Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

AGREEMENT

29343

THIS AGREEMENT is made and entered, in duplicate, as of March 10, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 8, 2005, by and between TRAVELERS EXPRESS COMPANY, INC. a Minnesota corporation, with its principal office at 1550 Utica Avenue South, Minneapolis, Minnesota 55416 "Contractor", and the CITY OF LONG BEACH, a municipal corporation, located at 333 West Ocean Boulevard, Long Beach, California 90802 ("City");

WHEREAS, City required an efficient arrangement whereby City's customers can pay their utility bills in person at convenient and readily accessible stations; and

WHEREAS, because the estimated expenditures for these remote pay stations was expected to be less than $100,000 Purchase Order BPFM04000050 ("Purchase Order") was issued by City; and

WHEREAS, the expenditures by the City will exceed $100,000 so that a contract is now required;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Contractor shall continue to furnish and maintain payment stations at mutually agreeable locations as described in the Purchase Order, attached to this Agreement as Exhibit "A" and incorporated by this reference. City shall pay to Contractor an amount not to exceed $175,000. As of March 10, 2005, Contractor has already been paid approximately $86,837.31. As a result, the total contract amount (not to exceed $175,000) shall be reduced by actual accumulated payments made under the Purchase Order as of March 10, 2005.

2. The term of this Agreement shall commence on April 1, 2004 (which is the commencement date of the Purchase Order) and shall end on September 30, 2005 provided, however, that City shall have the right to terminate this Agreement without

penalty and without cause by giving thirty (30) days prior notice to Contractor.

3. Any notice which, under the terms of the Agreement, must be given or made by either party, shall be in writing and personally delivered or deposited in the U.S. Postal Service, certified or registered mail, return receipt, addressed to the respective parties as follows:

If to Contractor:

Travelers Express Company, Inc.
1550 Utica Avenue, South
Minneapolis, Minnesota 55416

If to City:

City Manager
City of Long Beach
333 W. Ocean Boulevard
Long Beach, CA 90802

Notice or other communication shall be deemed to have been given or made on the date personal delivery is made or the date shown on the return receipt. Addresses for notice may be changed at any time by giving thirty (30) days prior notice.

4. This Agreement may be changed only by a written amendment executed by the authorized representative of the parties. No amendment or modification shall be made by course of performance, course of dealing or usage of trade. This Agreement shall be governed by the laws of the State of California, excluding those laws relating to conflicts of laws.

5. Contractor shall not assign or transfer this Agreement without the prior written consent of City. Any transfer or assignment without City's prior written consent shall

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