

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **PetData, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide services related to the processing and issuance of animal licenses for the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Sixty Thousand Dollars (\$60,000.00), per year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. All subcontractors shall provide the same insurance as required of contractor herein. CONTRACTOR shall be responsible to collect and maintain all insurance from Subcontractors and shall ensure insurance complies with contract. CITY shall be provided with a copy of the insurance and a certified copy of the policies upon request.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$2,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Employee theft and commercial crime policy in an amount not less than \$250,000.
- (d) Cyber liability, including cyber security, in an amount not less than \$2,000,000 per occurrence.
- (e) Professional liability in the amount of \$2,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

A Loss Payee Endorsement and additional insured endorsement for the policy under section 4.3 (c) shall designate CITY as Loss Payee and

shall reimburse CITY for any losses. CITY, its officers, officials, agents, employees, and volunteers shall be named as additional insured.

An Additional Insured Endorsement for the policy under section 4.3 (d) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (Contractor)
PetData, Inc.
Attention: Ann Campbell, Director of Sales and Marketing
1850 Crown Drive, Suite 1110
Farmers Branch, TX 75234

- b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be

considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
PetData, Inc.

By: Christopher A. Richey

Name: Christopher A. Richey

Title: President

Date: September 15, 2016

Tax ID No. 75-2787485

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Omar Dandora
Garden Grove City Attorney

9-20-16
Date

PetData Proposal

City of Garden Grove, California

PetData is the largest animal licensing organization in the U.S. and is the only private company currently providing a comprehensive turnkey animal licensing program to municipalities. Saving money, increasing revenues and freeing up staff time are some of the primary reasons that municipalities hire PetData.



- 92% of PetData's contracts have been renewed since our founding.
- Our clients, on average, have increased licensing compliance by 42% after hiring PetData.
- Since PetData was founded, we have processed more than 7 million animal licenses.

23 August 2016

Pricing and Terms are valid for 90 days.

Experience

With 20 years experience providing animal licensing services to municipalities, PetData has an excellent track record increasing licensing for our clients. On average, our client's licensing increases 42% after hiring PetData. For clients collecting rabies vaccination data from veterinarians, the average improvement is even higher, with a 72% increase in revenue. In addition to increasing revenue for our clients, PetData also lowers cost. Based on analyses conducted by several of our clients, PetData's fees are 40% to 60% lower than what a municipality spends to do the same service.

Managing animal licensing programs is our sole business and we dedicate 100% of our time and resources to managing and improving animal licensing programs for our clients. We are constantly striving to develop and create innovative technological solutions to benefit our clients. PetData currently administers animal licensing programs for over 60 municipalities.

Our current clients include:

Albuquerque, NM	Elk City, OK	Lenexa, KS	San Mateo County, CA
Alexandria, VA	Eugene, OR	Manatee County, FL	Santa Barbara, CA
Antioch, CA	Foothills Animal Shelter - Jefferson County, CO	Matthews, NC	Seminole County, FL
Apache Junction, AZ	Fort Pierce, FL	Mesilla Valley, NM	Solano County, CA
Asheville, NC	Frisco, TX	Morgan Hill, CA	Southern Brazoria SPCA, TX
Auburn, WA	Fulton County, GA	Nevada County, CA	Sterling Heights, MI
Baltimore, MD	Gilroy, CA	Newport Beach, CA	Sunnyvale, CA
Bothell, WA	Hawthorne, CA	Oakland, CA	Topeka, KS
Cedar Park, TX	Hernando County, FL	Palm Beach County, FL	Torrance, CA
Charlotte-Mecklenburg County, NC	Highland Village, TX	Placer County, CA	University Park, TX
Culver City, CA	Irving, TX	Plano, TX	Virginia Beach, VA
DeKalb County, GA	Kansas City, MO	Prescott, AZ	Weston, WI
State of Delaware	Lake County, CA	Rocklin, CA	Waukegan, WI
Denver, CO	Lake County, FL	Roseville, CA	
Dubuque, IA	Lakewood, WA	San Clemente - Dana Point, CA	
Edmonds, WA	Las Vegas, NV	San Luis Obispo, CA	

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Reasons to Hire PetData

There are several reasons why municipalities decide to hire PetData, including saving money, increasing revenues and freeing up staff time.

