



**AGREEMENT No. 18-R069594BLS**

**ANIMAL LICENSING SERVICES**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**PETDATA, INC.  
(CONTRACTOR)**

**AGREEMENT FOR ANIMAL LICENSING SERVICES**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **PETDATA, INC.**, a Texas corporation, (“**CONTRACTOR**”) with offices located at 8585 N. Stemmons Fwy., Suite 1100N, Dallas, Texas 75247, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, CONTRACTOR engages in the business of animal licensing services; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the services described in this Agreement; and

**WHEREAS**, this Agreement is a single source contract negotiated between the COUNTY and CONTRACTOR in accordance with the Manatee County Procurement Code.

**WHEREAS**, CONTRACTOR is an established pet licensing company providing unique services that include a branded internet-based, web-system customized for municipalities and specific to providing pet licensing, registration and reporting and includes a “*HomeSafe*” service tied to smart tags to reunite lost pets with their pet owners.

**NOW, THEREFORE**, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and three (3) exhibits, which are as follows:

- Exhibit A Scope of Services
- Exhibit B Fee Rate Schedule
- Exhibit C Affidavit of No Conflict

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit

specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through June 30, 2022 unless terminated by COUNTY pursuant to Article 10 but not to exceed three (3) years.
- B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two-year period not to exceed a total of five (5) years.

### **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in Exhibit A.
- B. The fee rates specified in Exhibit B shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the invoiced services shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

## **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the service in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, Exhibit C.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S service under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the service performed under this Agreement.
- G. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- H. COUNTY may require in writing that CONTRACTOR remove from the services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

## **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the services specified in Exhibit A.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of service under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

## **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the service and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONTRACTOR.
- B. Providing CONTRACTOR written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONTRACTOR with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in service.

## **ARTICLE 9. OWNERSHIP OF SERVICE**

- A. Subject to paragraph B, below, the Parties agree that COUNTY shall have exclusive ownership of all reports and data delivered to COUNTY by CONTRACTOR in connection with CONTRACTOR's performance of the services under this Agreement.
  
- B. COUNTY acknowledges that CONTRACTOR has developed and coordinated proprietary means and methods of performing the services under this Agreement and related know-how, skills, and property (collectively, the "System"). The System includes, among other items, an interactive website, databases, software, and related items. The System further includes any modifications, updates, or replacements with respect to the System that may be made by CONTRACTOR during the term of this Agreement. The System is special and unique to CONTRACTOR and has been developed by CONTRACTOR at great cost and expense to CONTRACTOR. COUNTY acknowledges that COUNTY is not acquiring any rights in or to the System, and that the System is and will remain the sole and exclusive property of CONTRACTOR. COUNTY further acknowledges and agrees that any information that COUNTY obtains related to the use, formulation or operation of the System that is not generally known is CONFIDENTIAL, may only be used by COUNTY for the limited purposes described in this Agreement, and may not be disclosed to any third parties except as may be required under applicable law or with CONTRACTOR's prior, express written consent in CONTRACTOR's sole discretion. Upon the termination of this Agreement, any information and materials, in whatever media or format, related to the System that COUNTY has in its possession will be returned to CONTRACTOR or destroyed at CONTRACTOR's option. COUNTY agrees that it will not attempt to discover, duplicate, or replicate the System in any manner.

## **ARTICLE 10. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or services that comply with the specifications herein or
  - b. that fail to meet COUNTY'S performance standards;
  
  - c. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
  
  - d. Service that is at a rate that disrupts the overall performance of this Agreement.
  
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within twenty (20) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the

deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After receipt of COUNTY'S Notice of Termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop service on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated service;
  - c. Transfer all service in process, completed service, and other materials related to the terminated service as directed by COUNTY; and
  - d. Continue and complete all parts of that service that have not been terminated.

