.
3. **News Releases**  
News releases pertaining to any award from this RFP may not be made without the prior written approval of the State's Primary Contact Person.
4. **Authorized Users**  
Through the contract awarded as a result of this RFP, the successful respondent shall offer a payment system for the purchase of fuel, vehicle maintenance authorization, and travel-related services to:
  - 240-plus agencies (including boards and commissions)
  - California State Universities
  - California Community Colleges

The following entities may participate under this contract, however the successful respondent must receive pre-approval from the DGS/OFA prior to providing service:

  - The Universities of California
  - California Cities and Counties
  - Political Subdivisions including special districts

*subject to the credit review and approval of the successful respondent*  
*ART (USB/Log)*  
*Dr. Brucato*
5. **Terms and Conditions of Participating Governmental Entities**  
To implement the contract, DGS specifies the terms and conditions for entity participation. Terms and conditions include: (1) specific requirements for complying with State procurement law; and (2) general guidelines covering internal procedures for participating governmental entities.
6. **Settlement of Dispute**  
In the event of a dispute, successful respondent shall file a "Notice of Dispute" with DGS/OFA, Attn: Deputy Director, Interagency Support Division within ten (10) days of the discovery of the problem. Within ten (10) days, the Deputy Director and OFA Chief shall meet with the successful respondent for purposes of resolving the dispute. The decision of the Deputy Director shall be final.
7. **Alternative Dispute Resolution**  
In the event a dispute arises with respect to the interpretation of, performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting therefrom shall include punitive damages.
8. **Quantities**  
The State or participating governmental entities cannot, and will not guarantee any quantity of use of, the One Provider Payment System or business volume.
9. **Termination or Cancellation**  
The State reserves the right to terminate for any reason at the State's sole discretion any contract awarded pursuant to this RFP upon thirty (30) days written notice.

STATE OF CALIFORNIA

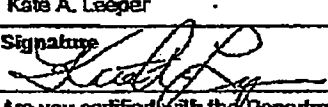
REQUEST FOR PROPOSAL  
RFP-DGS-OFA-OPPS-06

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package 4 copies with original signatures. The bid must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. The Bid/Bidder Certification Sheet must be received to validate RFP information.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort. (not applicable- In lieu of this process, please refer to Section 8.4)
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.


An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name American Express Travel Related Services		2. Telephone Number (877) 306-9083	2a. Fax Number (415) 227-4955
3. Address 49 Stevenson Street, Suite 900, San Francisco, CA, 94105			
Indicate your organization type:			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN) 13-4922250		8. California Corporation No.	
Indicate applicable license and/or certification information:			
9. Contactor's State Licensing Board Number		10. PUC License Number CAL-T-	11. Required
12. Bidder's Name (Print) Kate A. Loeper		13. Title Director, Account Development	
14. Signature 		15. Date April 17, 2006	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____			

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
US Bank Voyager Fleet Systems, Inc.		76-0476053
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Robert Meyer		
<i>Date Executed</i>	<i>Executed in the County of</i>	
4/24/2006	Harris County	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:


a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

ADDITIONAL SIGNATURE BLOCK

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) US Bank Voyager Fleet Systems, Inc.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/12/06
PRINTED NAME AND TITLE OF PERSON SIGNING CHARLES L. WILKINS - SENIOR VICE PRESIDENT	
ADDRESS 738 HIGHWAY 6 SOUTH #600 HOUSTON, TX 77079	

## EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants

for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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May 1, 2008

Mr. Doug Browne  
American Express  
Post Office Box 96  
Chicago Park, CA 95712

**RE: AMERICAN EXPRESS CORPORATE/GOVERNMENT CHARGE  
CARD AND MEETING PLANNERS' ACCOUNT PROGRAM**

Pursuant to Board of Harbor Commissioners Resolution Number \_\_\_\_\_, the Port of Los Angeles would like to implement the State of California, American Express Corporate/Government Card and Meeting Planners' Account Program.