Saving Money

Two major metropolitan areas, which did internal cost analyses of their licensing programs in 2003 and 2004, discovered they were spending over \$5.00 per license just to process the license. The actual costs are higher today – between \$6.50 and \$7.27 per license, depending on the size of the metropolitan area. Nearly every municipality that PetData has worked with has seen a decrease in the cost to administer the program. This is due to a number of efficiencies that PetData has developed in its processing. PetData can also be more flexible in its personnel levels to ensure coverage of higher-volume periods, as well as be more flexible in its purchasing in order to take care of pet owner and veterinary clinic needs in a timely fashion.

Increasing Revenue

PetData's only business is animal licensing/registration. We have a dedicated, intense focus on animal licensing. As a result, PetData has a proven track record of increasing licensing for its clients. The average increase is 42%. Additionally because of our fee structure where we get paid per license sold, PetData has tremendous motivation to increase licensing for our clients. Even with the best of intentions, most cities simply are not able to dedicate the time and resources to this area that they wish.

More Staff Time To Devote To Animal Welfare

Animal licensing is a time-consuming, extremely labor-intensive program. Most animal welfare agencies do not have sufficient staff to meet the needs of their residents, much less to have time for animal licensing. Therefore, it is difficult for an agency to allocate sufficient staff time to field the hundreds and thousands of phone calls related to animal licensing, to process the mail, to enter all of the records in the database and the many, many other tasks associated with running a successful animal licensing program. By hiring PetData to do all of the tasks, an agency's staff is freed up to provide more direct animal services to the community.

Predictable Program Costs

Because PetData works under contract for a specified period of time, the cost to the municipality for administration of animal licensing remains consistent over the period of the contract with no surprises from increased supply costs, postage costs, benefits costs or employee overtime. This makes it much easier to prepare and adhere to a budget.

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Standard Fees

Base Fees

The Standard Fees are not charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge. An agreed-upon method to follow-up with pet owners who did not respond to a prior notice is also included at no additional cost. This structure is designed to 1) ensure that PetData is working on behalf of the client to increase licensing; and 2) provide the client with more control and certainty by establishing a set price for results and not charging simply for individual tasks associated with licensing. Pricing is based on contract term commitment.

Pricing for a 1-year Agreement, with option to renew at current going rate:

\$4.25 per license for a one-year license or a replacement tag for Year 1.

\$2.00 for each additional year after year one if there are multi-year licenses.

\$2.50 Collection Service Fee for each late fee collected during the term of this Agreement, if applicable.

Pricing for an initial 3-year Agreement, with option to renew for two additional 1-year periods (5 years total).

\$4.10 per license for a one-year license or a replacement tag for Years 1 - 3.

\$4.20 per license for a one-year license or a replacement tag for Years 4 and 5.

\$2.00 for each additional year after year one if there are multi-year licenses.

\$2.50 Collection Service Fee for each late fee collected during the term of this Agreement, if applicable.

IMPORTANT: PetData is paid for all licenses issued during the contract period, including those licenses issued by Animal Services, Veterinarians, and any authorized registrars or agents.

Start-Up Fee

\$1,000 one-time only start-up fee. The Start-Up Fee covers all aspects of the client's Start-Up with PetData, and includes PetData's creation of manuals, reports, license renewal/billing forms, web pages, auto-attendant phone scripts and all database preparation. Additional fees and/or go-live date may be delayed if requirements are changed after they have been finalized and signed off by Client.

Convenience Fee (paid by licensee, not municipality)

PetData provides the option of licensing online via PetLicense and does not charge the municipality for this service. If the pet owner chooses to license online, PetData charges a convenience fee of \$1.95 per transaction. Multiple pets may be licensed per transaction. Pet owners may choose to mail in their application if they do not wish to pay the convenience fee.

NOTE: If a client requests non-standard or additional services additional charges and/or minimum contract guarantees may apply. Contract minimum is \$6,000.00/year (approximately 1,500 one-year licenses).

