

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040490

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization of piggybacking from the State of Florida's Agreement with American Express for credit card transaction services for the Lee Way Service Center, at a rate of 2.15%. This contract shall be in effect until December 31, 2006 and has an option to renew for three (3) additional one-year periods. Authorize Chairman to execute the Subscription Agreement.

WHY ACTION IS NECESSARY: Board approval required.

WHAT ACTION ACCOMPLISHES: Allows the Lee Way Service Center the capabilities to utilize the AMERICAN EXPRESS credit card.

2. DEPARTMENTAL CATEGORY:

09 Transportation
COMMISSION DISTRICT #:

C9B

3. MEETING DATE:

05-11-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE AC-4-4
 - OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION
- BY: Scott Gilbertson, Director

7. BACKGROUND:

Public Works Administration received a request from the Toll Facilities, to utilize piggybacking from the State of Florida's Agreement, for credit card transaction services, and enter into a Subscription Agreement with American Express.

American Express requires the County to enter into a Subscription Agreement with American Express Travel Related Services Company, Inc.

Attachments: Two (2) Subscription Agreements.
State of Florida Agreement with American Express

Funds will be made available in account string: PE5414742104.503130

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Admin 7/21/04</i>			G County Manager
					OA	OM	Risk	GC
<i>4/19/04</i>	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					<i>4/21/04</i>	<i>4/21/04</i>	<i>4/21/04</i>	<i>4/21/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *4/20/04*
Time: *4:23 pm*
Forwarded To:
Budget
4/21/04 8:30am

RECEIVED BY
COUNTY ADMIN: *[Signature]*
4/21/04
9:30am
COUNTY ADMIN
FORWARDED TO:
4-22-04
11:25 am

SUBSCRIPTION AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This instrument (the "Subscription Agreement") is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**, ("we", "us" or "our"), and the undersigned governmental entity.

For good and valuable consideration, receipt of which is hereby acknowledged, you and we agree as follows:

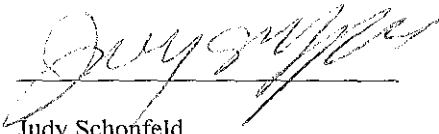
1. The terms and conditions of the Agreement for American Express Card Acceptance (the "Master Agreement") between the State of Florida and us shall be incorporated herein by this reference as if fully set forth herein.
2. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
3. For purposes of this Agreement, the terms "you" and "your" under the Master Agreement shall mean the undersigned governmental entity.
4. You agree to accept the Card under the terms of the Master Agreement, at a minimum, at all your locations where you accept any other charge, debit or credit card payment methods in payment for all goods and services sold (except as noted in the Master Agreement). You represent that you have received all necessary approval for you to enter into this Agreement.
5. Term of Amendment. Notwithstanding anything to the contrary contained herein, this Subscription Agreement shall continue in effect for so long as the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason, this Agreement shall terminate immediately without further notice.
6. All terms and conditions of the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Subscription Agreement to be executed effective as of March 23, 2004.

LEE COUNTY, FLORIDA
Board of County Commissioners

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

By: _____
Name: _____
Title: _____

By: 

Judy Schonfeld
VicePresident
Establishment Services

Discount Rate: 2.15%

APPROVED AS TO FORM:

By: _____
County Attorney's Office



AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

STATE OF FLORIDA

This agreement (*Agreement*) by and between AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., and STATE OF FLORIDA, applies to your acceptance of American Express® Cards. The words *we, our, us* and *American Express* mean American Express Travel Related Services Company, Inc. You and your mean State of Florida.

Chief Financial Officer means the Florida State Chief Financial Officer or Department of Financial Services. *American Express Card* or *Card* shall mean any card or account access device, bearing the American Express name or an American Express trademark, service mark or logo. *Cardmember* means the person whose name appears on the Card. Payments or purchases made with the Card are *Charges*.

You agree to accept the Card for the purchase of goods and/or services and for payment of obligations owed (except as noted herein). This includes sales and payments made in person, by telephone, by mail, through a Self Service Terminal (SSJ), via the Internet or by any other method. You shall accept the Card, without discrimination, in accordance with the terms and conditions of this Agreement, at all your locations (*Establishment(s)*). In materials that you receive from us, Self Service Terminals may also be referred to as Customer Activated Terminals or CATs.

By accepting Cards for the purchase of goods and/or services and for payment of obligations owed, you agree to be bound by this Agreement. You further agree to comply with, and be bound by, our policies and procedures, of which we notify you, including, without limitation, those set forth below under the heading "Card Acceptance and Operating Procedures", as such may be amended from time to time upon prior written notice to you.

