15

SINGLE SOURCE AWARD **BID # SS-9960-21**

Subject: Purina Shelter Champion Program

Department: Animal Care & Protective Services

Description of Purchase:
Recommend approval of single source award to Nestle Purina PetCare to provide high quality pet food and other products through the Purina Shelter Champion Program. Period of service is for three (3) years from date of executed contract. Total estimated expenditure amount not to exceed $100,000.00.

Funding Source: 00111.172101.552050.000000.00000000.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Single Source Award To: Nestle Purina PetCare

Price Justification: See attachment

Total Award: $100,000.00 **Requisition #:** N/A

Attachments: Recommendation Memo, Single Source Form, Vendor Letter & Quote, and Previous Awards

Certification as to Single Source: Bryan Mosier, Director, Neighborhoods Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Animal Care and Protective Services Division
2020 Forest Street
Jacksonville, FL 32204
(904) 255-7033

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Gregory Pease, Chief Procurement Division
Finance and Administration Department

FROM: Bryan Mosier, Director
Neighborhoods Department

DATE: January 20, 2021

SUBJECT: **Single Source request to Extend Award – Purina (ACPS)** SS-9960-21

The Animal Care & Protective Services Division (ACPS) respectfully requests that the administrative award ***SS-0309-18*** be extended continuing the approval of Purina Shelter Champions Program as a source of high-quality dog/cat food and cat litter purchases.

During the course of this partnership, ACPS has experienced great customer service, the ample availability of high-quality food, timely delivery, and continued support from Purina. This is a partnership we at ACPS are proud of and choose to continue.

The Purina Shelter Program is exclusive to animal shelters, and is offered by invitation only. The quality of food is important to maintaining the health of the animals in ACPS's care, and the price is lower than can be provided anywhere else.

This continued partnership with Purina Shelter Champion Program estimates an annual saving of $30,000 with our food budget.

Your favorable consideration of this request is appreciated. If you have questions or need additional information, please contact Lois Hughes at lhughes@coj.net or (904) 255-8228.

cc: ACPS Chief – Jennifer Walter
ACPS Accounting Manager – Rebecca Rawls
File

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Purina as a part of their Shelter Champions Program partners with shelters providing high-quality dog/cat food at lower prices than can be purchased elsewhere

Purpose of the SS request is to allow ACPS to continue purchasing dog/cat food and cat litter as a part of this program, benefitting from the great prices and customer service we receive from Purina.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

The quality of product we receive from Purina is perfect to continue provide quality foor for the animals we serve at this facility.. It is anticipated ACPS saves @ $30,000 in food costs in this partmnership with Purina Shelter Champions. Purina always has inventory as ordered and delivery is next day which is great customer service.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Communications with (2) other suppliers determined we would not be able to order the same quality food, delivery times could not be guaranteed, A similar program we located included requirements ACPS could not fulfill.

Nestlé Purina PetCare

North America

1 CHECKERBOARD SQUARE
ST. LOUIS, MO 63164, USA

January 14, 2021

Attention: Lois Hughes
Financial Analyst Neighborhoods Department
City of Jacksonville
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202

Dear, Mrs. Hughes

It is Purina® intent to continue to provide City of Jacksonville Animal Care & Protective Services with high quality, nutritious dog/cat food and litter. As well as marketing tools/resources and support as a Purina Shelter Champions partner.

Purina® will provide access to City of Jacksonville Animal Care & Protective Services to purchase certain Purina® brand dog and cat food and litter at a discounted price.

