

**AMENDMENT ONE TO THE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND PETDATA, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and "PetData, Inc.", hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on December 18, 2007, for the maximum obligation of \$480,000 for the purpose of animal licensing services for the term of January 1, 2008 through December 31, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$333,000 for a new maximum obligation of \$813,000, funds are for additional years of animal licensing services for the term of January 1, 2008 through June 30, 2013.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

**3. Payments**

In full consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED THIRTEEN THOUSAND DOLLARS (\$813,000)

**2) Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2008 through June 30, 2013.

This Agreement may be terminated by Contractor, the Health System Chief or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**3) Paragraph 10 is hereby deleted in its entirety and replaced with the following:**

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**4) Paragraph 16 is hereby deleted in its entirety and replaced with the following:**

16. Notices

Any notice, request, demand, or other communication required or permitted

hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

Chief, Health System  
225 37<sup>th</sup> Avenue, Room 178  
San Mateo, CA 94403

**In the case of Contractor, to:**

President, PetData, Inc.  
1850 Crown Drive., #1110  
Farmers Branch, TX 75234

- 5) Exhibits "A" and "B" are hereby deleted in their entirety and replaced with the attached Exhibits "A" and "B".
- 6) All other terms and conditions of the agreement dated December 18, 2007 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors,  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

PETDATA, INC.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## Exhibit "A"

I. In full consideration of the payments herein provided for in Exhibit "B", Contractor shall provide the following animal licensing services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing

- a. Process correspondence from pet owners including, but not limited to, issuing license tags.
- b. Process and collect animal licensing fees.
- c. Provide licensing and vaccination data for a weekly direct transfer of data from the Contractor's database into County's proprietary database.
- d. Provide customer service including communication with citizens, veterinarians, and designated County staff.
- e. Provide data entry of both new and renewal licenses and vaccination information, ensuring complete and accurate information.
- f. Issue service animal tags to County approved service animal owners.
- g. Assist County staff in processing rabies exemption applications.

2. Veterinarians & Other Authorized Registrars

- a. Process license sales and vaccination reports from veterinary clinics.
- b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
- c. Notify County staff on a monthly basis of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.

3. Animal License Tags

- a. Process and mail license tags within ten business days after receipt of payment and completed information as required by the local ordinance.
- b. Issue replacement license tags to pet owners whose license tags have been lost, stolen, or damaged.

4. Electronic Payments & Banking

- a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
- b. Provide on-line customer service via the Contractor's website to

allow pet owners to make license payments or donations to be used for San Mateo County Animal Control and Licensing.

- c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
  - 1. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
  - 2. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the month following said deposits.
  - 3. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the month following said deposits.
- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
  - 1. An online convenience fee may be charged by the Contractor to licensee in the amount of \$1.75 per online transaction. County shall not under any circumstances be liable to Contractor for such fees nor shall County be held in any way responsible for any such fee not collected from or required to be refunded to any licensee by Contractor.

5. Communication & Access

- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
- b. Provide a customized San Mateo County toll-free number and answering service.
- c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
- d. Communicate in a timely manner to pet owners on the status of their pet's license status including annual billing.

6. Reporting

- a. Provide monthly report of animals licensed to the County by the tenth of the month.
- b. Provide statistical reports as requested by the County in a timely manner.

- B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release such information obtained pursuant to this Agreement to a third party nor use the information for any purpose other than to fulfill its obligations under this Agreement. All data produced or compiled by Contractor shall be considered confidential unless in County's sole determination it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall immediately inform County and forward to County any requests for public records from third parties.
- C. With the exception of the license tags, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.
- D. Contractor agrees to comply with California state and San Mateo County laws governing animal licensing.
- E. Contractor will back up all databases twice during each working day.

II. County agrees to provide the following to Contractor:

- A. Access to County's animal licensing and control database to allow import of data into Contractor's database.
- B. Licensing tags to Contractor's on-site location for disbursement.
- C. Any licensing fees collected by County or other Contractors of the County and any supporting documents including payments will be forwarded to the Contractor for processing with the exception of cash. Supporting documents for cash payments will be forwarded to the Contractor for processing. Cash will be deposited into County's bank account directly by County staff.

- D. Cost of Bank Account: Effective January 1, 2011, in the event that County requests that Contractor establishes and/or maintains a bank account on behalf of County, County will be responsible for the actual cost of the bank account. Any bank fees will be paid directly by Contractor and Contractor will invoice County for those fees on a monthly basis. County can request copies of the bank statements at any time and Contractor will provide available bank statements within five business days after requests are received by Contractor.

This amount, in and of itself, is included in the total contract amount and will not exceed FIVE THOUSAND DOLLARS (\$5,000) per year without prior authorization from designated County staff.

- E. Contractor will reimburse County when bank fees are collected from the pet owners.

Exhibit "B"

In full consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

A. Fixed Fees:

One-year license: \$3.65 per license

Multi-year license: \$3.65 for the first year and \$2.00 for each addition year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$3.65 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED THIRTEEN THOUSAND DOLLARS (\$813,000) for the Agreement term.

C. Monthly Reporting

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed during that month.

D. Additional Service Fees

Contractor shall invoice County for any services and supply fees outside the scope of this Agreement.

E. At the discretion of the Director of Community Health or designee, an annual meeting may be scheduled between the Contractor and County.

F. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

G. In the event this Agreement is terminated prior to June 20, 2013, Contractor shall be paid for services already provided pursuant to this Agreement.