STANDARD CONTRACT

This Agreement is developed pursuant to Chapter 215.322, Florida Statutes. American Express agrees to accept this Agreement, which shall be the Chief Financial Officer's Standard Contract for these government entities. The provisions of this Agreement shall be made available to all state departments and agencies, the judicial branch, units of local government, institutions, offices, colleges, universities, school districts, counties, etc. (individually, a *State Entity* and collectively, *State Entities*). A State Entity participates in Card acceptance by signing a copy of the Agency Participation Agreement ("Participation Agreement"), a copy of which is attached as Exhibit A. The Participation Agreement can be made available to a State Entity online whereby the State Entity can print the Participation Agreement, sign it and send it to us. A State Entity can also participate in Card acceptance by completing our online application or by signing a separate agreement with us. In cases where we need to contact State Entities to implement Card acceptance, you agree to provide us with a letter of endorsement and/or assistance as required. A State Entity and/or State Entities may also be referred to as an *Establishment*. The parties shall mutually agree upon the form of letter of endorsement.

TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2004 through December 31, 2006, unless terminated earlier under the terms provided herein. Upon mutual consent, the Chief Financial Officer and American Express may renew this Agreement or any portion of this Agreement for three (3) additional one-year periods, or portions thereof. This Agreement together with any renewals provided for herein shall be subject to the availability of funds and legislative appropriation.

CARD ACCEPTANCE AND OPERATING PROCEDURES

Treatment of Cards

When a customer asks what payment methods you accept, you agree to mention the American Express Card. Whenever and wherever you indicate payment methods you accept for goods, services or payments owed to you, including but not limited to decals, advertisements, direct mail, audio messages, and websites (including the website payment page), you shall display the American Express name, logo and other similar identification as prominently as you display such identification for Other Payment Products. When a Cardmember makes or requests to make a purchase with the Card, you agree not to: (i) try, in any way, to persuade the Cardmember to use any other payment method (e.g., payment by check); (ii) offer to extend payment services to the Cardmember for that transaction through any Other Payment Product; (iii) criticize or mischaracterize the Card or any service or programs offered in connection with the Card; or, (iv) impose any restrictions or conditions on the use or acceptance of the Card that are not imposed equally on the use or acceptance of all Other Payment Products.

Charge Records

For every Charge you agree to create either a paper record of Charge or an electronically reproducible record of Charge (*Charge Record*) containing the following information associated with the Card transaction: 1) the Card account number, Cardmember name, and expiration date via an imprinter, Card swipe device or data entry device; 2) the date the Charge was incurred; 3) the amount of the Charge, that must be the total purchase price of the goods or services purchased on the Card plus applicable taxes; 4) the six (6) digit Authorization approval code number; 5) a mutually acceptable description of the goods or services purchased including the quantity of product(s) or service(s) sold to the Cardmember; 6) an imprint or other registration of your name, address, Establishment Number (i.e., the unique number we assign to your Establishment) and, if applicable, store number; 7) the Cardmember's signature; and 8) the words "No Refunds" if you have a No Refund policy.

Card Present Charges

A *Card Present Charge* is a Charge for which the Card is presented at the point of purchase. For Card Present Charges, you agree to:

- *Verify that the Card is not visibly altered or mutilated;
- *Ensure that the Card is being used within the valid dates shown on the face of the Card;
- *Ensure that the account number on the face of the Card matches the account number that appears on the back of the Card.
- *Verify that the Card is signed in the same name as the name that appears on the front of the Card;
- *Create a Charge Record as described in this Agreement and verify (i) that the Cardmember's name and signature on the Charge Record matches the name and signature on the Card and (ii) that the Card account number and expiration date printed on the Charge Record matches the expiration date and account number that appears on the Card;
- *Obtain Authorization as described below.

Card Not Present Charges

A *Card Not Present Charge* is any Charge for which either (i) the Card is not presented at the point of purchase, such as a Charge made by mail, by telephone, through the Internet, or (ii) the Card is used at unattended Establishments, such as SSTs. For the purposes of this Agreement, a *Telephone Order* occurs when Card payment information is taken over the telephone; a *Mall Order* occurs when Card payment information is sent via the mail.

If a Cardmember denies making or authorizing any Card Not Present Charge, we will have the right to Full Recourse for such Charge. We will not exercise Full Recourse for such Charge based solely upon a claim that physical goods were not received if you have: 1) verified with us that the address to which the goods were shipped is the Cardmember's billing address; and 2) obtained a receipt signed by an authorized signer verifying the delivery of the goods to such address.

For Card Not Present Charges, you agree to:

*Create a Charge Record as described above, except with the words "Mall Order", "Internet Order", "Telephone Order" or "Signature on File", as applicable, on the Cardmember signature line, or, for SST Transactions, flagged with a SST indicator; and

*Obtain Authorization as described below.

Internet

The term *Internet* shall include online services, worldwide web and other similar networks. An *Internet Order* occurs when Card payment information is taken online, via a website payment page, email or other online network, in payment for goods, services and/or obligations owed. A transaction in which goods or services are ordered online and physically delivered offline (e.g. clothing) or where payment is made for obligations owed (e.g. licenses, permits) is referred to as an *Internet Physical Delivery Transaction*.