Sincerely,

Cat Small

Cat Small
Purina Pet Welfare team
Shelter Program Lead
catherine.small@purina.nestle.com
314-982-3518

PURINA Shelter Champions

PURINA WELLNESS DIETS SHELTER PRICE LIST

SPECIES	BRAND NAME *BRAND / FLAVOR*	PRICE / LB	WEIGHT / EACH	PRICE / EACH	EACH / UNIT	TOTAL / UNIT*
	CHOWS		**BAG**			
Canine	Purina® Dog Chow®	$0.35	42 lb	$14.70	24	$352.80
Canine	Purina® Dog Chow® Little Bites	$0.35	16.5 lb	$5.78	1	$5.78
Canine	Purina® Puppy Chow®	$0.61	32 lb	$19.48	24	$467.52
Feline	Purina® Cat Chow®	$0.57	16 lb	$9.09	1	$9.09
Feline	Purina® Kitten Chow®	$0.65	14 lb	$9.09	1	$9.09
	PURINA ONE		**BAG**			
Canine	Purina ONE® Chicken & Rice	$0.48	31 lb	$14.79	24	$354.96
Canine	Purina ONE® SMARTBLEND® Small Bites	$0.48	31 lb	$14.79	1	$14.79
Canine	Purina ONE® Healthy Puppy	$0.70	16.5 lb	$11.56	1	$11.56
Feline	Purina ONE® Tender Selects Blend with Real Chicken	$0.80	22 lb	$17.60	1	$17.60
Feline	Purina ONE® Healthy Kitten	$0.80	16 lb	$12.80	1	$12.80
	PRO PLAN		**BAG**			
Canine	Pro Plan® Adult Chicken & Rice	$0.60	35 lb	$21.00	24	$504.00
Canine	Pro Plan® FOCUS Adult Small Breed	$0.84	34 lb	$28.56	1	$28.56
Canine	Pro Plan® Puppy Chicken & Rice	$0.84	34 lb	$28.56	24	$685.44
Feline	Pro Plan® Adult Chicken & Rice	$1.00	16 lb	$16.00	1	$16.00
Feline	Pro Plan® Kitten Chicken & Rice	$1.01	7 lb	$7.07	5	$35.35
	WET		**CAN**			
Canine	Pro Plan® Puppy Chicken & Rice	$1.02	13 oz	$0.83	12	$9.96
Canine	Purina ONE® Chicken & Brown Rice	$1.02	13 oz	$0.83	12	$9.96
Feline	Friskies® Classic Paté Mixed Grill	$1.81	5.5 oz	$0.42	24	$9.96
Feline	Fancy Feast® Chopped Grill	$2.22	3 oz	$0.42	24	$10.08
Feline	Pro Plan® Kitten Chicken & Liver	$2.22	3 oz	$0.42	24	$10.08
	LITTER		**BAG**			
Feline	Tidy Cats® Non-Clumping	$0.18	40 lb	$7.08	50	$354.00
Feline	Yesterday's News®	$0.37	30 lb	$11.14	40	$445.60