#### B. TERMINATION WITHOUT CAUSE

1. COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.
2. In addition, COUNTY shall pay to CONTRACTOR an additional amount (the "Cancellation Fee") equal to the sum of all compensation payable to CONTRACTOR under this Agreement for the three calendar months in which the highest monthly compensation was payable to CONTRACTOR hereunder during the twelve calendar months preceding the date of termination (or if shorter during the period from the date of this Agreement until the date of termination). The parties agree that the Cancellation Fee is reasonable compensation to CONTRACTOR for its lost revenue resulting from the early termination of this Agreement by COUNTY and is not a penalty.

## **ARTICLE 11. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the service completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

## **ARTICLE 12. COMPLIANCE WITH LAWS**

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

## **ARTICLE 13. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for copying purposes. Inspection or

copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 15. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

**ARTICLE 16. INDEMNIFICATION**

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, or employees in the performance of this Agreement. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

**ARTICLE 19. SOLICITATION OF AGREEMENT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or

consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments, other than payments due to CONTRACTOR, as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 21. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONTRACTOR:

Chris Richey, President

CONTRACTOR shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONTRACTOR shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 22. SUB-CONTRACTORS**

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in Exhibit B. CONTRACTOR shall notify COUNTY of any replacements or additions to Exhibit B and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

#### **ARTICLE 23. LIABILITY FOR NEGLIGENCE**

To the fullest extent allowed by law, CONTRACTOR shall be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

**ARTICLE 24. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:           Manatee County Government  
                          Public Safety Department  
                          Attn: Animal Services Division  
                          305 25<sup>th</sup> Street West  
                          Palmetto, FL 34221  
                          Phone: (941) 742-5933 x8346  
                          Email: sarah.brown@mymanatee.org

To CONTRACTOR:    PetData, Inc.  
                          Attn: Chris Richey, President  
                          8585 N. Stemmons Fwy, Suite 1100N  
                          Dallas, Texas 75247  
                          Phone: (214) 821-3106  
                          Email: mseay@petdata.com

**ARTICLE 25. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

**ARTICLE 26. NO CONFLICT**

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

Notwithstanding the foregoing, COUNTY acknowledges that CONTRACTOR performs similar licensing services to third parties, and nothing in this Agreement is intended to restrict in any way CONTRACTOR's ability to perform similar licensing services to any third parties for whom CONTRACTOR has chosen or may choose to perform such services.

**ARTICLE 27. ETHICAL CONSIDERATIONS**

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with generally accepted ethical standards of business conducts. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

#### **ARTICLE 28. PUBLIC ENTITY CRIMES**

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

#### **ARTICLE 29. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

#### **ARTICLE 30. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

#### **ARTICLE 31. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

#### **ARTICLE 32. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

### **ARTICLE 33. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the non-professional animal licensing services.

### **ARTICLE 34. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

### **ARTICLE 35. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

### **ARTICLE 36. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

### **ARTICLE 37. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

### **ARTICLE 38. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

**ARTICLE 39. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

PETDATA, INC.

By: Christopher A. Richey  
Christopher A. Richey President  
Print Name & Title of Above Signer

Date: June 7, 2019

MANATEE COUNTY, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. SCOPE

CONTRACTOR shall furnish all equipment, labor, materials, supplies, licensing, and other components necessary to provide Animal Licensing Services that will meet the requirements of COUNTY.

2. GENERAL REQUIREMENTS TO BE PROVIDED BY CONTRACTOR.

CONTRACTOR shall provide the following license application requirements:

- A. Receive and process animal license applications through the mail.
- B. Provide online licensing and process applications initiated through CONTRACTOR's website.
- C. Enter new and renewal license applications into CONTRACTOR'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 County account.
- E. Mail license tags within ten (10) business days after receipt of payment and complete documentation as required by local ordinance and / or County policy.
- F. Update license information in CONTRACTOR's database and issue replacement tags as needed.
- G. If CONTRACTOR collects payment due COUNTY from licensees via credit card transactions that are paid to CONTRACTOR, those payments shall be deposited, or transmitted for deposit, into a County Account within fifteen (15) business days after the end of the calendar month in which they are collected.