We will accept Charges for Internet Orders, subject to the following terms and conditions, which are in addition to the requirements for Card Not Present Charges:

- o You shall encrypt every Internet Order using encryption software approved by us;
- o You shall not send information concerning any Internet Order via the Internet or via any other electronic mail medium to anyone other than the Cardmember who made the Internet Order or to us;
- o You shall submit all Charges for Internet Orders electronically;
- o You shall comply with any additional requirements we may have from time to time for Internet Orders;
- o You agree to provide us with at least one (1) month's advance written notice of any change in your Internet address; and
- o We will not be liable for fraudulent transactions over the Internet.

SSTs

We will accept Charges for purchases made at a SST or payment kiosk unattended by you, subject to the following additional terms and conditions, which are in addition to the requirements for Card Not Present Charges:

- o Requests for Authorization must include provision of the full magnetic stripe data stream from the Card;

- o All requests for Authorization and all Submissions of Charge Data from your Establishment(s) must be flagged with a SST indicator; and
- o If you accept the Card at a SST which is part of, or attached to, a fuel dispenser, you will follow additional Authorization procedures which we shall provide to you.

Authorization

You agree to obtain a six (6) digit authorization approval code number from us (Authorization) for all Charges regardless of the amount of the Charge. Each Authorization request must be for the total price of the goods or services purchased plus applicable taxes. If a Charge is submitted to us more than thirty (30) days from the original Authorization date, a new Authorization approval code number must be obtained. For Charges of goods or services that are shipped or provided more than thirty (30) days after the order is made, you must obtain Authorization for each such Charge at the time the order is made and again immediately before you ship the goods or provide the services to the Cardmember. Authorization does not guarantee that we will accept the Charge without exercising our right to Full Recourse, nor is it a guarantee that the person making the Charge is the Cardmember. You agree not to obtain Authorization on behalf of any other entity. You are required to perform an Authorization reversal for all Charges that have received Authorization but are not then submitted to us.

If you are processing Card Present Charges electronically, you must transmit full magnetic stripe data with your Authorization request via a swipe of the Card through your electronic authorization terminal. If the magnetic stripe is unreadable and you have to key the transaction to obtain an Authorization, you must take a manual imprint of the Card to validate Card presence. If you fail to take a manual imprint for any keyed transaction, we will have the right to Full Recourse for such Charge.

If your electronic authorization terminal is unable to reach our computer authorization system for Authorization, you agree to obtain Authorization for all Charges by calling us at our Authorization telephone number. You shall be charged sixty-five U.S. cents (U.S. \$0.65) for each Charge for which you request Authorization by telephone unless such failure to obtain Authorization electronically is due to our computer authorization system being unavailable or inoperable. We reserve the right to change the amount we charge you for requesting Authorization by telephone at any time.

Credits

You agree to issue Credits only for Charges made with the Card. When you give a refund to a Cardmember for a purchase made with the Card, you must refund the Charge amount, or any portion thereof that is being refunded, to the same Card account used to make the initial purchase (Credit). You must obtain an Authorization for the full amount of the Credit being issued. You must also create a record of Credit that complies with our requirements (Credit Record) and submit the Credit to us within seven (7) days of determining that the Credit is due. We will deduct the full amount of the Credit from our payments to you. If we are unable to deduct such amount, you must pay us promptly upon receipt of our invoice. You agree not to give a cash refund to the Cardmember for goods or services the Cardmember purchased with the Card.

Refund Policy

Your refund policy for purchases made with the Card must be at least as favorable as your refund policy for purchases made with any other form of payment. You agree to disclose your refund policy to Cardmembers at the time of the purchase and in a manner that complies with applicable law.

Submission and Acceptance of Charges and Credits

You shall submit all Charges to us within seven (7) days of the date they are incurred; provided, however, that you agree not to submit any Charge until the goods or services purchased have been delivered to the Cardmember. You also agree not to submit Charges or Credits on behalf of any other entity. You agree to submit Credits as described in the section entitled Credits. Charges and Credits will be deemed accepted on a given

business day if received and processed by us before our close of business for that day at the location we designate. We may assign to each Establishment a unique Establishment Number. You shall submit all Charges (and any related Credits) separately according to each respective assigned Establishment Number.

When you submit Charges and Credits electronically (Charge Data), you agree to do so over communication lines (Transmission). Transmissions must comply with the specifications we provide and must contain information required by us, including, but not limited to, the Establishment Number we assign to you and a mutually agreeable description of the goods or services purchased. At our request you agree to place additional, less or differently formatted information on Transmissions within thirty (30) days written notice from us. We are not obligated to accept any Transmission that does not comply with our requirements. Even if you transmit Charges and Credits electronically, you still must complete and retain Charge Records and Credit Records.

Processors

You may retain, at your expense, a third party approved by us (Processor) for obtaining Authorizations and/or submitting Charge Data. You agree to ensure that any such Processor(s), and any other vendor(s) used by you, work cooperatively with us to enable Card acceptance, so long as this Agreement is in effect. You are responsible for any errors, omissions, delays, losses or expenses caused by your Processor, as well as for any fees that we incur from your Processor, or as a result of the system your Processor uses to transmit requests for Authorizations and Charge Data to us for processing, and we have the right to bill you for any such fees or deduct such fees from our payments to you. You agree to provide us with all relevant information we request about your Processor and you agree to notify us promptly in writing if you change your Processor.