** Includes shipping*

PURINA Shelter Champions

PURINA® PRO PLAN® VETERINARY DIETS SHELTER PRICE LIST

PURINA PRO PLAN VETERINARY DIETS		WEIGHT / EACH	EACH TYPE	EACH / UNIT	CLINIC UNIT PRICE*
CANINE					
Dry	DRM Dermatologic Management®	16.5 lb	Bag	1	$49.65
Dry	EN Gastroenteric®	32 lb	Bag	1	$65.73
Dry	EN Gastroenteric Fiber Balance™	18 lb	Bag	1	$44.29
Dry	HA Hydrolyzed™ Vegetarian Formula	16.5 lb	Bag	1	$54.96
Dry	HA Hydrolyzed™ Chicken Formula	16.5 lb	Bag	1	$54.96
Dry	JM Joint Mobility®	32 lb	Bag	1	$70.04
Dry	NC NeuroCare™ Canine Formula	11 lb	Bag	1	$39.88
Dry	NF Kidney Function®	18 lb	Bag	1	$46.30
Dry	OM Overweight Management®	18 lb	Bag	1	$40.93
Dry	UR Urinary® Ox/St™	16.5 lb	Bag	1	$41.35
Wet	CN Critical Nutrition™	5.5 oz	Can	24	$42.00
Wet	EN Gastroenteric®	13.4 oz	Can	12	$26.18
Wet	EN Gastroenteric Low Fat®	13.4 oz	Can	12	$26.18
Wet	HA Hydrolyzed®	13.3 oz	Can	12	$30.20
Wet	NF Kidney Function®	13.3 oz	Can	12	$26.18
Wet	OM Overweight Management®	13.3 oz	Can	12	$27.26
Wet	UR Urinary® Ox/St™	13.3 oz	Can	12	$27.35
NA	FortiFlora® Canine Probiotic Supplement	30 x 1 oz	Box	6	$113.94
NA	FortiFlora® Canine Probiotic Chewable Supplement	90 ct	Bottle	6	$298.14
NA	Calming Care Canine Nutritional Supplement	45 x 1.59 oz	Box	6	$149.94
FELINE					
Dry	DM Dietetic Management®	10 lb	Bag	1	$41.35
Dry	EN Gastroenteric®	10 lb	Bag	1	$33.54
Dry	HA Hydrolyzed®	4 lb	Bag	1	$22.74
Dry	NF Kidney Function® Early Care	8 lb	Bag	1	$30.67
Dry	NF Kidney Function® Advanced Care	8 lb	Bag	1	$30.67
Dry	OM Overweight Management®	16 lb	Bag	1	$46.95
Dry	UR Urinary® St/Ox®	16 lb	Bag	1	$46.95
Wet	CN Critical Nutrition™	5.5 oz	Can	24	$42.00
Wet	DM Dietetic Management®	5.5 oz	Can	24	$35.21
Wet	EN Gastroenteric®	5.5 oz	Can	24	$34.92
Wet	NF Kidney Function® Early Care	5.5 oz	Can	24	$34.92
Wet	NF Kidney Function® Advanced Care	5.5 oz	Can	24	$34.92
Wet	OM Overweight Management®	5.5 oz	Can	24	$33.38
Wet	UR Urinary® St/Ox®	5.5 oz	Can	24	$34.92
NA	FortiFlora® Feline Probiotic Supplement	30 x 1 oz	Box	6	$113.94

** Includes shipping*

Purina trademarks are owned by Société des Produits Nestlé S.A.

Purina Shelter Champions Partner Program

By selecting the "I accept the Terms & Conditions and Contract on behalf of my Shelter Organization" button, you are signing this Agreement electronically and consenting to be legally bound by its terms and conditions. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You also represent that you are authorized to enter into this Agreement on behalf of the Shelter as indicated on the application (hereinafter, "SHELTER") and that such SHELTER will be bound by the terms of this Agreement.

This agreement and the Terms and Conditions, which are attached hereto and are incorporated herein by reference, (collectively, the "Agreement") sets forth below the agreement between Nestle Purina PetCare Company ("Purina") and **SHELTER** with respect to your participation in the Program.

1. Participation by **SHELTER** in the Program: **SHELTER** agrees to participate in the Program as outlined herein and agrees to be bound by the Terms and Conditions attached hereto.
2. Term: The initial term of this Agreement shall commence upon signature on this Agreement and shall continue thereafter for a period of three (3) years unless terminated earlier as provided for in this Agreement ("Term").

3. Pet Products Discount by Purina: During the Term of this Agreement, Purina shall provide the opportunity to purchase certain discounted Purina® brand dog and cat food and litter to **SHELTER** as set forth in greater detail below (the "Pet Products Discount"). To receive the Pet Products Discount, **SHELTER** shall provide estimates of amount of product to be purchased by **SHELTER** to Purina on an annual basis. All Pet Products Discounts and any pet product purchases made by **SHELTER** as described below shall be subject to minimum and maximum order quantities as required by Purina and **SHELTER** may place up to two (2) orders maximum per month.

