



**AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE
WITH BROWARD COUNTY**

This Agency Participation Agreement and any attachments hereto is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we, us or our*), and **BROWARD COUNTY, a political subdivision of the State of Florida** (*you and your*).

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 between the State of Florida and us (*Card Acceptance Agreement*) are incorporated herein by this reference as if fully set forth herein and all references therein to “you” and “your” apply to you. The terms “Department,” “State of Florida Entities,” and “Participating State of Florida Entity” as used in the Card Acceptance Agreement also apply to you. Capitalized terms used but not defined herein have the same meaning as in the Card Acceptance Agreement, unless specified to the contrary.
2. You agree to accept the Card under the terms of the Card Acceptance Agreement. You represent that you have received all the necessary approvals required to allow you to enter into this Agency Participation Agreement.
3. Notwithstanding anything to the contrary contained herein, all terms and conditions of the Card Acceptance Agreement shall remain unchanged and in full force and effect, and this Agency Participation Agreement shall continue in effect for so long as the Card Acceptance Agreement is in full force and effect unless earlier terminated in accordance with paragraph 4 below. If the Card Acceptance Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice.
4. You shall have the right to unilaterally terminate or suspend the Agreement by providing American Express thirty (30) calendar days’ prior written notice, which shall take effect thirty (30) calendar days from receipt of the prior written notice. You agree that you are responsible for notifying any Recurring Billing customers you may have of such termination.
5. For purposes of Section 8(t) of the Agreement, the same terms as stated for State Data shall apply to County Data, where County Data shall mean “any information provided by the County other than Cardmember Information
6. Your contract manager is Gary Mehringer, whose email is: gmehringer@broward.org; located at 115 S. Andrews Ave., Suite A-430, Fort Lauderdale, Florida 33301. The foregoing contact information is incorporated as your applicable contact information for Addendum A, Section C, regarding public records requirements under Section 119.0701, Florida Statutes.

7. Each party represents and warrants that the individual who signs this Agency Participation Agreement on behalf of that party has the authority to bind that party to the Agency Participation Agreement.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of the last date signed below.

BROWARD COUNTY, FLORIDA

**AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.**

By: _____
(Signature)



Name: _____

Colleen J. Taylor
President, Global Merchant and Network Services

Title: _____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By **SCOTT ANDRON** _____
Digitally signed by SCOTT ANDRON
Date: 2021.06.14 10:56:30 -04'00'

Scott Andron (Date)
Assistant County Attorney

By  _____
Digitally signed by Rene D. Harrod
Reason: APPROVED AS TO FORM
Date: 2021.06.14 10:52:45 -04'00'

René D. Harrod (Date)
Deputy County Attorney