Third Party Service Providers

If you currently use a Third Party Service Provider (TPSP) to accept the Card on your behalf, you agree to provide us with all relevant information we request about the TPSP. If you do not currently use a TPSP, but elect to use a TPSP during the term of this Agreement to accept the Card on your behalf, you agree to notify us promptly in writing that you contracted with a TPSP and provide us with all relevant information that we request about the TPSP. You acknowledge that the TPSP's acceptance of the Card on your behalf is subject to a separate Card acceptance agreement between us and the TPSP, and that we shall have no obligations to you under such separate Card acceptance agreement.

Automatic Bill Payments/Recurring Billing Charges

If you offer automatic/recurring billing for a series of separate purchases or payments, you must obtain the written consent of the Cardmember authorizing you to bill his/her Card account for such amounts at specified times (Recurring Billing Charges). You must obtain such consent before submitting the first Recurring Billing Charge and you must notify the Cardmember that he/she is able to discontinue consent for Recurring Billing Charges at any time.

You must retain evidence of such consent for twenty-four (24) months from the date you submit the last Recurring Billing Charge. Before submitting each Recurring Billing Charge, you must obtain Authorization and complete a Charge Record with the words "Signature on File," on the Cardmember signature line. In the event that the Agreement is terminated, then you shall advise all Cardmembers for whom you have submitted Recurring Billing Charges that you will no longer be accepting the Card. The cancellation of a Cardmember's Card account constitutes immediate cancellation of Cardmember's consent for Recurring Billing Charges and we shall have no obligation to notify you of such cancellation and we shall have no liability to you arising from any such cancellation. In the event the Cardmember asks you to discontinue the Recurring Billing Charges, you are required to implement such cancellation immediately and to provide a cancellation number to the Cardmember. If a Cardmember's Card account is cancelled, or if the Cardmember elects to terminate consent to Recurring Billing Charges, it is your sole responsibility to arrange with the Cardmember to use another form of payment (as applicable).

If you offer automatic/recurring billing, you agree that we may use the name and address of your Establishment(s), including, but not limited to your physical address, website address and/or URL (if applicable), and/or your customer service number in any form of media that we may create to inform Cardmembers of the

merchants that offer such service. You agree to permit us to establish a hyperlink, using your website address and/or URL, from our website to the home page or the automatic/recurring billing web page of your website.

Document Retention

For each Charge and Credit, you agree to retain the original Charge Record or Credit Record (as applicable) and all documents evidencing such transaction or reproducible records thereof, for twenty-four (24) months from the later of (i) the date you submitted the Charge or the Credit to us or (ii) the date you have fully delivered the goods or provided the services purchased. You agree to provide a copy of the Charge Record or Credit Record and other supporting documents to us within twenty (20) calendar days of our request and you acknowledge that we will have Full Recourse with respect to any Charge for which you fail to provide such documents within such time period.

Payment

We will pay you in United States Dollars for the face amount of such Charges you submit, minus (i) Credits and (ii) any amounts you owe us pursuant to the terms of this Agreement other than the Discount, as defined below in "Billing and Payment of Fees". You may not receive payment on behalf of any other entity. In the event that you receive any payment from us that is not owed to you pursuant to this Agreement, you shall promptly return such payment to us. If you do not promptly return such payment to us, we reserve the right to withhold future payments to you until such payment is fully recouped by us.

You have designated a demand deposit account(s) (Account(s)) with a third party bank located in the United States (Bank), which can receive payments electronically via the Automated Clearinghouse of the Federal Reserve System (ACH). Under the Electronic Pay Program (Electronic Pay), payments for Charges from your Establishments located in the United States are sent electronically via ACH. In order to be eligible for this, you and the State Entity must: 1) submit all Charges to us electronically and 2) receive all payments via ACH. You must submit Charges and Credits in United States Dollars and we will pay you in United States Dollars. We will initiate payment to the Account via ACH within two (2) calendar days (excluding Sunday and any Federal Reserve holiday) after we receive and process your Charges. If your payment date falls on a day that our bank is not open for processing ACH payments, we will initiate payment on the next day our bank is open for processing ACH payments. We will not be responsible for any obligations, damages or liabilities over and above the amount of the applicable debit, credit or adjustment to your Account in the event that any such debit, credit or adjustment is not honored by your Bank or is improperly applied to your Account. It is your responsibility to notify us of any changes to your Bank or ACH information.

You represent and warrant that you have not assigned to any third party any payments due to you under this Agreement, and that we will not have any obligation to any third party with respect to the payments hereunder. You acknowledge that you have no right to bill and/or collect from any Cardmember for any purchase or payment made with the Card unless we have exercised Full Recourse for such Charge(s), you have fully paid us for such Charge(s), and you otherwise have the legal right to do so.

We will pay you for Charges via the Electronic Pay Program described above unless you request in writing to be paid by check. If you are paid by check, we will charge a processing fee of ninety-five cents (U.S. \$0.95) per check.