4. Exclusivity: In consideration for the Pet Products Discount and Purina's other agreements herein, **SHELTER** agrees that: (a) during the Term, **SHELTER** will not accept sponsorships from any company or entity directly competitive with Purina in the dog and cat food, treats and litter categories without Purina's prior written consent, which such consent may be withheld or conditioned in Purina's sole discretion; (b) **SHELTER** will name Purina as its exclusive Pet Products provider of dog and cat food and litter; and (c) **SHELTER** will exclusively feed, use, recommend Purina brand dog and cat food and Purina® Tidy Cats® brand litter at the **SHELTER** facilities and at all on and off-site adoption, fundraising, and other events. Notwithstanding the foregoing, **SHELTER** may elect to feed and recommend other brands of pet food for a particular cat or dog in order to accommodate special medical requirements specified by a licensed veterinarian; provided, however, that **SHELTER** may only feed and recommend a non-Purina brand if Purina does not offer a product that meets such medical requirements. **SHELTER** further covenants and agrees that it will effectively communicate that Purina is a sponsor of the SHELTER and that it will not to portray Purina in an unfavorable manner in any way to the general public or any third parties pertaining to any matters, including, but not limited to, media exposure and publicity.

5. Supply of Dog and Cat Products: Unless otherwise agreed upon by the parties in writing or an addendum hereto, the Pet Products Discount shall be provided on purchases of certain Purina

ONE®, Purina Pro Plan®, Purina Cat Chow®, Purina Kitten Chow®, Purina Dog Chow® and Purina Puppy Chow® brand dry dog and cat food, Purina ONE® brand wet dog food, Friskies® and Fancy Feast® brand wet cat food, Purina Pro Plan® brand wet kitten food and Purina® Tidy Cats® brand litter. The Pet Products Discount shall be used by **SHELTER** only for the benefit of dogs and cats housed at **SHELTER**'s shelter and may not be transferred, sold, or used for any other purpose. Purina will provide **SHELTER** with the discount list prices for each available product; however, such pricing and product availability is subject to change in Purina's sole discretion. No refunds will be issued for incorrect product ordered. If an item is damaged upon receipt, or an item is shipped incorrectly by Purina, Purina will replace the product at no additional cost to **SHELTER**.

Purina, or its third party carrier, shall provide shipping guidelines that state product will ship LTL in 7-10 business days from time of order, to **SHELTER** for each order. If shipment is not accepted by **SHELTER** at the time of delivery by Purina, or if the shipment is redirected to any location other than what is stated on the original order, **SHELTER** shall be responsible for any additional shipping charges.

a. Purchase of Additional Purina Products: SHELTER may purchase Purina® Pro Plan Veterinary Diets products for sale or use at Purina's then current recommended clinic prices applicable to veterinary hospitals and clinics.

If the SHELTER has a retail space, the SHELTER will make Purina® products available for sale, excluding Purina® products purchased with SHELTER's Pet Products Discount. SHELTER may purchase Purina® product for sale in such retail space through a distributor that carries Purina products. Purina will advise on distributor information..

b. Reporting and Compliance: **SHELTER** shall submit adoption and intake statistics by the 10th of each month for the prior month (or the applicable portion thereof if Purina was not the provider of pet food for the entire month) (the "Adoption Statistics"), and requested pet food quantities under this Agreement will then be compared to the Adoption and intake Statistics. Purina may require **SHELTER** to explain any resulting variances to Purina's reasonable satisfaction. **SHELTER** shall provide to Purina certain information in an electronic format which shall include, but not be limited to, the following: (a) monthly intake of companion animals; (b) monthly adoption numbers

c. Adopter Information: **SHELTER** will send Purina adopter information for persons who have agreed in writing to receive communications from Purina, and will not provide any personally identifiable information regarding an individual that has not agreed in writing to receive communications from Purina. **SHELTER** will (a) use good faith efforts to obtain affirmative written consent to receive communications from Purina from such persons, (b) provide such persons with a copy of or link to Purina's privacy policy (available at https://www.purina.com/privacy-policy) and (c) provide Purina bi-weekly with the name, email and zip code of such persons who have provided such consent. Shelter will be responsible for retaining evidence of affirmative consent and complying with all privacy and other laws and regulations in maintaining and sharing such database information.

6. SHELTER's Promotion Obligations:

1. **SHELTER** will provide **verbal** recommendations to adopters to continue to feed Purina products at point of adoption.
2. **SHELTER** agrees to provide each adopter with an adopter kit provided by Purina, which may include Purina product samples and/or other promotional material at no cost to **SHELTER**.
3. **SHELTER** will exclusively display Purina brand dog and cat food and litter signage in

prominent locations through the **SHELTER**'s shelter facilities. Purina will from time to time provide **SHELTER** with mutually agreed upon signage for such purposes.