3. CONTRACTOR shall provide the following mail license notice requirements:

- A. Mail renewal and reminder notices for expiring animal licenses. Renewal notices shall be mailed in the month prior to the license expiration date, or as otherwise agreed upon by the CONTRACTOR and the COUNTY.
- B. Mail billing notices to pet owners who have vaccinated a pet against rabies but have not licensed, if COUNTY collects rabies vaccination reports from veterinarians.

4. CONTRACTOR shall provide the following Customer Service Licensing Program requirements:

- A. Provide customer service to pet owners via telephone, cell, email, and mail, and respond to requests within 24 hours.
- B. Provide customer service to COUNTY staff and respond to COUNTY requests within 24 hours.
- C. Provide online access to licensing data to County designated personnel via CONTRACTOR's proprietary website, at no additional charge.

5. CONTRACTOR shall manage reports from Authorized Registrars and Veterinary Clinics:
  - A. Process and enter license sales records from any COUNTY authorized registrars and veterinary clinics authorized to sell animal licenses.
    - i. Track tag inventories at all authorized registrars and reconcile reports.
    - ii. 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 the COUNTY.
  - C. Follow up with delinquent clinics and registrars and report delinquent clinics and registrars to COUNTY as needed.
6. CONTRACTOR shall provide veterinarians and other authorized registrars with quantities of supplies (reporting forms, applications or vaccination certificates, citizen mailing envelopes, etc.) necessary to sell license tags and / or report rabies vaccinations to CONTRACTOR. Supplies are to be printed in one color with the design and layout to be determined by the CONTRACTOR.
7. CONTRACTOR shall report the following to the COUNTY:
  - A. Send reports to the COUNTY within fifteen (15) business days after the end of each month including the number of licenses sold at each location.
  - B. Upon request by the County, provide statistical reports in the time period requested by the County. NOTE: The majority of reports are required within five (5) business days. However, depending upon the information requested and the circumstances surrounding the request, the time allotted to provide any given report may vary.
8. CONTRACTOR'S PERFORMANCE OF SERVICES

Subject to CONTRACTOR's fulfillment of its obligations under this Agreement, the means, methods, timing, and manner of performing the Services shall be within the sole discretion of CONTRACTOR. CONTRACTOR may perform the Services at such location(s) that CONTRACTOR may from time to time determine and shall not be required to perform any of the Services at a COUNTY location. CONTRACTOR shall not be responsible or liable to COUNTY or any third party for any delays, errors or omissions in the performance of the Services or any losses or damages sustained by COUNTY or any third party that are caused by (i) COUNTY or any of COUNTY's employees or agents, (ii) the inaccuracy, incompleteness, or other insufficiency of any data furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement, or (iii) any other items furnished by or on behalf of COUNTY to CONTRACTOR under or in connection with this Agreement.

9. CUSTOM SUPPLIES

If COUNTY requests that CONTRACTOR utilize specific supplies in connection with the performance of the Services, such as, for example, forms, brochures, or rabies books, COUNTY will provide those supplies to CONTRACTOR without charge.

10. REPORTS

A. Reports from CONTRACTOR

Within fifteen (15) business days after the end of each calendar month during the term hereof, CONTRACTOR will submit an animal licensing summary report for the preceding calendar month to COUNTY in a format that is mutually agreed upon by COUNTY and CONTRACTOR. Any such report may be transmitted electronically or by any other means agreed to by the parties.

B. Reports from COUNTY

Within ten (10) calendar days after the end of each calendar month during the term hereof, COUNTY will submit a report to CONTRACTOR of all license fees that COUNTY has received during the preceding calendar month from licensees, veterinarians or any other source other than CONTRACTOR. Any such report may be transmitted electronically or by any other means agreed to by the parties.

11. COUNTY RESPONSIBILITIES

- A. COUNTY shall purchase license tags to CONTRACTOR's specifications and ship them directly to CONTRACTOR.
- B. COUNTY shall report license sales electronically or by mail by the 10<sup>th</sup> calendar day of the month for the prior month's sales.
- C. Notify CONTRACTOR at a minimum of 60-day notice of license fee or ordinance changes.
- D. COUNTY shall respond to the CONTRACTOR in a timely manner.
- E. COUNTY will provide feedback regarding program and / or customer matters in a timely manner.