Name of Entity: **PORT OF LOS ANGELES**  
Name of Authorized Signatory: **Geraldine Knatz, Executive Director**  
Estimated Number of Card Holders: **49**  
Estimated Number of Meeting Accounts: **1**

**Authorized signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In addition to me, the following officials have authority to authorize and approve American Express Corporate/Government Card applications.

**Printed Name(s) of Additional Card Authorizer(s)** **Signature(s)**

Michael R. Christensen, Deputy Executive Director  
\_\_\_\_\_

Molly Campbell, Deputy Executive Director  
\_\_\_\_\_

Karl Pan, Chief Financial Officer  
\_\_\_\_\_

We have designated the person named below to be our American Express Corporate/Government Card Program Administrator. This person should be contacted by American Express after receipt of this letter to review the details of our account set-up.

Name: **Karl Pan, Chief Financial Officer** Telephone: **(310) 732-7703**

Fax number: **(310) 831-0439**  
E-mail address: **kpan@portla.org**  
Mailing Address: **425 S. Palos Verdes Street, 4<sup>th</sup> Floor  
San Pedro, CA 90731**

Sincerely,

GERALDINE KNATZ, Ph.D.  
Executive Director



# American Express® Government Card Application for State of California

## APPLICATION INFORMATION - PLEASE COMPLETE ALL ITEMS BELOW FOR TIMELY PROCESSING

### P O L A - C A R D H O L D E R ' S N A M E

Name as you would like it to appear on the Corporate Card (20 characters only, including spaces \*Required)

4 2 5 S o . P a l o s V e r d e s S t r e e t

Billing Street Address (20 characters only, including spaces - \*Required)

Home  Office

S a n P e d r o

City (17 characters maximum, including spaces)

C A  
State

9 0 7 3 1  
Zip Code

-----  
Home Street Address (20 characters maximum, including spaces, if different than billing address - \*Required)

-----  
City (17 characters maximum, including spaces)

---  
State

-----  
Zip Code

9 5 - 6 0 0 0 7 3 5

Social Security Number (\*Required)

-----  
Home/Personal Phone Number (\*Required)

-----  
Business Phone Number (\*Required)

-----  
Fax Number

X

Date

Employee's Signature (\*Required) Please read the Agreement before signing.  
By signing above I indicate my acceptance of the terms and conditions of the Agreement.

## PROGRAM ADMINISTRATOR

3 7 8 2 - 7

Basic Control Number (please fill out or application processing will be delayed)

P O R T O F L O S A N G E L E S

Company Name (20 characters maximum, including spaces)

X

Program Administrator's Authorizing Signature (\*Required) Please read Agreement before signing. I am authorized to complete this enrollment authorization on behalf of the company.

Date

KARL PAN CHIEF FINANCIAL OFFICER

(310) 732-7703

PRINT Authorizer's Name

Title

Phone Number

(310) 831-0439

Fax Number

\* All applications require a signature (name & title) of an authorized Program Administrator

### AGREEMENT:

Company and the Applicant (a) request that a Corporate Card be issued to the Applicant on the Company's account, (b) authorize the receipt and exchange of credit information on the company and the Applicant, (C) agree to be bound by the Agreement sent with the Card and by the Agreements covering Corporate Card related programs in which the Applicant is enrolled, and (d) agree that the Corporate Card will be used for business or commercial purposes only. The Applicant (a) authorizes American Express to notify the Company if this application is declined or if spending restrictions are applied to the Corporate Card, and (b) agrees to be liable for payment to American Express of all amounts charged to the Corporate Card.

THE AMERICAN EXPRESS CORPORATE CARD PROGRAM

### Employee:

A traveling employee takes 5 trips per year or expenses \$5,000 per year.

\*Required fields must be completed or application cannot be processed.

Please complete and Send to Program Administrator

Program Administrator:

\*Required fields must be completed or application cannot be processed.