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Scope of Services

PetData Responsibilities

1. Process License Applications
 - A. Receive and process animal license applications through the mail.
 - B. Provide online licensing and process applications initiated through PetData's website.
 - C. Enter new and renewal license applications into PetData's proprietary database.
 - D. Deposit, or transmit for deposit, all receipts collected for license fees, with the exception of those payments made via credit card, into a Bank Account.
 - E. Mail license tags within 10 business days after receipt of payment and complete documentation as required by local ordinance and/or client policy.
 - F. Update license information in PetData's database and issue replacement tags as needed.
 - G. If PetData collects any payments due client from Licensees via credit card transactions that are paid to PetData, those payments will be deposited, or transmitted for deposit, into a Bank Account within 15 business days after the end of the calendar month in which collected.
2. Mail License Notices
 - A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices will be mailed in the month prior to the license expiration date, or as otherwise agreed upon between PetData and client.
 - B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if client collects rabies vaccination reports from veterinarians.
3. Customer Service for Licensing Program
 - A. Provide customer service to pet owners via phone, email and mail, and respond to requests in a timely fashion.
 - B. Provide customer service to client staff, and respond to client requests in a timely fashion.
 - C. Provide online access to licensing data to appropriate personnel via PetData's proprietary website, at no additional charge.
4. Manage Reports from Authorized Registrars and Veterinary Clinics
 - A. Process and enter license sales records from any registrars and veterinary clinics authorized to sell animal licenses.
 - 1) Track tag inventories at all authorized registrars, and reconcile reports.
 - 2) Invoice authorized registrars for licenses sold as needed
 - B. Process and enter rabies vaccination records from local veterinary clinics if rabies reporting is required by client.
 - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to client as needed.
5. Provide veterinarians and other authorized registrars with reasonable quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and/or report rabies vaccinations to PetData. Supplies are to be printed in one color with the design and layout to be determined by PetData.
6. Reporting to Client
 - A. Send reports to client within 15 business days after the end of each month including the number of licenses sold at each location.
 - B. Provide custom statistical reports to client as requested within a timely manner. Depending on the information requested, PetData can provide most reports within five business days.

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Scope of Services

Client Responsibilities

1. Purchase license tags to PetData's specifications and ship them to PetData. We recommend that tags be shipped directly from tag vendor to PetData to reduce shipping costs.
2. Report client license sales electronically or by mail at least monthly by the 10th calendar day of the month for the prior month's sales.
3. Give PetData at least 60 days' notice of license fee or ordinance changes.
4. Respond to PetData inquiries in a timely fashion.
5. Provide feedback to PetData regarding program and customer matters.

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Description of Services

Daily Operations – Mail Processing

PetData processes all incoming mail, including individual registration applications from pet owners, vaccination reports from veterinarians, and tag sales reports from veterinarians. PetData ensures that all paperwork and fee requirements are met.

Daily Operations – Data Entry

PetData's data entry process has been highly refined over the years. Many of the rules and processes of a municipal licensing program are unique to the client and will be coded into the database so that entry will be as accurate and efficient as possible. Several programming checks are also written in to prevent many kinds of errors. Data entry operators are well trained and are monitored constantly for accuracy.

Because accuracy is so important, each batch is also re-checked after data entry, and the total payments entered in the batch are reconciled with the check totals.

Daily Operations – Revenue Deposits

PetData will deposit all registration monies in a financial institution specified by the Municipality. In order to provide the highest level of accountability and customer service both to the Municipality and to citizens, PetData scans and images all checks and money orders it receives. Thus, PetData can provide back-up data for all deposits of a municipality's revenue and can deliver the images on a CD-ROM upon request. PetData utilizes these images to verify citizen payments, to balance and reconcile all of the money that is deposited into the bank account and to provide excellent customer service to pet owners.

Daily Operations – Tag Mailings

Two different types of mailings are generated from batches of mail depending on whether the application was complete or not. A tag receipt is generated for each completed mail-in or online registration. An exception letter is generated for each incomplete registration. PetData enters the record in the database, the check is deposited, and a letter is mailed to the pet owner to instruct them on what is needed to complete their license. A license is not issued until all requirements have been met. PetData will also issue replacement license or registration tags upon request for tags that have been lost, stolen or damaged, according to its client's preferred procedure.