Billing and Payment of Fees

The Discount is the amount we charge you for accepting the Card. The Discount Rate is the percentage set forth on the signature page of this Agreement. The prices established by this Agreement will be fixed for the duration of the Agreement and subsequent renewals and will not be changed unless more favorable terms are offered by American Express and accepted by the Chief Financial Officer and State Entities.

The Discount will not be deducted from the face amount of the Charges you submit. Instead, each State Entity shall be given the option of having billing and payment by an invoice process or permit us, at the end of each month, to debit the Account(s) designated by the State Entity for the aggregate Discount with respect to all of that month's Charges. If you or the State Entity choose electronic debit, you or the State Entity must notify the Bank

that we may have access to the Account(s), or certain of the Accounts, for the purposes of debiting amounts invoiced to you on a monthly basis, as described above.

We acknowledge that vendors providing goods and services to a State Entity should be aware of the following timeframes. Upon receipt, a State Entity has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase orders or contract specifies otherwise. A State Entity has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within forty (40) days, a separate interest penalty, computed at the rate determined by the State of Florida Comptroller pursuant to Section 215.422 F.S., will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to the vendor because of vendor preparation errors will result in a delay of the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. You acknowledge that the invoice attached as Exhibit C is in a format that, when completed, would constitute a properly completed invoice.

A "Vendor Ombudsman" has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments (s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling State Comptroller's Hotline, 1-800-848-3792.

Convenience Fees

A convenience fee is a fixed rate or variable rate charge assessed by a merchant to a charge, credit or debit card payment to help defray the cost of a unique transaction. Merchants may assess a convenience fee within the confines of the following criteria.

- a. A convenience fee may not be imposed if prohibited by state law or card or company policy or regulations.
- b. The convenience fee must be related to convenience to the consumer, such as eliminating a need to make a payment in person by offering alternatives such as, via the Internet, SST, kiosk or by phone.
- c. *Disclosure to Cardmembers:* You, or the Establishment, must clearly disclose the amount of the convenience fee to the Cardmember and the Cardmember must be given the opportunity to cancel the transaction if the Cardmember does not want to pay the convenience fee. Moreover, any explanation, verbal or written, describing why you, or the Establishment, is imposing a convenience fee, or how it is calculated, must not characterize the convenience fee as a charge to cover your, or the Establishment's, costs of accepting the Card or Other Payment Products. Since the amount of the convenience fee is related to the costs of providing a convenient method of payment, e.g. kiosk, SST, the convenience fee that would apply to use of the Card should be the same as the convenience fee charged for use of Other Payment Products.

Full Recourse

Full Recourse means our right to payment from you for the full amount of each Charge subject to such right. We have the right to deduct, recoup and/or offset such amount from payments to you, or we may notify you of your obligation to pay us. If we contact you to request payment, you agree to pay us promptly for the full amount for which we have exercised Full Recourse. Our failure to demand payment does not waive our rights to Full Recourse under this Agreement. We have the right to Full Recourse if you do not comply with the terms of this Agreement, even if we had notice when we paid you for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question. We will also have other rights to Full Recourse as provided elsewhere in this Agreement. In materials that you receive from us, the term Full Recourse may also be referred to as *Chargeback*.

Disputed Charges

With respect to a claim, complaint or question brought about any Charge (*Disputed Charge*), (i) we shall have the right to Full Recourse, prior to contacting you, if we determine that we have sufficient information to resolve the Disputed Charge in favor of the Cardmember or (ii) we may contact you prior to exercising our right to Full Recourse with respect to a Disputed Charge. In case of either (i) or (ii) above, you shall have up to a maximum of twenty (20) days after we contact you with respect to a Disputed Charge, to provide a written response to us, which contains the information we require. We shall have the right to exercise Full Recourse, or our previous decision to exercise Full Recourse rights shall remain in effect, for the amount of the Disputed Charge if, by the end of that twenty (20) day time period, you have not fully resolved the Disputed Charge or provided us with the information requested enabling us to resolve the Disputed Charge.

We shall make a final determination, based upon the information provided by you and by the Cardmember, whether the Disputed Charge should be resolved in your favor or in favor of the Cardmember. If resolved in favor of the Cardmember, we shall have the right to exercise Full Recourse for that Disputed Charge, or our previous exercise of Full Recourse shall remain in effect.

Prohibited Transactions

You agree not to accept the Card for: damages, losses or any other costs or fees that are beyond the normal price (plus applicable taxes) for the goods or services provided; amounts that are past due; gambling services, gambling chips or gambling credits (including but not limited to online gambling); lottery tickets; adult digital content sold via an Internet Electronic Delivery Transaction; cash; sales made by a different business entity and/or sales made by a business which operates within a different industry from the industry indicated on the signature page of this Agreement; sales by third parties; goods that will be resold; amounts that do not represent a bona fide sale of goods or services at your Establishment; illegal business transactions; other item(s) of which we notify you.

CONFIDENTIALITY AND DATA SECURITY

Each party shall keep confidential and not disclose to any third party the terms of this Agreement and any information it receives from the other party that is not publicly available.