Fax to 623 492-3884



Corporate Services

# Agreement between Corporate Platinum Card member and American Express Travel Related Services Company, Inc.



## Welcome to American Express® Corporate Card membership

Read this Agreement thoroughly before you sign or use the enclosed Corporate Platinum Card® from American Express. By signing, using or accepting the Corporate Platinum Card, you will be agreeing with us to everything written here. Your use of the Corporate Platinum Card will be governed by this Agreement. If you do not wish to be bound by this Agreement, cut the Corporate Platinum Card in half and return the pieces to us. If you do sign the Corporate Platinum Card you should not use it before the valid date or after the expiration date printed on the face of the Corporate Platinum Card.

### 1) Definitions

As you read this Agreement, remember that the words “you”, “your” or “Corporate Platinum Card member” mean the person named on the enclosed Corporate Platinum Card. The words “American Express”, “we”, “our” and “us” refer to American Express Travel Related Services Company, Inc. The word “Company” means the entity in whose name the Corporate Platinum Card account is opened and whose name appears, in most instances, on the Corporate Platinum Card under your name. A “Card” issued to a Corporate Platinum Card member is called a Corporate Platinum Card.

### 2) Use of the Corporate Platinum Card

You agree to use the Corporate Platinum Card solely for commercial business purposes in accordance with Company policy. No other person is permitted to use this Corporate Platinum Card for Charges, identification or for any other reasons. If you voluntarily relinquish physical possession of the Corporate Platinum Card to another person, you will be liable for all Charges incurred by that person to the extent allowable by applicable law.

Spending limits may be placed on your Corporate Platinum Card, either at the request of your Company or at the discretion of American Express. Should your Corporate Platinum Card account be subject to spending limits, you will be notified in writing. You agree that you will not resell or return for a cash refund any goods, tickets or services obtained with the Corporate Platinum Card. Obviously, you may return any item or ticket to an establishment honoring the Corporate Platinum Card for credit to your account, if that establishment permits such returns. We reserve the right to deny authorization for any Charge.

### 3) Annual Fee

The annual fee (“Annual Fee”) for the Corporate Platinum Card is \$300 and will be billed to your account annually.

### 4) Corporate Platinum Card Charges

All amounts charged to an account, including, without limitation, purchases, cash advances, travelers cheque encashments and any annual Corporate Platinum Card fees or other fees, will be called “Charges” in this Agreement. Charges also include any purchases in which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form.

### 5) Charges Made in Foreign Currencies

If you incur a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, you authorize us to choose a conversion rate that is acceptable to us for that date. Currently, the conversion rate we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, **in each instance increased by 2.5%**. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

### 6) Liability

You, as the Corporate Platinum Card member, are responsible for all Charges billed to your account. All business Charges are to be reported to Company for expense report processing in accordance with Company policy. All business Charges billed to the Corporate Platinum Card which are reimbursable by the Company will be paid by you or paid directly by the Company under the Company's expense procedures applicable to you. You, as the Corporate Platinum Card member, are accountable for any reimbursements and agree to remit such funds to us promptly. This Agreement has no effect on such procedures or your right to reimbursement or payment by the Company. To the extent that you, as the Corporate Platinum Card member, fail to honor any of the obligations under this Agreement, we reserve the right to collect the amount of such Charges directly from you.

### 7) Payments

All payments must be sent to the payment address shown on your billing statement and must include the remittance coupon from your billing statement. You must pay us in U.S. currency, with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, or with a single negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or through an electronic payment method clearable through the U.S. banking system. Your account number must be included on or with all payments. Payments conforming to the above requirements that we receive no later than the hour specified on your billing statement will be credited to your account as of the day received; payments conforming to the above requirements that we receive after the hour specified on your billing statement will be credited to your account as of the following business day. If payment does not conform to the requirements stated above, crediting may be delayed. If this happens, additional Charges may be imposed.