4. **SHELTER** will provide a link from **SHELTER**'s adoption page on its website to Purina and Petfinder website(s) (at no cost to Purina) and will recognize Purina's sponsorship on **SHELTER**'s website in a mutually agreed upon manner.
5. **SHELTER** will include Purina branding and a positive reference to the Purina brand or its products at the **SHELTER'S** physical location and in **SHELTER**'s newsletters or similar publications, including social media.
6. **SHELTER** will apply to become a member of Petfinder and actively post adoptable pets on the online Petfinder platform.
7. **SHELTER** will make a good faith effort to encourage **SHELTER** employees to apply for enrollment in the Purina for Professionals program, which provides Purina brand products at discount prices to its Professional Members, and Purina shall provide **SHELTER** will all necessary enrollment materials and application information.

TERMS AND CONDITIONS OF

PURINA SHELTER PARTNER PROGRAM AGREEMENT

1. Purina Promotion or Other Use of SHELTER Logo and Marks: Purina may promote itself as a sponsor and provider of Purina brand pet food to SHELTER utilizing the SHELTER Marks as defined in Section ?2.2 below, subject to review and written approval by SHELTER, which such approval shall not be unreasonably withheld.

2. Use of Trademarks; Intellectual Property:

2.1 Purina hereby grants to SHELTER, during the Term, the right to use and/or display Purina's logo(s), brand name(s), trademark(s), logotype(s) and/or design(s) as provided by Purina (hereinafter "Purina Marks") to SHELTER during the Term solely for the purpose of fulfilling its obligations as outlined in this Agreement. SHELTER acknowledges that such Purina Marks are and shall remain the sole and exclusive property of Purina and that this Agreement in no way confers upon SHELTER any rights or interest whatsoever in such Purina Marks or the use/display thereof. All uses of the Purina Marks shall be subject to Purina's prior written approval. All use of Purina Marks by SHELTER shall inure to the benefit of Purina.

2.2 SHELTER hereby grants to Purina, during the Term, a non-exclusive right to use and/or display the SHELTER's logo, name, trademarks, logotypes and/or designs (hereinafter "SHELTER Marks") for the purpose of fulfilling its obligations as outlined in this Agreement including, advertising and promoting the relationship to the trade and the general consuming public. Purina acknowledges that use and/or display of any SHELTER Marks in no way confers upon Purina any right or interest in or to such SHELTER Marks or the use of them. Such SHELTER Marks are and shall remain the sole and exclusive property of SHELTER.

3. Confidentiality:

3.1 Each party acknowledges that as a result of entering into this Agreement and performing its

obligations hereunder, it may obtain or gain access to the other party's Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall be defined as all information provided by one party to the other orally or in writing and which relate to new or existing products and/or business operations, including, without limitation, distribution data, accounting and financial information, new product concepts and capabilities, pricing information and terms, and the existence and provisions of this Agreement. To the extent practical, Confidential Information shall be disclosed in documentary or tangible form marked "Confidential" or "Proprietary." In the case of disclosures in non-documentary form or made orally, the disclosing party shall have the right, or, if requested by the recipient, the obligation to confirm in writing the fact and general nature of each such disclosure within thirty (30) days after it is made. Purina will abide by any reasonable privacy restrictions required by SHELTER with respect to the identity of any SHELTER contributor or person who adopts an animal from SHELTER.

3.2 Each party hereby agrees to keep the Confidential Information of the other in confidence and will not publish or directly or indirectly disclose or otherwise make available to any third party without the prior written consent of the disclosing party. The recipient of Confidential Information will limit access of such information to only those of its employees and/or subcontractors who need to know the same in order to perform their duties under this Agreement and who have been apprised of its confidential nature and have agreed (in the case of subcontractors, such agreement must be in writing) to be bound by the terms set forth in this Section 3.