You agree that the names, addresses, account numbers, Card Identification Numbers (CIDs) and any information and data relating to Cardmembers and Card transactions (collectively, *Cardmember Information*) is confidential and our sole and exclusive property. Except as provided in this Agreement, you and your Processor may only use and store such Cardmember Information to facilitate Card transactions. You must not disclose or use Cardmember Information for any other purpose and you are responsible and liable for ensuring that your Processor complies with this section. If any Cardmember Information is stored in your systems or your Processor's systems, you and your Processor must adhere to our Data Security Operating Policies. Neither you nor your Processor shall store Cardmember Information longer than is necessary for purposes of this Agreement. You agree to, and shall cause your Processor to: (i) implement appropriate measures designed to ensure the security and confidentiality of Cardmember Information while it is in your or your Processor's possession or control; (ii) protect Cardmember Information against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to, or use of, Cardmember Information. You also agree to cause all your agents, representatives, subcontractors, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement, to implement appropriate measures designed to meet the requirements set forth in this section. You are responsible for ensuring that the Cardmember Information remains secure and you must notify us immediately if the Cardmember Information is compromised. If you fail to notify us immediately of such compromise you will be responsible for (i) all fraudulent transactions related to such compromise, and (ii) all costs we incur as a result of such compromise.

TRADEMARKS, SERVICE MARKS AND BRAND TREATMENT

This Agreement does not give either party any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation (*Marks*). No use may be made of either party's Marks without the prior written permission of the owner of the Marks. Where you mention the Card as a payment method you agree to use our Marks, but only as described in our logo sheets. You agree that we may use the

name and address of you and your Establishment(s), including, but not limited to, your physical address, website address and/or URL (if applicable,) and your customer service number, as described in the section titled Automatic Bill Payments/Recurring Billing Charges and in other materials we may issue from time to time.

You agree that you will not engage in any marketing or promotional activities that are detrimental to our business or the American Express brand including, but not limited to, engaging in any programs that indicate or imply that you prefer, directly or indirectly, any Other Payment Product(s). Except for special promotions of limited duration (not to exceed six (6) months), funded by an issuer of any Other Payment Product, and except for your own card that is issued solely by you and is usable only at your Establishments, you agree not to promote the use of any Other Payment Product more actively than you promote the use of the Card, subject to your compliance with the immediately preceding sentence. Furthermore, you agree to display American Express icons, signs, decals and other identification as prominently and in the same manner as for any Other Payment Products at your Establishments, including our "Take-One" containers filled with Card application forms.

NOTICES

All notices hereunder shall be in writing, and may be sent by hand delivery; by first class mail, postage prepaid; by expedited mail courier service; or by facsimile transmission provided that receipt of such transmission is confirmed by telephone, and shall be sent to the addresses set out below. Notices shall be deemed given upon delivery, if hand-delivered or sent via facsimile transmission, or three (3) days after mailing.

Unless otherwise notified, you will send all notices to:

American Express Travel Related
Services Company, Inc.
1661 E. Camelback
Attn: SRG Unit

Contract notice matter will be sent to you at:

State of Florida
1801 Heritage Blvd., 4th Floor
Tallahassee, FL 32399-0344
Chief, Bureau of Funds Management

and to the following addresses:

American Express Travel Related
Services Company, Inc.
200 Vesey Street
New York, NY 10285
Attn: General Counsel's Office/RS Group

Merchant notice matters will be sent to:
The appropriate merchant.

INDEMNIFICATION/LIMITATION OF LIABILITY

Except if prohibited by applicable law, each party agrees to indemnify and hold harmless the other party, its parent, subsidiaries, affiliates, successors and/or assigns from and against any and all damages, losses, costs and/or expenses including, but not limited to, reasonable legal fees, arising from the indemnifying party's actions or failure to act in connection with the relationship established by this Agreement, including but not limited to the breach of this Agreement by the indemnifying party.

In no event will either party be responsible or liable for any incidental, indirect, speculative, consequential, special, punitive or exemplary damages of any kind arising from this Agreement. Neither you nor we shall be responsible hereunder for damages arising from delays or problems caused by any telecommunications carrier or banking system; provided, however, that the foregoing shall have no effect upon our rights regarding the creation of a Reserve or our rights to Full Recourse pursuant to this Agreement.

NEGOTIATION/MEDIATION OF DISPUTES

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement, or the breach thereof, the parties hereto shall use commercially reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days from first written notice of the dispute, then the parties agree first to try to settle the dispute by

mediation administered by an entity or organization located in New York, New York mutually agreed upon by the parties before resorting to litigation. The parties shall share equally in the costs of mediation. All offers, promises, conduct and statements, whether written or oral, made in the course of the negotiations and mediation by any of the parties, their agents, employees, experts and/or attorneys, and/or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation. Either party may seek equitable relief prior to mediation to preserve the status quo pending the completion of that process. This provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered.