### 8) Late Fees

We will send you a billing statement at the end of each statement billing period (intervals of approximately one month). Each billing statement will identify a “Closing Date” which is the cutoff date we determine for including Charges and payments for that statement billing period. If Charges on a billing statement remain unpaid, we may assess a late fee. The amount of the late fee depends on the length of time your account has remained unpaid and the address to which your bill is sent. Late fees will accrue as follows, unless prohibited by applicable state law: (a) if there are any amounts totaling more than \$35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to your account by the Closing Date of the second statement billing period that follows such statement billing period (“Next Closing Date”), a late fee equal to the greater of \$29.00 or 2.99% of all amounts not credited for at least one statement billing period will be charged; and (b) if payment of the total amounts due is not credited to your account by successive Closing Dates following such Next Closing Date, we may assess a late fee equal to the greater of \$29.00 or 2.99% of all amounts not credited for at least one statement billing period. For the purpose of calculating late fees, we will disregard amounts owed for any Annual Fee. Late fees will not exceed the maximum allowed by law.

### 9) Problems with Goods and Services

If you have any questions, problems or disputes concerning the monthly statement, you should contact us immediately and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. However, unless required by law, we are not responsible for any problems you have with any goods or services you charge on the Corporate Platinum Card, and, if you have a dispute with an establishment honoring the Corporate Platinum Card, payment must be made and the dispute settled directly with the establishment. We will not be responsible if any establishment refuses to honor the Corporate Platinum Card or for any other problems you may have with such establishment.

### 10) Corporate Express Cash; Corporate Travelers Cheques

You may be able to enroll in the Corporate Express Cash program to obtain cash or American Express® Travelers Cheques at ATMs and enroll in our Corporate Travelers Cheque program to obtain travelers cheques. We will have a separate agreement with you concerning use of the Corporate Platinum Card in connection with each program.

### 11) Insurance

If you use the Corporate Platinum Card to pay insurance premiums, you give us permission to pay those premiums for you when due and agree to pay us in accordance with the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Corporate Platinum Card account is canceled, we will stop paying premiums for you.

### 12) Lost or Stolen Corporate Platinum Cards

You agree to notify us immediately if the Corporate Platinum Card is lost or stolen or if you suspect it is being used without your permission.

### 13) Renewal and Replacement Corporate Platinum Cards

Your Corporate Platinum Card account will be valid through the expiration date printed on the face of the Corporate Platinum Card. By accepting the issuance of this Corporate Platinum Card, you are requesting us to issue you a renewal or replacement Corporate Platinum Card before the current Corporate Platinum Card expires. We will continue to issue renewal or replacement Corporate Platinum Cards until you or the Company tells us to stop.

### 14) Changing this Agreement; Assignment

We have the right to change this Agreement at any time. We will notify you of any changes. We will consider that you have accepted the changes if you keep or use the Corporate Platinum Card after you receive our notice. If you do not accept the changes, you may terminate this Agreement by cutting the Corporate Platinum Card in half and returning the parts to us. We will then refund a pro rata portion of any Annual Fee. You will still be responsible for all Charges made before you terminated the Agreement.

We may assign this Agreement at any time without notice.

### 15) Benefits and Services

Subject to applicable law, we reserve the right to add, modify or delete any benefit or service offered with the Corporate Platinum Card at any time without notice to you. Availability of benefits is subject to internal policy of your Company.

### 16) The Corporate Platinum Card Remains Our Property; Cancellation

We can revoke your right to use the Corporate Platinum Card at any time with or without cause and without giving you notice. If we revoke the Corporate Platinum Card without cause, we will refund a pro rata portion of any Annual Fee. We may list revoked Corporate Platinum Card account numbers in our “Cancellation Bulletin,” or otherwise inform establishments honoring the Corporate Platinum Card that the Corporate Platinum Card issued to you has been revoked or canceled. If we revoke the Corporate Platinum Card or it expires, you must return it to us upon our request. Also, if the Company or an establishment that accepts the Corporate Platinum Card asks you to surrender an expired or revoked Corporate Platinum Card, you must do so. You may not use the Corporate Platinum Card after it has expired or after it has been revoked.

