

RESOLUTION NO. RS2020 - 248

A resolution approving a Partners in Protection Shelter Program (PIP) participation agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Boehringer Ingelheim Animal Health USA, Inc. to purchase discounted animal vaccines and medicines for shelter animals.

WHEREAS, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the board, subject to confirmation by resolution of council; and,

WHEREAS, Boehringer Ingelheim Animal Health USA, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, have entered into a participation agreement, attached hereto and incorporated herein, to purchase discounted animal vaccines and medicines for shelter animals; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this participation agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the participation agreement between Boehringer Ingelheim Animal Health USA, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to purchase discounted animal vaccines and medicines for shelter animals, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/llh
Kevin Crumbo,
Finance Director

INTRODUCED BY:

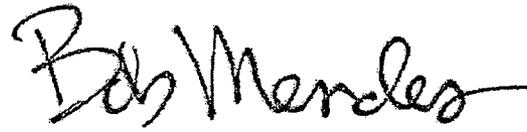
Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:


Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes

Councilmember At-Large

Electronic Signature Page

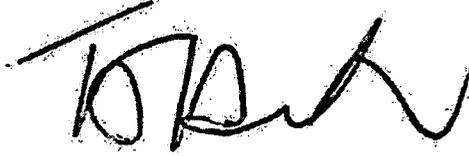
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Russ Bradford

Russ Bradford
Council Member, District 13

Electronic Signature Page

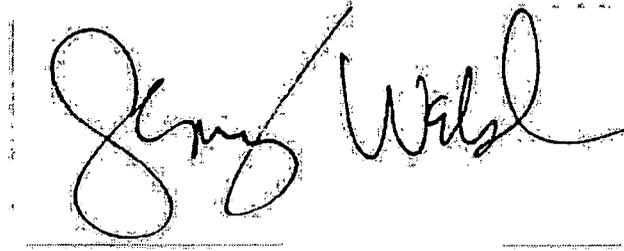
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read 'Tonya Hancock', with a stylized, cursive flourish at the end.

Tonya Hancock
Council Member, District 9

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Ginny Welsch". The signature is written in a cursive style with a large initial "G" and a long horizontal stroke at the end. It is positioned above a horizontal line.

Ginny Welsch

Council Member, District 16

PARTNERS IN PROTECTION® SHELTER PROGRAM PARTICIPATION AGREEMENT FOR DISCOUNTS

Sales Information:

Sales Representative: Mark Sellers

District Manager: Chad Moore

Primary Shelter Information:

Account #:3512

Location#:13697

Primary Shelter Name: Metro Animal Care & Control

Address: 5125 Harding Place

City, State, Zip: Nashville, TN 37211

Email: sanmi.areola@nashville.gov

Contact Name: Sanmi Areola

Delivery Address, if different than Shelter Address:

Delivery Address City, State, Zip:

Secondary Shelter Information (if applicable):

Secondary Location#:

Secondary Shelter Name:

Address:

City, State, Zip:

Email:

Contact Name:

This Partners in Protection Shelter Program ("PIP") Participation Agreement for Discounts ("Agreement") is by and between Boehringer Ingelheim Animal Health USA Inc., having its principal place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096 USA ("Company"), and the shelter(s) named above having a place of business located at the address(es) as stated above (individually or together, as the case may be, will be referred to as "Shelter").

1. This Agreement is dated February 11, 2020 and made effective as of as of the last date of signature by the parties through January 31, 2021 ("Term"). Company may terminate this Agreement, upon written notice, at any time for any reason whatsoever.
2. Company will offer certain animal health products ("Products") to Shelter at discounted prices. Provided Shelter commits to purchase a minimum of \$10,000 in vaccine Products during each calendar year of the Term, the list of Products and the discount percentages attached to this Agreement as Schedule 1 ("Tier 2 Discounted Percentages") shall apply. All Tier 2 Discount Percentages in Schedule 1 will apply at the time of purchase. If either, (a) Shelter elects not to commit to purchase of \$10,000 in vaccine Products during the Term or (b) upon review of Shelter's purchase activity through June of any calendar year it appears Shelter will not meet the \$10,000 commitment for such year, Company's regular Product pricing ("Tier 1 Discounted Percentages") as set forth on Exhibit A shall apply. All Tier 1 Discount Percentages in Exhibit A will apply at the time of purchase. Shelter elects:

(Shelter to initial election below)

Tier 1 Discount Percentages

Tier 2 Discount Percentages (Shelter commits to purchase a minimum of \$10,000 in vaccine Products during each calendar year of the Term)

3. If an Eligible Shelter's account:
 - a. Is delinquent as a result of late payments or nonpayment, any rebates earned will be applied as a credit memo toward the Eligible Shelter's account.
 - b. Returns on all or part of any order of Products purchased during the Term that impacts the dollar amount of the rebates earned, the difference that is created by such return may be deducted from any subsequent rebates earned during Term or added to the Eligible Shelter's next invoice.

4. During the Term of this Agreement, Shelter agrees:
 - a. to maintain its 501(C)(3) status or its status as a publicly supported animal care and control agency, and maintain state licensed kennel facilities;
 - b. to maintain an onsite shelter medical clinic or have regular routine onsite visits and support from a licensed veterinarian;
 - c. that the Products purchased by the Shelter may not be sold or otherwise distributed to any third party in any manner not specifically provided for in this Agreement;
 - d. to prominently display and distribute certain promotional materials provided to Shelter by Company.
5. ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE DISCLAIMED BY COMPANY.
6. Each party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder without violating the legal or equitable rights of any third party.
7. By participating in the PIP, Shelter understands and agrees that Shelter cannot participate in any other Company promotions featuring the Products.
8. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. Company acknowledges that Shelter is a governmental entity subject to the requirements of the Tennessee Governmental Tort Liability Act.
9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or verbal. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties. If any part of this Agreement is rendered invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement.
10. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

METRO ANIMAL CARE & CONTROL

**BOEHRINGER INGELHEIM
ANIMAL HEALTH USA INC.**

By: _____

Sanmi Areola

Name: Sanmi Areola

Title: Interim Director

By: _____

Mark Sellers

Name: Mark Sellers

Title: Lead Sales Representative

EXHIBIT A
PRODUCT LIST INCLUDING TIER 1 DISCOUNT PERCENTAGES

PRODUCTS		DISCOUNTS
NexGard® HEARTGARD® FRONTLINE® Brand Products	PARAS	Not included in shelter pricing
Canine vaccines and Feline FVRCP Feline Rabies and Felv vaccines IMRAB® (rabies)	VACCINES	50% 25% 65%
METACAM® / PREVICOX® / IMMITICIDE® Other	OTHER	25% 6%

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Jammi Oreda
Interim Director, Metro Public Health Department

02/12/2020
Date

Alex Johnson
Chair, Board of Health

2/13/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumley
Director, Department of Finance

2/21/2020
Date

APPROVED AS TO RISK AND INSURANCE:

TRON
Director of Risk Management Services

2/26/20
Date

APPROVED AS TO FORM AND LEGALITY:

David C. Annett
Metropolitan Attorney

2/27/2020
Date

FILED:

Metropolitan Clerk

Date