TERMINATION

In the event a party commits a material breach of this Agreement, in addition to other rights and remedies, the other party has the right to send the breaching party a written notice which specifies the breach and provides the breaching party an opportunity to cure the breach within a period of time no less than thirty (30) days (*Cure Period*). If the breach is not cured within the Cure Period, then the non-breaching party has the right to terminate this Agreement by written notice to the breaching party, with termination to be effective not less than ten (10) days following the end of the Cure Period. If this Agreement is terminated, our right of direct access to the Account will survive the termination until such time as all amounts payable to us under this Agreement have been paid.

Except as expressly stated herein, in the event that you engage in any marketing or promotional activities that are detrimental to our business or the American Express brand, and in addition to any and all other rights and remedies we may have under this Agreement and/or in law or in equity, we shall have the right to immediately terminate this Agreement upon our sending written notice of such termination to you. In the event that we determine or have reason to believe, in our sole discretion, that you are involved in a fraudulent or illegal business, or that you knowingly participate in or have participated in fraudulent business transactions or activities, we have the right to terminate this Agreement immediately without prior notice to you. You agree that this Agreement is a contract to extend financial accommodations and that if bankruptcy proceedings or similar proceedings are filed with respect to your business, this Agreement is automatically terminated.

In addition to all other rights and remedies, in the event of termination of this Agreement, we shall also have the right to withhold from you any payments until we have first deducted any amounts owing to us or Our Affiliated Entities. If any such amounts remain unpaid after all deductions are made, you and your successors and assigns shall remain liable to pay such amounts and shall pay us within thirty (30) days after our request for payment.

Upon termination, you must: 1) remove all American Express identification and return our materials and equipment immediately; 2) submit any Charges incurred prior to the termination in accordance with this Agreement; and 3) submit any Credits relating to these Charges in accordance with this Agreement. Our rights under the sections entitled "Full Recourse", "Disputed Charges", "Reserve", "Confidentiality and Data Security", "Indemnification/Limitation of Liability", "Negotiation/Mediation of Disputes", "Payment" and "Term and Termination" shall survive termination of this Agreement.

REPRESENTATIONS

Each party represents to the other party that (a) it is duly qualified, registered and licensed to do business; (b) it has the full power and authority to perform its obligations and pay its debts hereunder as they become due; (c) it has and shall continue to have all the necessary assets and liquidity to perform its obligations and pay its debts hereunder as they become due; and (d) there is no circumstance threatened or pending that might have a material adverse effect on its business, assets or condition or on its ability to perform its obligations or pay its debts hereunder.

COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations and rules applicable to its respective business.

WARRANTY

You represent and warrant that all indebtedness arising from Charges that you submit is genuine and free of any liens, claims or encumbrances.

HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the provisions of this Agreement.

ASSIGNMENT

Either party may assign this Agreement to its respective parent corporation and/or any of its respective subsidiaries or affiliates on thirty (30) days prior written notice to the other party, provided that such entity is engaged in the same business and industry at the time of such assignment as the assigning party is engaged in as of the Effective Date hereof, and that it is fully capable of performing all the assigning party's financial and business obligations hereunder. Except as specifically indicated herein, this Agreement shall be binding upon, and inure to the benefit, of the parties and any of their respective successors and permitted assigns.

NO WAIVER/RIGHTS AND REMEDIES CUMULATIVE

All rights and remedies of the parties hereto are cumulative and not alternative. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No waiver of any term hereof shall be deemed effective unless in writing signed by the party against whom the waiver is sought to be enforced. No waiver of any single breach shall be deemed to be a waiver of any other or subsequent breach. The terms and conditions of the Agreement supersede any course of dealing between the parties, and no course of dealing by either party in exercising any of its rights or remedies will constitute a waiver thereof.

CHANGING THIS AGREEMENT

Except as specifically indicated above, any amendment(s) to this Agreement must be made in writing and duly signed by both parties.

SAVINGS CLAUSE

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be removed and replaced by an enforceable provision that most closely reflects the intentions of the parties hereto, and the balance of this Agreement shall remain unaffected thereby.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

COMPLIANCE WITH CHAPTER 287, FLORIDA STATUTES:

This Agreement, by its terms, has been divided into units of deliverables within the meaning or contemplation of Chapter 287, Florida Statutes. Services must be delivered or accepted by the Chief Financial Officer or applicable State Entity prior to payment therefor.

- a. Expenses of Financial Institution. This Agreement does not envision payments for expenses of the financial institution. Any travel for which reimbursement may be sought must receive the Chief Financial Officer's advance approval. Bills for travel expenses (as provided for by, or within the meaning or contemplating of Section 112.061, Florida Statutes), shall be submitted in accordance with Section 112.061, Florida Statutes.
- b. Public Access to Records. The Chief Financial Officer has the right of unilateral cancellation of this Agreement for and upon refusal by the financial institution to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and of this Agreement and made or received by the contractor in conjunction with this Agreement, subject to federal laws and regulations. The financial institution shall be entitled to compensation at standard cost for any research and reproduction of materials so provided.
- c. American Express shall not be required to disclose to the public any proprietary copyrighted trade secrets or other material protected by law as referred to in Section 119.07, Florida Statutes.

