



July 16, 2024, 2024

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Re: Strategic Shelter Partnership Agreement

Dear Misty Valenta,

It is with great pleasure that we present the following proposal to Williamson County Regional Animal Shelter ("Shelter") outlining a strategic partnership between Shelter and VCA Animal Hospitals ("VCA"). It is our sincere hope that this partnership not only enhances the success of both of our organizations, but also helps more pets become a part of more households, and that they are given the chance at a long and healthy life with those families.

The terms of this partnership as set forth in this letter (this "Agreement") will upon acceptance by Shelter commence on July 1st, 2024 and run until June 30th, 2025. This Agreement will automatically renew for additional one-year periods unless cancelled by either party upon written notice delivered not less than 60-days prior to the end of the then current term. This offer expires on July 30th, 2024.

VCA PROVIDED BENEFITS: During the term of this Agreement, VCA will provide to Shelter or Shelter's clients, as applicable, the following benefits:

1. Limited Health Care Guarantee for Adopted Pets: For each pet adopted from Shelter, VCA will provide such pet a complimentary health exam and a 14-day "LIMITED" HEALTH CARE GUARANTEE from the date of the adoption (\$250.00 maximum coverage) (the "Limited Health Care Guarantee"). In order for a pet to receive the benefit of the Limited Health Care Guarantee, the pet must receive an initial examination from a participating VCA Animal Hospital within 14-days of the adoption date. For the avoidance of doubt, Shelter is not contracting for veterinary services and has no responsibility for the pet's veterinary care after the completion of the adoption process.
2. As part of the VCA's offer to the client, any such pet adopted from Shelter for which the Limited Health Care Guarantee is activated will be treated for the conditions specified in VCA's Health Start Certificate (a "Covered Condition") which have been diagnosed by a VCA veterinarian any participating VCA Animal Hospital within 14-days post-purchase (\$250.00 maximum coverage). VCA may modify its Healthy Start Certificate from time to time in its sole discretion. Any treatment for a Covered Condition in excess of the \$250.00 maximum coverage amount will be provided at VCA's standard rates. For conditions identified 14-days after adoption, NO DISCOUNT IS OFFERED OR IMPLIED. A list of participating VCA locations (each a "Participating VCA Location") will be provided by VCA, and may be updated by VCA from time to time.
3. Discounts for Shelter Animals in Shelter (Pre-Adoption). VCA will provide Shelter a 25% discount off its regular price for medical services at Participating VCA Locations for animals at Shelter prior to adoption (the "GP Discount"). The GP Discount does not apply to specialty services or consultations, emergency services or services provided after regular hours, food, chronic drugs, boarding, grooming, already discounted services, and/or promotions. Shelter's Senior Director of Operations or his/her authorized



designee must provide to the applicable Participating VCA Location, pre-approval of all treatments of Shelter animals by the applicable Participating VCA Location prior to treatment.

4. Shelter Employee Discount. VCA will extend a 20% discount off its regular price for medical services for all full- or part-time Shelter employees at Participating Locations. The employee must verify employment via their most recent pay stub, a Shelter ID card, or other form of proof acceptable to VCA. This discount is limited to 4 pets per employee and does not include a discount for specialty services or consultations, food, chronic drugs, boarding, grooming, and already discounted services and/or promotions.
5. Joint Marketing. VCA will participate, whenever possible and advantageous to both parties, in joint marketing efforts with Shelter. This will include local events, email, newsletters, signage, and other Shelter events.
6. Training and Education. VCA will encourage joint educational sessions between VCA veterinarians, staff, and the staff of Shelter. These meetings should serve to educate VCA employees on the excellence of Shelter, and why we need to support them in all their efforts. We will also hold our staff and veterinarians responsible to uphold Shelter in all dealings with clients that are mutual to both Shelter and VCA. This training and policy will be explained to all existing and new VCA employees. Field Manager will assist in the facilitation of such meetings. We will encourage and foster this goodwill on all counts.