3.3 This Section 3 shall survive the termination of this Agreement and shall continue for each item of Confidential Information until such time as the receiving party can show that such item of Confidential Information:

(a) is or has become publicly available other than as a result of any act or failure to act by the receiving party;

(b) was demonstrably known to the receiving party, without an obligation to keep it confidential, prior to receipt of such item of Confidential Information from the disclosing party; or

(c) has legally and properly been received by the receiving party from a person other than the disclosing party, through no breach of any agreement with disclosing party and without an obligation to keep it confidential.

4. Termination:

4.1 This Agreement may be terminated at any time without cause by either party upon ninety (90) days prior written notice to the other party. In the event of termination, each party shall return to the other any and all materials (excluding pet products) which the parties have provided to each other in fulfillment of its obligations hereunder.

4.2 Should either party breach any term, covenant, representation or warranty herein and fail to remedy such breach within thirty (30) days following written notice by the other party of such breach, the affected party shall have the right and option to terminate this Agreement forthwith. Such termination shall be in addition to any and all other rights and remedies that the terminating party may have under this Agreement, at law, or in equity.

4.3 Should either party or their respective employees, representatives and/or agents (the "offending party") commit any act or be involved in any situation tending to bring the other party (the "offended

party") into public disrespect, scandal, or ridicule, tending to derogate from the public image of the offended party, or tending to reflect unfavorably upon the offended party or any of its products or services, then such offended party shall, in addition to its other legal and equitable remedies, have the right to terminate this Agreement immediately without an opportunity to cure and without any further obligation to offending party. Without limiting the generality of the foregoing, Purina reserves the right to from time to time to evaluate SHELTER's (a) sanitation and animal housing conditions, (b) policies and practices relating to the treatment of animals, and (c) other matters concerning the quality and welfare of the shelter facilities and the animals housed therein. In the event that Purina, in its reasonable discretion, determines from its evaluation that any such matters may (i) place the health, safety, or welfare of the animals at risk or (ii) cause the reputation or goodwill of Purina to be adversely affected by its continued association with SHELTER, Purina shall have the right to terminate this Agreement upon providing SHELTER with written notice of the adverse condition and at least ten (10) business days to cure the condition.

5. Indemnification:

5.1 SHELTER hereby agrees to indemnify, defend and hold harmless Purina, its affiliated entities and their respective officers, directors, employees and agents from and against any and all losses, damages, claims, liabilities, injuries, actions, causes of action and costs, including reasonable attorneys' fees and expenses, arising out of the SHELTER's performance or non-performance hereunder, any negligent or willful act or omission by SHELTER or its employees, agents, contractors or representatives or any breach of warranty, commitment, covenant or representation by SHELTER herein. The termination of this Agreement shall not affect the continuing obligation of the SHELTER as indemnitor.

5.2 Purina hereby agrees to indemnify, defend and hold harmless SHELTER, its affiliated entities and their respective officers, directors, employees and agents from and against any and all losses, damages, claims, liabilities, injuries, actions, causes of action and costs, including reasonable attorneys' fees and expenses, arising out of Purina's performance or non-performance hereunder, any negligent or willful act or omission by Purina or its employees, agents, contractors or representatives or any breach of warranty, commitment, covenant or representation by Purina herein. The termination of this Agreement shall not affect the continuing obligation of Purina as indemnitor.

6. Insurance: SHELTER shall maintain at its own expense with insurance carriers reasonably acceptable to Purina throughout the Term a comprehensive liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability for covering all activities directly or indirectly related to this Agreement, automobile liability insurance for owned, non-owned and hired vehicles used by SHELTER with a limit of not less than $100,000 per person/$300,000 per accident/$50,000 property damage Said policies shall name Purina as an additional insured therein. SHELTER shall additionally maintain statutory workers compensation coverage, if required by law for its state of domicile and any other state in which it does business. SHELTER shall furnish Purina with certificates of insurance evidencing the coverage required above. The certificates of insurance must be endorsed to provide that the above polices shall not be cancelled, materially changed or reduced in coverage until at least thirty (30) days after written notice of such cancellation, change or reduction shall have been mailed to Sponsor as a certificate holder at the address shown above. Further, SHELTER shall furnish Purina with proof that SHELTER's insurer acknowledges and covers the contractual liability assumed by SHELTER in this Agreement.