## 17) Credit Information; Telephone Monitoring

You authorize us to make whatever credit inquiries we may deem appropriate and obtain and exchange any information we may receive in the course of such investigation with our affiliates. We may ask credit reporting agencies for reports of your individual credit history. Upon request, we will tell you whether an individual report was requested and the name and address of the agency that furnished it. Your performance under this Agreement may be reported to credit reporting agencies. If you believe information we have furnished to a credit reporting agency about your Corporate Platinum Card account is inaccurate, you should write to us at the following address and identify the specific information you believe is inaccurate: American Express Credit Bureau Unit, P.O. Box 7871, Ft. Lauderdale, Florida 33329-7871. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

## 18) Information Provided to Affiliates

You authorize American Express, its affiliates and licensees to exchange business and consumer credit reports. You may direct us not to share with our affiliates and subsidiaries certain information (other than transaction or experience information) about you or your Corporate Platinum Card account by writing to us at: American Express, P.O. Box 7852, Ft. Lauderdale, FL 33329. Please include your Corporate Platinum Card account number.

## 19) Privacy Act of 1974 Notification

American Express has entered into contracts which enable the Corporate Platinum Card to be accepted at certain Federal Government agencies and departments ("Agencies"). As with Card transactions at commercial establishments, when you choose to use your Corporate Platinum Card at an Agency certain Charge information is necessarily collected by American Express. Charge information from Card transactions at Agencies may be used for processing Charges and payments, billing and collections activities and may be aggregated for reporting, analysis and marketing activities. Additional "routine uses" of Charge information by Agencies are published periodically in the Federal Register.

## 20) Use of Corporate Platinum Card Account Information

Your Corporate Platinum Card is issued to you under your Company's Corporate Card Program and is to be used solely for commercial business expenses in accordance with Company policy. We use data about your Corporate Platinum Card account to provide reports to your Company.

We may provide information, including without limitation, information about your payment history and use of the Corporate Platinum Card to your Company so that your Company can effectively manage its business expense policy.

## 21) Mailing Lists

We may use information you have provided to us on your initial application and in surveys, information from how you use the Corporate Platinum Card and information from external sources, including consumer reports, for marketing activities (including mailing lists) by us and other American Express companies. We may also use information derived from how you use the Corporate Platinum Card and non-credit information available from public sources to develop mailing lists which are used to develop offers you may receive from American Express in conjunction with our partners and service providers. If at any time you wish to have your name and address removed from such lists, please call 1-800-297-8378.

## 22) Governing Law

This Agreement is governed by the laws of the State of New York (without regard to internal principles of conflicts of law) and applicable federal law.

## 23) Fees for Suspended or Cancelled Corporate Platinum Cards

If your Corporate Platinum Card becomes 90 days past due and your charge privileges are suspended, we will charge a \$25 administrative suspense fee to you, subject to applicable law. If we cancel your right to use your Corporate Platinum Card due to non-payment, we will charge a \$25 reinstatement fee to you to process requests to reinstate your cancelled Corporate Platinum Card, subject to applicable law. We reserve the right, upon notice, to change these fees and/or charge additional fees in connection with reinstatement, cancellation or suspension of your Corporate Platinum Card.

## 24) Arbitration

(a) *Purpose:* This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

(b) *Definitions:* As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your accounts that are the subject of this Agreement, this Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements ("Agreements"), except for the validity, enforceability or scope of this Arbitration Provision or the Agreements. For purposes of this Arbitration Provision, "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the Card, third parties who use, provide or participate in fee-based or free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the Agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services purchased under any of the accounts or the terms of such purchases, (c) the benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account.