Veterinarian Reports

For vaccination reports from veterinarians, PetData enters each record in its database for owners residing in within the client's jurisdiction. The vaccination data will be used to inform residents who have not yet registered their pet of the requirement to register and how to obtain the registration.

For tag sales reports from veterinarians, PetData receives and verifies all records of tags sold, and can also receive and reconcile the payments for the sales if desired by the client. Tag sales records are entered within 30 days of receipt, and PetData keeps an inventory of tag sequences at each sales location. PetData will notify either the veterinary clinic, client, or both, regarding vaccination or tag sales reports that are not submitted on a timely basis.

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Description of Services

Mailings

Based on the vaccination records received from veterinarians, PetData mails out first billing notices to pet owners who have vaccinated but have not registered or licensed their pets. If the pet owner has not responded within 45 days, PetData mails a second notice and, if applicable, adds the fee for late registration or license.

Prior to the expiration of a registration or license, PetData also sends out a renewal notice to pet owners who have previously registered or licensed their pet. A second renewal notice is mailed to those who do not respond to the first notice and, if applicable, adds the fee for late registration or late license per ordinance. Pet owners who have not responded to the renewal or billing notices are reported to Animal Services via an enforcement list that can be sorted by zip code, city and street address.

Supplies

All forms used for animal registration or licensing including notices, applications, brochures, etc. will be submitted for approval prior to being mailed out. Once approved, PetData will purchase supplies and distribute them to Animal Services and veterinary clinics as requested. Supply requests are mailed within 1 business day of request.

PetData will distribute registration or license tags as needed and maintain an annual inventory of tag sequences distributed to each sales location. The inventory ensures that each location has a sufficient supply of tags to sell, that all tag numbers can be traced in the event a pet is lost before the record has been sent to PetData, and that tag numbers cannot be duplicated in the database.

Customer Service

PetData prides itself upon providing a high level of customer service, and does so in many different capacities. Our primary method of providing customer service is over the phone. PetData will provide a unique telephone number for a municipality's residents, and will establish an auto-attendant on behalf of each client which provides answers to common registration questions. The auto-attendant is available 24 hours a day, 7 days a week, and approximately 37% of all callers utilize this service during our regular work hours even though live operators are available.

PetData has highly trained customer service representatives available to answer calls Monday through Friday. Queries from animal service officers are responded to within fifteen minutes. Our highly sophisticated phone system has 32 phone lines, which guarantees that the citizen will not be greeted with a busy signal, and that their call will be met with the quality that it deserves.

PetData also provides customer service online via our customized web site. The website features an online tag search and answers to the most common questions of how to register a pet, such as the registration fees, mailing address and required paperwork. Several feedback forms are available for citizens to submit changes of address, phone number, and the status of their pet or to ask us other questions. For veterinarians, we offer the ability to order applications and tags (if applicable) online as well.

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Description of Services

Online Licensing via PetLicense

In addition to processing payments through the mail, PetData provides pet owners with the option to pay for a registration online at its web site: www.petdata.com. Payment is made via major credit card, and a convenience fee of \$1.95 is charged to the citizen per transaction to help defray PetData's cost of providing this option. Multiple pets may be licensed per transaction. This fee is not paid by the municipality and is optional for the pet owner. Pet owners may choose to mail in their payment and paperwork if they do not want to license online.

Donations

PetData has established an easy way for people to make donations to their local animal shelter while they are paying for their registration. Donations can be made through the mail via information on mailings or applications. We also can provide citizens with the option to give a donation while they are paying for a registration online. PetData will account for the donations and deposit the money as agreed upon with the client. The process is easy and secure, and PetData does not charge a fee for this service.

Reports

Within fifteen days of the end of each month, PetData will submit a report of all registrations or licenses processed during the preceding calendar month. The registration summary report will include counts of registrations sold, broken down by sales location, and will be in a format to be mutually agreed upon. Additional reports can also be provided on a monthly basis.

PetData's flexible and expandable software allows for reports based on a wide range of criteria. Reports may be generated either at a pre-determined interval or as requested by the client. Most reports can be provided within 5 business days, depending on the data requested.