**END OF EXHIBIT A**

**EXHIBIT B**  
**FEE RATE SCHEDULE**

1. COMPENSATION TO CONTRACTOR

In consideration of the Services, CONTRACTOR shall be entitled to the following compensation:

A. Basic Fees.

COUNTY shall pay to CONTRACTOR the following fees for all animal licenses issued during the term of this Agreement, regardless of whether they are issued by COUNTY, CONTRACTOR, veterinarians, or any other persons authorized by the COUNTY:

- i. \$4.20 per license for a one-year license or a replacement tag.
- ii. \$2.00 for each additional year after year one if there are multi-year licenses.
- iii. \$2.50 collection service fee for each late fee, if any, paid by a Licensee during the term of this Agreement.

If the United States Postal Service increases its postage rates during the term of this Agreement, the parties agree that CONTRACTOR may adjust its fees under this Section 6A from time to time in order to compensate CONTRACTOR for actual increased postage costs. CONTRACTOR will notify COUNTY thirty days prior to the date that any increase described in this paragraph will go into effect.

The fees paid to CONTRACTOR under this Section 6A are further subject to reasonable adjustment, as mutually determined by the parties, in the event that COUNTY adds, modifies or eliminates any fees that are charged to Licensees during the term of this Agreement. COUNTY and CONTRACTOR agree to negotiate any such reasonable adjustments in good faith.

As used in this Agreement, the term "Licensee" refers to any person who applies for an animal license to be issued by or on behalf of COUNTY.

2. Additional Service Fees or Costs.

The following fees or cost reimbursements will apply to the extent that the corresponding services described below are requested by COUNTY:

A. Bank Deposit Mailing Fees. If COUNTY requires CONTRACTOR to deposit money into a COUNTY Account other than at a branch located in the COUNTY where CONTRACTOR's principal office is located,

CONTRACTOR may make any deposit to that COUNTY Account by means of any form of U.S. Mail or overnight delivery service, and the actual cost to transmit the deposits to the required bank location will be borne by COUNTY and included in invoices submitted to COUNTY for the Services.

B. Postal Box/Mail Forwarding Fee. If COUNTY requests CONTRACTOR to establish a local post office box for mail collection and forwarding, COUNTY will pay or reimburse CONTRACTOR for the actual costs of mail box rental, mail forwarding and postage fees.

C. Supply Fee. If COUNTY requests changes to supplies which it has previously approved, COUNTY will be responsible for the actual costs associated with changing, replacing or discontinuing the use of the previously approved supplies. If COUNTY terminates this Agreement for any reason other than for cause, COUNTY will remain responsible for the actual cost of any supplies purchased on its behalf.

D. Lock Box Fees. If COUNTY utilizes a lockbox, the actual fees and costs associated with the lockbox, including the cost to forward mail to CONTRACTOR from a lockbox, shall be borne solely by COUNTY.

**END OF EXHIBIT B**

**EXHIBIT C**  
**AFFIDAVIT OF NO CONFLICT**

STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Christopher A Richey, as [INSERT TITLE] CEO of [INSERT SUPPLIER NAME] Pet Data, Inc., with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

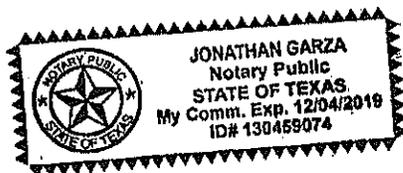
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-RD69594BL5 for Animal Licensing Services.

DATED this 7<sup>th</sup> day of June.

Ch A Richey  
Signature

The foregoing instrument was sworn to and acknowledged before me this 7<sup>th</sup> day of JUNE, 2019, by Christopher A. RICHEY as President of PET DATA. He/she is personally known to me or has produced DL (TX DRIVERS license) as identification.



Jonathan Garza  
Notary Public

County of DALLAS

State of TEXAS

Commission No. 130459074  
EXP: 12/4/19