(c) *Initiation of Arbitration Proceeding/Selection of Administrator:* Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. We

shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court. Claims shall be referred to either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- NAF at P.O. Box 50191, Minneapolis, MN 55405; website: [www.arbitration-forum.com](http://www.arbitration-forum.com).
- AAA at 335 Madison Avenue, New York, NY 10017; website: [www.adr.org](http://www.adr.org).

(d) *Significance of Arbitration:* IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) *Restrictions on Arbitration:* IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CARD MEMBERS OR OTHER PERSONS SIMILARLY SITUATED. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including but not limited to the "Continuation" provision below) and without waiving either party's right to appeal such decision, should any portion of this "Restrictions on Arbitration" provision be deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

(f) *Arbitration Procedures:* This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator, who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) *Location of Arbitration/Payment of Fees:* Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your billing address that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

(h) *Continuation:* This Arbitration Provision shall survive the termination of the accounts that are the subject of this Agreement as well as voluntary payment of the balance in full of the accounts, any legal proceeding by you or us to collect a debt owed by the other (so that commencement of a legal action to collect such a debt shall not operate as a waiver of the right of either party to elect arbitration in the event a counterclaim is asserted in such action), any bankruptcy by you or us, and any sale or assignment by us of the accounts which are the subject of this Agreement. Except as otherwise provided in the "Restrictions on Arbitration" provision above, if any portion of this Arbitration Provision (other than the "Restrictions on Arbitration" provision) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.



Anr  Williams  
President

Global Commercial Card

 2007 American Express Travel Related Services Company, Inc.

## American Express® Executive Corporate Card Application

### Application Information - Application cannot be processed without required information

**Name** as you would like it to appear on the Executive Corporate Card \*Required (20 characters maximum, including spaces)

**Billing Street Address** \*Required (20 characters maximum, including spaces) Home Office

**City** (17 characters maximum, including spaces) **State** **Zip Code** **Country**

**Home Street Address** \*Required (if different than billing address)

**City** (17 characters maximum, including spaces) **State** **Zip Code** **Country**

**E-mail Address** \*\*Optional

**Social Security Number** \*Required for identification and servicing purposes **Home/Personal Phone Number** \*Required

- - - -

**Business Phone Number** \*Required **Fax Number**

- - - -

**Employee ID Number** (10 characters maximum) **Cost Center Number** (10 characters maximum)

**Universal Number** (25 characters maximum)

**Employee's Signature** Please read the Agreement before signing.

By signing below I indicate my acceptance of the terms and conditions of the Agreement.

**X** **Date**

### Program Administrator - Application cannot be processed without required information

**Basic Control Number** \*Required - please fill out or Application cannot be processed

**Company Name** (20 characters only, including spaces)

**Authorizing Signature**\*\*\* Please read the Agreement before signing.

I am authorized to complete this Application on behalf of the Company. By signing below I indicate my acceptance of the Agreement.

**X** **Date**

**PRINT Authorizer's Name** **Title**

**Phone Number** **Fax Number**

- - - -

**PRINT Program Administrator Name** \* May be previously filled out by PA **PA Phone Number**

- - - -

#### AGREEMENT:

Company and the Applicant (a) request that an Executive Corporate Card be issued to the Applicant on the Company's account, (b) authorize the receipt and exchange of credit information on the Company and the Applicant, (c) agree to be bound by the Agreement sent with the Executive Corporate Card and by the agreements covering Corporate Card related programs in which the Applicant is enrolled, and (d) agree that the Executive Corporate Card will be used for business or commercial purposes only. The Applicant (a) authorizes American Express to notify the Company if this Application is declined or if spending restrictions are applied to the Executive Corporate Card, and (b) agrees to be liable for payment to American Express of all amounts charged to the Executive Corporate Card.

\*\* This field is optional. We may also notify you about important account updates and services that may be suited to your needs. We will never share your email address. For information about how we protect our privacy, please visit [americanexpress.com/privacy](http://americanexpress.com/privacy)

#### Employee:

\*Required fields must be completed or Application cannot be processed.