SHELTER PROVIDED BENEFITS: During the term of this Agreement, Shelter will provide to VCA the following benefits:

1. Veterinary Services Partner. Shelter designates VCA as a veterinary service company partner of Shelter and Shelter may, in its sole discretion, refer Shelter Adopters to VCA Animal Hospitals. Shelter designates VCA as one of their veterinary service company partners. Shelter will place approved VCA marketing materials in each adoption kit that Shelter distributes to Shelter Adopters.
2. Daily Provision of Adoptee List. Shelter will provide a confidential "adoptee list" daily (uploaded daily to VCA partner portal via excel format when available) or emailed to VCA. This list will include the client's name, address, phone number, and email and will be sorted by zip codes.
3. Training and Education. Shelter will encourage all of its staff to participate with VCA Animal Hospitals in educational sessions designed to teach Shelter staff who VCA is, why we are dedicated to quality veterinary medicine, and why they should feel comfortable recommending VCA for each new family member that is adopted into a new home from Shelter. VCA Animal Hospitals will encourage its entire staff to learn about Shelter and its efforts to help pets.

ADDITIONAL TERMS:

VCA AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY CLAIMS, LIABILITIES, DAMAGES, OR LOSSES ARISING FROM SERVICES PROVIDED AS A VETERINARY SERVICE COMPANY CAUSED BY ANY NEGLIGENCE OF VCA.

This Agreement is subject to and the parties agree to be bound by the additional terms and conditions attached hereto as Appendix A.



It is our sincere hope that this Agreement is the continuation of a long and prosperous partnership between Shelter and VCA Animal Hospitals. Again, we believe Shelter, VCA, and most importantly, the families and their pets will benefit from this union for a very long time into the future.

Sincerely yours,

VCA Animal Hospitals

Printed Name Rose Schroeder, as VCA agent

Title regional operations director

Signature *Rose Schroeder*

Date 7/22/24

Acknowledged and Accepted
as of _____

Printed

Name _____

Title _____

Signature _____



APPENDIX A

ADDITIONAL TERMS

1. Relationship of the Parties. Neither VCA nor its employees are considered to be employees of Shelter for any purpose whatsoever. VCA is considered an independent contractor at all times in the performance of the Services described above. VCA further agrees that neither it nor its employees are entitled to any benefits from Shelter under Workers' Compensation or to any of the benefits granted to employees of Shelter. Neither Shelter nor its employees are considered to be employees of VCA for any purpose whatsoever. Shelter is considered an independent contractor at all times in the performance of the Services described above. Shelter further agrees that neither it nor its employees are entitled to any benefits from VCA under Workers' Compensation or to any of the benefits granted to employees of VCA.
2. Confidentiality. To the extent permitted by applicable law, the terms of this agreement are to be held strictly confidential by all parties to this agreement. Confidentiality survives the expiration of this agreement.
3. Termination. Either party may terminate this Agreement at any time and for any reason upon not less than 60-days prior written notice.
4. Non-disparagement. Each party to the agreement agrees not to take any action or to make any statement, written or oral, that disparages or criticizes the other party, its business, its management or any of its officers, directors, or employees. Each party further agrees not to take any action that is intended to, or that does in fact, damage the business or reputation of the other party or that interferes with, impairs or disrupts its normal operations. This provision survives the expiration of this agreement.
5. Billing. Shelter will be billed monthly by each VCA Animal Hospital which has provided services to Shelter. Pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), an invoice will be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County at the late payment rate required by Texas Government Code Section 2251.025.
6. Assignability. The parties shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or notation), without the prior written consent of the other party.
7. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
8. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles.



9. Liability. Shelter and VCA shall each maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death, or property damage, with minimum limits of liability of One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) property damage. Each party shall furnish certificates of insurance evidencing payment thereof to the other, as the same shall be requested in writing from time to time. All such insurance policies may be maintained under a blanket insurance policy.

10. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may be modified, altered or amended only by a document signed by both of the parties.