7. Purina's Participation: It is understood and agreed that Purina's participation in this Agreement is

limited to promotional and product support only and that Purina does not assume any responsibility for the selection, screening, and placement of animals or other activities of SHELTER.

8. Representations and Warranties:

8.1 Each party hereby represents and warrants that it is free and has full right to enter into this Agreement, to perform all of the obligations hereunder, and to grant all rights hereunder on the terms and conditions contained herein. Each party further warrants and represents that the execution, delivery and performance of this Agreement will not violate or conflict with any contractual restriction(s) and/or agreement(s) binding upon or affecting such party.

8.2 SHELTER warrants and represents that its performance of this Agreement will comply with all applicable federal, state, local laws, rules, regulations and ordinances in effect including, without limitation federal, state and local laws and guidelines governing charitable organizations and disclosure of Purina as a sponsor of SHELTER. SHELTER shall be solely responsible for adhering to all applicable state registration requirements, filings and record keeping as may be required under charitable solicitation and/or registration or other similar laws by the state(s) in which the SHELTER is located and any other states where services will be performed under this Agreement.

9. Equal Employment: SHELTER is aware that Purina is a federal contractor. **Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws..**

10. Notices:

10.1 All notices and other communications regarding this Agreement shall be sent to the following address (or such other address as the Party may specify in writing in accordance with these procedures):

If to Purina:	If to SHELTER:
Nestlé Purina PetCare Company	SHELTER's address as listed on the application
Checkerboard Square	
St. Louis, Missouri, 63164	
Attention: Casey Kleekamp	

10.2 All written notices required or permitted to be given under the terms of this Agreement shall be deemed duly delivered upon receipt if (i) delivered in person; (ii) sent by reputable courier services

with confirmation of delivery; or (iii) sent certified mail, return receipt requested to the above address. Notwithstanding the foregoing, payments, reports, and other routine communications may be sent by regular or electronic mail.

11. Miscellaneous:

11.1 Each party to this Agreement shall be deemed an independent contractor. No provision of this Agreement or any act of the parties pursuant to this Agreement shall be construed to express or imply a joint venture, partnership, or relationship other than that specified in this Agreement. No employee, agent or other representative of either party shall at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Each party shall be fully liable for all Workers' Compensation premiums and liability and federal, state and local withholding taxes or charges with respect to its respective employees, and each agrees to save the other harmless from any claims brought against the other in respect thereto.

11.2 Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.3 The failure of either party to insist on the strict performance of any terms, covenants and conditions of this Agreement at any time, or in any one or more instances, or its failure to take advantage of any of its rights hereunder, or any course of conduct or dealing, shall not be construed as a waiver or relinquishment of any such rights or conditions at any future time and shall in no way effect the continuance in full force and effect of all provisions of this Agreement.

11.4 Headings of the sections hereof are inserted for convenience only and shall not constitute a part of this Agreement.

11.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, notwithstanding conflict of laws principles.

11.6 Should any provision of this Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.7 This Agreement constitutes the entire agreement between parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the subject matter hereof.

11.8 Purina reserves the right to change any of the terms and conditions contained in this Agreement at any time and in its sole discretion. Any changes will be effective upon the earlier to occur of: (a) delivering the revised terms and conditions, or notice of such changes, to you as provided in the notice provision; or (b) posting the revised terms, conditions on www.purinashelterchampions.com. You are responsible for reviewing any revised terms, conditions, policies, guidelines, and information, and any notices of revisions. YOUR CONTINUED USE OF THE PET PRODUCTS DISCOUNT FOLLOWING OUR DELIVERY OR POSTING OF ANY REVISED TERMS, CONDITIONS, OR PROGRAM POLICIES, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT OR THE PROGRAM POLICIES, YOU MUST STOP ORDERING PURINA PRODUCTS USING THE PET PRODUCTS DISCOUNT, AND GIVE US WRITTEN NOTICE.