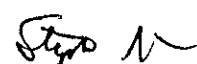


ID**4659****Department:**
Animal Services**Vendor Name:**
IDEXX Laboratories**Project Name:**
SNAP Pro Agreement - Shelters**Work Order Number(s):**
PO 150630**Account Number:**
N/A**Contract Amount:**
\$16,470.00**Implementation Date:**
1/1/2015**Termination Date:**
1/1/2019**City Council Appr. Date:****Insurer A Name:**
N/A**Insurer A Expiration:****Insurer B Name:****Insurer B Expiration:****Insurer C Name:****Insurer C Expiration:****Insurer D Name:****Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**
Nadia**Department Manager Signature:****Date:**

12/29/14

City Attorney Signature:**Date:****City Manager/Deputy City Manager Signature:****Date:**

12/30/2014

City Secretary Signature:**Date:**

12/30/2014

Hill, Eli

To: 972-237-8579
Subject: IDEXX Direct Purchasing 2015 and Price Freeze

Hello,

I had spoken to Lauren today and she thought you would be the best on to send this to. As you are probably aware, IDEXX is going to a direct purchasing model as of the first of the year. Any orders you currently make through your distributor for IDEXX product (snap kits) will need to be made directly through IDEXX as of Jan. 1st. For our non-profit partners, we are offering an extension of the same prices you are currently paying with your distributor and locking in that price for a period of 4 years. There is no additional ordering required, and shipping charges will not increase. We hope this helps the transition when ordering directly from us. We will also send you a snap pro, at no cost, to help record your snap results. I attached the price freeze document here, it can be signed by anyone in the organization. Typically, our yearly price increased take effect in Nov/Dec, so the sooner you can return this the better. Feel free to fax or email just the three page form attached back. Please let me know if you have any questions, and have a great day!

Eli Hill

Inside Sales Account Manager

North Texas & Oklahoma

Eli-Hill@idexx.com

Tel/Fax: 207-556-3957

Alt Fax: 207-556-4192

Toll free 800-551-0998 ext. 63957

IDEXX
LABORATORIES

SNAP Pro™ Agreement - Shelters



Dear Doctor: Please read this Agreement ("Agreement") carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Shelter indicated below. The words we, us, our and IDEXX refer to the Companion Animal Group of IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, Maine 04092, phone 800-548-6733, and our affiliate, IDEXX Distribution, Inc. IDEXX Distribution, Inc. is the owner and supplier of the equipment.

| | | |
|--|----------------------|---------------|
| Shelter Name: PRAIRIE PAWS ADOPTION CENTER | Shelter Owner: | |
| Address: 2222 W WARRIOR TRL | City: GRAND PRAIRIE | |
| State: TX | Zip Code: 75052-7445 | Phone: |
| Annual Commitment (# SNAP tests): 1545 | Fax Number: | SAP #: 232190 |

1. Volume Commitment. In consideration of our agreement to provide you with 1 SNAP Pro™ Instrument(s) (the "Equipment"), you agree to purchase from IDEXX or its authorized distributors the quantities of the SNAP® Tests ("SNAP Tests") listed above (the "Annual Commitment") during each twelve-month period from the first day of the calendar month following the delivery of the Equipment to you (the "Start Date") through the end of the Term.

2. Term. The term of this Agreement (the "Term") is from the date of delivery of the Equipment to you through the date which is 48 months after the Start Date.

3. Equipment. IDEXX will provide you with the Equipment upon signing this Agreement.

4. Prices for SNAP tests. In consideration for you entering into this Agreement and receiving the Equipment, pricing for SNAP tests purchased during the Term will not exceed the prices in the following table:

| SNAP® Test | Qty/box | Price/Test | Price/Box |
|----------------------|---------|------------|-----------|
| SNAP® Feline Triple® | 30 | \$13.56 | \$406.80 |
| SNAP® FIV/FelV Combo | 30 | \$13.56 | \$406.80 |
| SNAP® Heartworm | 30 | \$5.52 | \$165.60 |
| SNAP® Parvo | 5 | \$12.60 | \$63.00 |
| SNAP® FeLV | 30 | \$9.35 | \$280.50 |
| SNAP® 4Dx® Plus | 30 | \$12.11 | \$363.38 |
| SNAP® Giardia | 15 | \$8.29 | \$124.31 |
| SNAP® cPL™ | 10 | \$13.40 | \$134.00 |
| SNAP® iPL™ | 10 | \$8.46 | \$84.58 |

You may purchase SNAP tests from IDEXX or its authorized distributors. Nothing in this Agreement requires IDEXX to continue making any product in the table above available for the Term.