State and Local Laws

PetData will comply with all state and local laws governing animal rabies vaccinations and pet registration programs, as may be amended from time to time.

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Database Capability and Features

Software

PetData has developed its own proprietary database solution developed specifically to manage all aspects of the licensing process. TAILS 2.0 (The Animal Information & Licensing System) is based on a powerful client-server database platform, and all animal licensing data is stored in this application. This proprietary solution has the necessary flexibility for customization to meet the specific needs of each municipal client, while also providing a standard data architecture for all licensing data.

TAILS is the third-generation of our management software, and the product of thousands of hours in development and refinement. Key features include:

Address Correction – Full support for USPS CASS address validation and NCOA update. Addresses are processed real-time during data entry to ensure accuracy of address information, and further verified against the USPS NCOA Move Database to maximize deliverability of mailings.

Entry Validation – TAILS performs multiple levels of consistency checks for entered and imported data, ensuring enforcement of business rules and improving overall accuracy.

Mailing History – Maintains a complete history of mailings sent to citizens, and provides extensive reporting on response rates which helps us to adjust mailing timetables to generate the highest rate of returns.

TAILS 2.0 is further capable of accessing external and remote data sources through industry-standard ODBC connectivity, as well as data import and export. Supported data formats include, but are not limited to XML, delimited text, DBF, and SQL dump. This capability facilitates the development of gateways between TAILS and shelter management packages.

Backup Systems

PetData backs up all databases twice during the working day. Nightly, all databases and key systems are backed up to high-capacity magnetic drives, which are set up in a 4-week rotation and stored off-site. Client data is also copied to secure cloud-based storage. This backup configuration allows for recovery of the complete licensing database even in the event of a major failure or severe damage to our facilities.

Data Protection

PetData agrees that animal licensing data at all times belongs to the municipality and that at no point in time does PetData ever own the data. PetData will not use personal data collected on behalf of the municipality for any purposes other than those described in the included Scope of Services unless specifically directed by animal services. Furthermore, PetData specifically agrees that it will never sell, transfer, or release personal data it has collected in fulfilling the terms of this contract to a third party.

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Database Capability and Features

Credit Card Information Security/PCI Compliance

As a vendor that accepts payments via credit card, PetData is vigilant when it comes to the protection of that data. Therefore, it is important to know that PetData does not store any personal credit card information at any time. Furthermore, PetData is fully in compliance with the Payment Card Industry Security Program (PCI) as Visa and MasterCard define it. PetData further agrees that it will remain in compliance with the Payment Card Industry Security Program at all times.

As part of maintaining PCI Compliance, PetData undertakes a regular review of all security policies and procedures. Further, all public IP addresses, including websites and office WAN, are subject to regular vulnerability scanning to identify any potential security threats.

Data Access via PetAccess

PetData has developed PetAccess™ to provide password-protected, online access to license data. There is no additional charge for PetAccess. This easy-to-use, browser-based application is secure to ensure that appropriate personnel in a municipality can access the data in a timely manner. PetAccess allows animal services staff to perform tag searches and look up licensing information in several ways, including by owner name, phone number, and address. Updates to the online system are made daily, and the system is available 24/7. In addition, PetAccess logins may be provided to shelter staff, Emergency Dispatch and/or other authorized departments that need immediate access to licensing information. PetAccess is an excellent way to provide a wide variety of personnel with access to licensing data via the Internet without having to access a shelter software application or to pay additional seat license fees.

Data Access via Data Transfer

While several clients choose to use PetAccess exclusively to access their animal licensing data, some clients prefer to integrate the licensing data into their shelter software. While PetData has the capability to exchange data with many existing databases, the municipality must provide access to its database so that PetData can transfer data. PetData cannot access and transfer data into a Municipality's database without explicit Municipality approval and the approval of the software vendor. Depending on the software used by the Municipality and the particular software license that has been executed, the Municipality may or may not already have permission to access its own database and to permit direct data transfers. PetData requires the support and cooperation of the client's software vendor in order to reintegrate data into the client's database.

NOTE: PetData does not charge any fees for PetAccess or for data transfers. However, if you are interested in data transfers, your shelter software vendor may charge additional fees. Please consult your software vendor directly for more information.

References are available upon request

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