ENTIRE AGREEMENT

This Agreement and along with any exhibits and/or attachments, is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof.

COUNTERPARTS AND FACSIMILE VERSIONS

Signed facsimiles or photocopies of this Agreement and any amendments thereto shall be binding upon and enforceable against the parties and have the same force and effect as if original signatures were affixed hereto. This Agreement may be executed in counterparts, all of which together shall constitute an executed agreement.


AUTHORITY TO SIGN

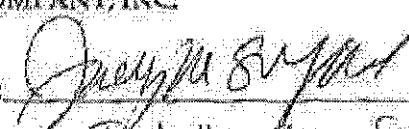
Each party represents that the individual who signs this Agreement has authority to do so and to bind it to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your subsidiaries and affiliates.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STATE OF FLORIDA

AMERICAN EXPRESS TRAVEL
RELATED SERVICES
COMPANY, INC.

By: 
 Name: PAUL MITCHELL
 Title: CHIEF OF STAFF

By: 
 Name: Judy M. Schonfeld
 Title: Vice President

Discount Rate: 2.15%



Exhibit A

STATE ENTITY

AGENCY PARTICIPATION AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This instrument and the attachment hereto (the "Agency Participation Agreement") is between AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., ("we", "us" or "our"), and the [STATE ENTITY] [DEPARTMENT OF XXXXXXXX].

For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. The terms and conditions of the Agreement for American Express® Card Acceptance (the "Master Agreement") between the [STATE ENTITY] and us shall be incorporated herein by this reference as if fully set forth herein.
2. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
3. For purposes of this Agency Participation Agreement, the terms "you" and "your" under the Master Agreement shall mean the [STATE ENTITY] [DEPARTMENT OF XXXXXXXX].
4. You agree to accept the Card under the terms of the Master Agreement, at a minimum, at all your Establishments where you accept any other charge, credit, debit or smart card or similar card, service or payment product for goods or services sold or payments due to you (except as noted in the Master Agreement). In addition, you represent that you have received all the necessary approvals from the State Chief Financial Officer's Office for you to enter into this Agency Participation Agreement.
5. Notwithstanding anything to the contrary contained herein, this Agency Participation Agreement shall continue in effect for so long as the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice.
6. All terms and conditions of the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____.

STATE ENTITY
DEPARTMENT
OF XXXXXXXX

AMERICAN EXPRESS TRAVEL
RELATED SERVICES
COMPANY, INC.

By: _____

Name: _____

Title: _____

Agency Participation Agreement - Set Up Form
[STATE ENTITY] [DEPARTMENT OF XXXXXXXXXX]

Main Address: _____

Primary Contact Name: _____

Telephone Number: _____ Fax Number: _____ email: _____

Banking Information:

Banking Contact Name: _____

Telephone Number: _____ Fax Number: _____ email: _____

Depository (ACH) Account for American Express deposits:

ABA # _____ DDA# _____

Debit (ACH) Account for American Express debits (if different to Depository Account):

ABA # _____ DDA# _____

Payment Information:

Payment Contact Name: _____

Telephone Number: _____ Fax Number: _____ email: _____

Individual Pay (Per Establishments) Central Pay (All Establishments Combined)

Net Pay Pay-In-Gross (Auto debit on the 5th of following month)

Reporting Information

Reporting Contact Name: _____

Telephone Number: _____ Fax Number: _____ email: _____

Standard Reporting

Electronic Reporting: www.americanexpress.com/smarthub/ess (enrollment screen)

Supply Information:

Send Start-Up Kits: No Yes If yes, where should kits be sent? To all Establishments

To specific Establishments: _____

Supplies Requested: Number of Multi-Card Decals: _____ Number of Multi-Card Plaques: _____

Number of Amex Only Decals _____ Number of Amex Only Plaques _____

Additional Supply Requests: _____

Establishment Information: (PLEASE COMPLETE THIS FORM FOR EACH ESTABLISHMENT UNDER THIS AFA)

Agency Participation Agreement - Set Up Form (Continued)
[STATE ENTITY] [DEPARTMENT OF XXXXXXXXXX]

Account Name:														
[25 character limit]														

DBA Name:														
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Address 1:														
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Address 2:														
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City:														
-------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Zip Code										State	
----------	--	--	--	--	--	--	--	--	--	-------	--

Establishment's Internet Site/Website Address (if applicable)														
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agency's Gross Revenue or Card Revenue														
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Authorized Signer's Name:														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Establishment Contact Name:														
Telephone Number:														
Fax Number:														
email:														

Processor Information:														
Is the same Processor at all Establishments? Yes <input type="checkbox"/> No <input type="checkbox"/>														
Processor Name at this Establishment														
Telephone Number:														
Fax Number:														
email:														

Terminal Information:														
Is the same Terminal Type/Model in use at all Establishments? Yes <input type="checkbox"/> No <input type="checkbox"/>														
Terminal Type/Model at this Establishment														

Exhibit B

Sample Invoice