5. Purchase Terms. The Equipment and all consumable purchases under this Agreement are subject to IDEXX's or the Distributor of Record's standard terms and conditions of sale, including our North America Terms and Conditions, as the case may be. Any terms and conditions contained in any order form issued by you for such purchase are null and void and are entirely superseded by the terms and conditions of this Agreement and those contained in IDEXX's or its distributors' standard terms and conditions of sale, as the case may be. You shall bear all shipping and handling charges for consumable products, as applicable. You shall use the consumables only in the shelter location listed above, and not sell or transfer them to any other clinic or location.

6. Confidentiality. You may not disclose the specific terms and conditions of this Agreement, including pricing and discount terms, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction. If you have signed a separate Confidential Disclosure Agreement with IDEXX, the terms of this Agreement are confidential information under that agreement.

7. Ownership and Location of Equipment. Upon delivery, you will be the owner of the Equipment and have title to the Equipment. You will not sell, lease, transfer or assign the Equipment to any other party during the Term. Except in cases of repair at IDEXX's facilities or exchange of Equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or alter it in any way. See also Sections 9, 10 and 11. IDEXX will be responsible for any sales tax due at the time of transfer of ownership of the Equipment.

8. Limited Warranty. With respect to the Equipment, IDEXX makes the limited warranties to you set forth in your IDEXX Order Form and Sales Receipt, which is incorporated by reference into this Agreement in its entirety, subject only to IDEXX's obligation to maintain the Equipment as set forth in "Warranty and EMA Service; Training" below. This limited warranty applies to you so long as you are not in default under this Agreement. IDEXX SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR OR SPECIAL PURPOSE. In no event shall IDEXX be liable for incidental or consequential damages resulting from use of the Equipment.

9. Warranty and EMA Service; Training. During the first year of the Term, the Equipment is covered by IDEXX's limited warranty, and for the remainder of the Term, the Equipment is covered by our Extended Maintenance Agreement (EMA), both of which were provided to you with your IDEXX Order Form and Sales Receipt, at no additional cost to you. You agree to use the Equipment in accordance with the applicable IDEXX Operator's Manual. You agree to perform minor maintenance (e.g., changing UV bulb) at

your clinic site, with assistance from IDEXX technical support. You are responsible for periodic quality control procedures on the Equipment described in the applicable Operator's Manual(s) and the cost of associated material. At the end of the Term, IDEXX will automatically renew your EMA coverage, and will invoice you for such coverage at the rates then in effect. Following the end of the Term, you may cancel EMA coverage by providing written notice to IDEXX.

10. Risk of Loss; Insurance. You agree not to damage or misuse any of the Equipment, and to protect all of the Equipment from any kind of loss during the Term. If any Equipment is damaged or lost, you agree at IDEXX's option either: (i) to pay to IDEXX the then-suggested retail price of the Equipment as if undamaged (depreciated on a straight-line basis over 2 years and prorated monthly), or (ii) to pay to IDEXX the reasonable cost of repairing the Equipment. You shall promptly notify IDEXX of any loss or damage to the Equipment. You agree to keep the Equipment fully insured against loss and to have IDEXX named as loss payee.

11. Security Interests. You shall not permit any security interest or other lien or encumbrance to attach to the Equipment, and shall notify us immediately if one does. You shall indemnify us against any costs, including reasonable attorneys' fees, if any security interest or other lien or encumbrance attaches to any Equipment.

12. Breach. If you breach this Agreement (including a failure to meet your Annual Commitment) and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, IDEXX reserves all rights and remedies available at law or in equity, including, but not limited to, at our discretion, return of the Equipment or payment of the full value of the Equipment and any associated EMAs, plus sales tax.

13. No Assignment. A sale or other transfer of your shelter does not end your obligations under this Agreement. You agree to not sell, transfer, assign or delegate performance of this Agreement without the prior written consent of IDEXX. Any change in ownership of any of the shelter(s) listed on page 1 such that those persons or entities that control such shelter(s) as of the Start Date no longer control such shelter(s) shall be deemed an assignment of this Agreement. "Control" refers to (i) the possession, directly or indirectly, of the power to direct the management of the shelter(s), whether through the ownership of securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the shelter(s). You agree not to transfer any assets that are required for you to fully perform under this Agreement without IDEXX's prior written consent.

14. Other Rights. Any delay or failure by either party to enforce its rights under this Agreement does not prevent it from enforcing its rights at a later time. Neither party is liable for any failure to perform due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, inability to obtain materials upon reasonable prices or terms, or any other similar causes beyond its control.