Please complete and send to:

#### Program Administrator:

\*Required fields must be completed or Application cannot be processed.

Please complete and send to:

American Express  
P.O. Box 53816  
Phoenix, AZ 85072  
Or  
Fax to:  
623-492-3884

\*\*\* All Applications must be signed by a Company Representative or Program Administrator who has purchase authority and is authorized to open account(s) in the name of the Company. Title must be indicated.





**BUSINESS TRAVEL ACCOUNT - MEETING PLANNERS' ACCOUNT: CARDLESS**

**BTA APPLICATION TO BE COMPLETED BY COMPANY**

**INFORMATION ABOUT YOUR COMPANY**

State of California - City of Los Angeles, Harbor Department (Port of Los Angeles)

Company Name		Number of Years In Business	
Port of Los Angeles		100	
Main Office Address	Street	City	State Zip
425 So. Palos Verdes Street		San Pedro	CA 90731
Contact Name	Phone area code		
Karl Pan , Chief Financial Officer	(310) 732-7703		

**CREDIT INFORMATION**

Bank of America	
Primary Bank Reference	Branch
Address	City State Zip
	( )
Bank Officer	Phone area code Account Number

**INFORMATION ABOUT YOUR TRAVEL AGENCY**

Agency Name			
Address	City	State	Zip
Agent Name	Phone area code	ARC Number	

**CLIENT AUTHORIZATION**

The above named firm, corporation or partnership (Company) requests that an American Express Business Travel Account be opened in the name of the Company. The undersigned authorizing officer has read the Business Travel Account Agreement provided and agrees that the company will be bound by its terms and conditions and be liable for payment of charges in accordance with the Agreement upon approval of the application by American Express.

**All applications must be signed by a corporate officer, partner or proprietor of the Company who has purchase authority and is authorized to open the account in the name of the Company.**

<p><b>X</b> _____</p> <p>Signature of Authorizing Officer Date</p>
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<p>Geraldine Knatz, Ph.D.</p> <p>Name of Authorizing Officer (please print or type)</p>	<p>Executive Director</p> <p>Title</p>
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# TRAVEL MANAGEMENT SERVICES

An American Express company

## BUSINESS TRAVEL ACCOUNT.

### SET-UP SHEET

### TO BE COMPLETED BY BTA SALES REPRESENTATIVE

To establish a BTA for your client, simply complete the shaded portions of this application. Be sure to verify that the client information in the unshaded areas is completed and accurate.

<b>INFORMATION ABOUT BTA SALES REPRESENTATIVE</b>			
Doug Browne	Manager, Account Development	877-462-7956	
Name	Title	Phone w/ area code	
P. O. Box 96	Chicago Park	CA	95712
Office Address	City	State	Zip
Send a copy of the alphanumeric list to BTA Sales Representative? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>INFORMATION ABOUT BTA CLIENT</b>			
Is Company An American Express Corporate Card Client?			
X Yes, Account Number is:			
	3 7 8 2	-	7
<input type="checkbox"/> No, is this also a new Corporate Card account? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Company is a Division of the: State of California			
State of California	Sacramento	CA	95814
Company Name	City	State	Zip
Is company independently owned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Anticipated number of travelers per year (approx.) _____			
<b>BILLING INFORMATION: IMPORTANT INFORMATION***</b>			
Name of Billing Recipient (if different from name on application)			
Same			
Address	City	State	Zip
Anticipated Monthly Billings *** (approx.)	\$ 50,000	Preferred day of the month to receive statement:	<b>CYCLE 8</b>
Will this BTA be incorporated into a Corporate Card hierarchy? <input checked="" type="checkbox"/> Yes, Give intermediate or master control account number below.			
	3 7 8 2	-	
<b>Report information is available on the American Express Web Portal @Work. Once your Account is established you may register for @Work by calling 1-800-238-8087</b>			



