

PET LICENSING AGENT AGREEMENT
BETWEEN
PIERCE COUNTY AUDITOR'S OFFICE
AND
[REDACTED]

This Agreement is made and entered into by and between the Pierce County Auditor's Office, hereinafter referred to as the "County," and [REDACTED], hereinafter referred to as the "Agent". This Agreement may be referred to as the "Pet Licensing Agent Agreement".

PURPOSE

This Agreement authorizes the Agent to act on behalf of the County for the sole purpose of selling pet licenses to owners of pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04. This Agreement ensures that the County retains its full, lawful, regulatory and approval authority over all pet licensing activities within its jurisdiction.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"Agent" shall mean an entity that is authorized to act on behalf of the County for the sole purpose of selling pet licenses to owners of pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04, as limited by this agreement.

"Customer" shall mean owners of licensable pets residing in unincorporated Pierce County and contracting jurisdictions in accordance with PCC Chapter 6.04.

"PCC" shall mean the Pierce County Code.

"Pet Track" is currently the County's Animal Control and Pet Licensing Software solution, however, this contract applies to any future data transmission system that is designated by the County for use by the Agent.

2. STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the procedures provided by the County.

Agent is responsible for verifying data to include:

- a. address verification for County jurisdiction.
- b. accurate altered status of the licensable animal by means of proof, as authorized by PCC 6.04.030
- c. accuracy of data entered into the Pet Track system. Agent agrees and shall transmit data from each licensing transaction no later than one business day following the transaction.
- d. processing applications and transmit accurate data to the County on a daily basis.

3. PERIOD OF PERFORMANCE

The period of performance will begin on the date this agreement is executed below. This agreement will continue until terminated in writing as provided for in this agreement.

4. COMPENSATION

Services identified in this Agreement are provided by the Agent at no charge to the County or to the customer with the exception of the following:

The Agent is authorized to collect and retain the pet licensing fee set by and on behalf of the County **for new pet licenses and duplicate license tags ONLY**. Any **renewal** monies collected in error by an Agent shall be forwarded to the County. The Agent is responsible for any refunds to customers resulting from transaction errors by the Agent.

The Agent acknowledges that the entire compensation for this Agreement is specified herein and the Agent shall not seek any other compensation from the County or the customer. The Agent acknowledges and agrees that Agent shall not collect any service fee above and beyond the authorized fees.

All costs related to this Pet Licensing Agent Agreement shall be absorbed by the respective parties.

5. RECORDS MAINTENANCE AND CONFIDENTIALITY

The Agent shall maintain books, records, documents and other evidence which sufficiently and properly reflects all revenues received in the performance of the service(s) described herein.

The Agent and its employees shall maintain the confidentiality of all information provided by the County or acquired by the Agent in performance of this Agreement, except as necessary to comply with the Public Records Act, RCW 42.56.

Records and other documents, in any medium, generated by the Agent as a result of this Agreement, will remain the property of the County, unless otherwise agreed. The Agent will not disclose or make available this material to any third parties without written authorization from the County. The Agent will utilize reasonable security procedures and protections and prevent disclosure to unauthorized third parties. If any unauthorized disclosure of data occurs, Agent will immediately notify the County.

6. RIGHT TO REVIEW

Upon request by the County, Agent shall provide the County with true and accurate copies of any records generated or received by Agent as a product of this agreement. Agent shall provide to the County any requested copies of records within not later than two business days after a written request is delivered to the agent by any method of notice identified in paragraph 15. Upon request, Agent shall make all records related to this agreement available to the County in the original native format of the record. The Agent shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

7. INDEPENDENT CONTRACTOR

The Agent's services shall be furnished by the Agent as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee. All revenues collected and all services performed shall be collected and performed pursuant to this Agreement by the Agent as an independent Contractor.

8. BUSINESS STATUS

The Agent represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

9. ASSIGNMENT AND SUBCONTRACTING

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

10. MODIFICATIONS

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. Notice to the County shall be made as provided in paragraph 15.

12. DEFENSE & INDEMNITY AGREEMENT

The Agent agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Agent, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

13. DISPUTES

Differences between the Agent and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the County, shall be final and conclusive.

The Agent shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Agent has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. Any other provisions of the Agreement, including materials incorporated by reference.

15. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for the Agent is:	The Contract Manager for the County is:
Name:	Cindy Hartman
Address:	Pierce County Auditor's Office 2401 So 35 th Street Suite 200 Tacoma, WA 98409
Phone:	Phone: 253-798-3217
Fax:	Fax: 253-798-3182
Email:	Email: cindy.hartman@piercecountywa.gov

16. PCI AGREEMENT

This only applies to agents who accept credit/debit cards as a form of payment.

1. Data Protection. Agent and third-party vendors processing consumers' credit cards on behalf of the Agent ("Merchant Providers") shall have proper security measures in place for the protection of Cardholder data and shall comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC. (as amended, the "PCI DSS"), which may be reflected at the PCI DSS web site: <http://www.PCIsecuritystandards.org>, as updated from time to time. Where feasible, Agent and the Merchant Providers will use only services and merchant equipment that have been certified as PCI DSS compliant by one or more Bank Card Associations.
2. Information Security Affirmation. Agent affirms that, as of the effective date of this Agreement, it and its Merchant Providers have complied with all applicable requirements so as to be Payment Card Industry Data Security Standard (PCI DSS) compliant and have performed the necessary steps to validate their compliance. By October 31st, each year throughout the term of this Agreement, Agent and the Merchant Providers are required to demonstrate their compliance with PCI DSS to the County by providing a current Attestation of Compliance pursuant to PCI requirements that is either signed by a PCI Qualified Security Assessor (QSA) or by Agent with a copy of the current appropriate Self-Assessment Questionnaire (SAQ).
3. Notification of Event, Incident or Condition. Agent will immediately notify the County if it learns that it or a Merchant Provider is no longer PCI DSS compliant and will immediately notify the County in writing of the steps being taken to remediate the non-compliant status. Further, Agent will immediately notify the County of any suspected or confirmed event, incident, breach or other condition which may impair the security of Cardholder data. Agent shall timely make the security disclosures and notifications required by RCW Ch. 19.255 or other applicable law unless the Merchant Provider(s) make all necessary disclosures and notifications in a timely and accurate fashion.
4. Costs. Agent shall fully defend and indemnify the County concerning any claims, suits or actions of any nature brought by third parties relating to loss, disclosure, theft or compromise attributable to a breach by Agent of any provisions of this Section 16. If Agent elects to use a Merchant Provider other than the Merchant Provider which is under contract with the County or an equivalent high-quality Merchant Provider approved in writing by the County, then the Agent shall fully defend and indemnify the County concerning any claims, suits or actions of any nature brought by third parties relating to loss, disclosure, theft or compromise attributable to a breach of duty by its Merchant Provider of any provisions of this Section 16.
5. Remedy. Agent failure to comply with any of the provisions of this Section 16 is a material breach of this Agreement.

17. ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Business Name

Pierce County Auditor's Office

Signer Name Date

Julie Anderson Date
Pierce County Auditor

Title of Signatory Authorized by Firm Bylaws

Signature

Approved as to legal form only:

STREET
CITY, STATE ZIP

Deputy Prosecuting Attorney Date
Recommended:

Mailing Address:
STREET
CITY, STATE ZIP

Finance Date
Approved:

Contact Name: NAME

N/A
Pierce County Executive (\$250,000 or more) Date

Contact Phone: PHONE

Contact FAX: FAX

AGENT -

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR: Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP: Name of Partnership

Partnership's Employer Identification Number

CORPORATION: Name of Corporation

Corporation's Employer Identification Number