**TRAVEL  
MANAGEMENT  
SERVICES**

An American Express company

**BUSINESS TRAVEL ACCOUNT:**

**SETUP SHEET TO BE COMPLETED BY BTA SALES REPRESENTATIVE**

**RECONCILIATION DISK REQUEST FORM**

Send BTA Reconciliation Disk to (choose one):  Travel Agent  Client

N/A

Recipient Name RMF Recipient ID OU/BU Cycle CID

Mailing address City State Zip

Type of Reconciliation Disk (choose one):  Travel Agent Format (Type "C" - Packed) Does not include trip detail  
 Client Format (Type "D" - Unpacked) Includes trip detail information

Size of Reconciliation Disk (Choose One):  3.5HD (1.44MB)  Other \_\_\_\_\_  
Disk Format  Lotus Full  Lotus Split  ASCII  C-ADS  Covia TS/2000  Worldspan

**SPECIAL HANDLING INSTRUCTIONS**

A Third Party letter will be required for disk information to be released to your travel Agency. Contact your BTA Representative for a sample format.

Electronic Data Transmission (air only) is available if travel agencies are capable.

**BUSINESS TRAVEL ACCOUNT**

<b>ASSIGNING BTA SUB-ACCOUNT NUMBERS</b>	<b>TO BE COMPLETED BY</b>
<b>COMPANY</b>	

With a BTA, assigning your own account numbers provides you with the flexibility to track and review account activity in a way that best suits your company needs - you get as many account numbers as you need. For each account number, transactions are sorted and subtotaled for each individual passenger by name and ticket number.

How to Assign Account Numbers:

1. To simplify account maintenance and facilitate handling of infrequent travelers and non-employees, we recommend that you assign account number to groups, such as departments or cost centers. (If you wish, travelers that require individual tracking can be assigned their own account number.)
2. For account numbers assigned to groups, give your Travel Agent a list of individuals for each group to be incorporated into their traveler profiles.

Simply list below the names for each Supplemental Account Number (20 character limit). If you need assistance for any reason, please don't hesitate to call your BTA sales representative.

1.	e.g. Airline	21.	
2.	e.g. Enterprise Car Rental	22.	
3.	e.g. Hotels	23.	
4.		24.	
5.		25.	
6.		26.	
7.		27.	
8.		28.	
9.		29.	
10.		30.	
11.		31.	
12.		32.	
13.		33.	
14.		34.	
15.		35.	
16.		36.	
17.		37.	
18.		38.	
19.		39.	
20.		40.	



**AMENDMENT TO THE BUSINESS TRAVEL ACCOUNT AGREEMENT  
BETWEEN COMPANY AND  
AMERICAN EXPRESS CORPORATE SERVICES COMPANY, INC.**

This amends the Business Travel Account (BTA) Agreement between the Port of Los Angeles ("Company") and American Express Corporate Service Company, Inc. ("Amexco").

The BTA Agreement is hereby amended to permit Company to use the BTA account number for the billing of hotel charges. The Company acknowledges that a minimal amount of information will be captured on the BTA statement for these charges (name of the service establishment and the dollar amount charged).

Company agrees to pay these charges in full (inclusive of any delinquency assessments) in accordance with the BTA Agreement, and that all terms and conditions of the BTA Agreement apply to the billing of hotel charges.

Except as specifically set forth herein, all terms and conditions of the BTA Agreement remain in full force and effect.

AMERICAN EXPRESS CORPORATE  
SERVICES COMPANY, INC.

PORT OF LOS ANGELES

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: GERALDINE KNATZ, Ph.D.

Title: \_\_\_\_\_

Title: Executive Director

**EFFECTIVE DATE:** \_\_\_\_\_

**BILLING ACCOUNT NUMBER: 3782-9**

**AMEX REQUESTOR:** \_\_\_\_\_ **TELEPHONE NO.:** \_\_\_\_\_

**REGION:** \_\_\_\_\_