15. Governing Law; Venue; Waiver of Jury Trial. This Agreement and our respective rights and duties are governed by and shall be interpreted and enforced in accordance with the laws of the State of Maine (or Ontario, if your shelter is located in Canada), without giving effect to the principles of the conflict of laws thereof. Any legal actions relating to this Agreement must be brought in the court of appropriate jurisdiction in the State of Maine (or in the Province of Ontario, if your shelter is located in Canada), which shall have exclusive jurisdiction (except that we may bring an action for an injunction or similar equitable relief against you in any proper jurisdiction), and you hereby waive any claim of lack of jurisdiction or inconvenient forum. YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS. We each further waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.

16. Miscellaneous. This Agreement, together with the IDEXX Order Form and Sales Receipt, the IDEXX North America Terms and Conditions, the EMA and any separate Confidential Disclosure Agreement you have entered into with IDEXX, are the entire agreement between us with respect to the subject matter hereof. Nothing in this Agreement shall be construed to create the relationship of employer and employee, agency, joint venture, partnership or association between you and IDEXX. This Agreement may be modified only in writing signed by the parties and not by course of performance.

17. English Language (Québec only). The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

18. Customer Certification. By signing and accepting this Agreement, you acknowledge that before execution of this Agreement IDEXX offered to sell you consumable products and/or to sell or lease you the Equipment, separately, and that you declined those offers and accepted the terms of this Agreement instead.

By signing below, you agree to all the terms above and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the shelter(s) named on page 1. Copies of this Agreement bearing authorized electronic or facsimile signatures may be treated as an original.

IDEXX DISTRIBUTION, INC.

Signature:

Sales Rep Name:

Date Signed:

SHELTER NAME: PRAIRIE PAWS ADOPTION CENTER

Signature:

Signer's Name:

Signer's Title:

Date Signed:

APPROVED AS TO FORM

APPROVED AS TO FORM

CITY ATTORNEY

232190

Contract #: 2014-81382-1

October 21, 2014 - Quote valid until November 20, 2014

 PRAIRIE PAWS ADOPTION CENTER • 2222 W WARRIOR TRL • GRAND PRAIRIE,
 TX 75052-7445 US


| MY ORDER | PRICE |
|---|--|
| In-House Instruments | |
| SNAP Pro Instrument | Included |
| Connectivity | \$0 |
| Wireless Router and Components | |
| Extended Maintenance and Support (Rolled In) | |
| SNAP Pro EMA | \$0 |
| Total Price[‡] | \$0.00 |
| | Due at Install[‡] \$0.00 |
| | [‡] taxes not included |

Congratulations on your participation in the following:

☒ All IDEXX Instruments include a one-year warranty ☒ SNAP Pro™ Agreement - Shelters

Accompanying Documents: SNAP Pro™ Agreement - Shelters, IDEXX North America Terms and Conditions, IDEXX Diagnostics - North America Extended Maintenance Agreement (EMA)

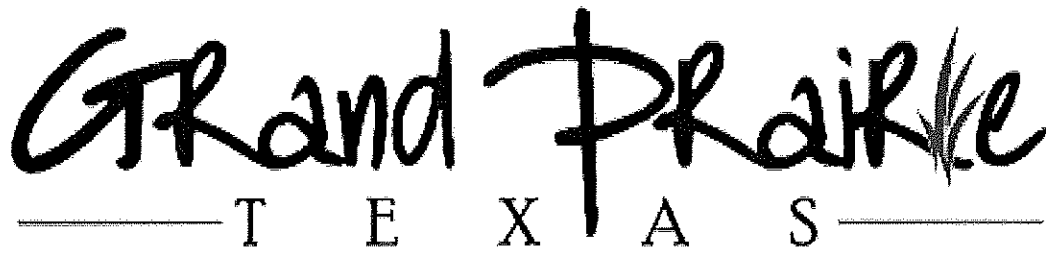
Upon acceptance by IDEXX, this Order Form and Sales Receipt is a binding agreement between the practice named above and IDEXX Distribution, Inc. on behalf of itself and its affiliates. By signing below, you acknowledge receipt of the Terms and Conditions of Sale ("T&C") and the documents referenced above that accompany this Order Form and Sales Receipt, and you agree to the terms stated above and in the T&C and the accompanying documents, and you represent that you are authorized to sign these documents on behalf of the practice, and that the doctor listed below holds a valid license to practice veterinary medicine at the location where the equipment will be used. These documents may be modified only by written agreement. Your order is subject to approval at IDEXX's home office. A facsimile or electronic version of your signature on this Order Form and Sales Receipt and any accompanying documents when received by us shall be binding upon you, for all purposes, as if originally signed.

| | | |
|--|---|--------------|
| _____ | IHD Install Date | |
| X Anna Dell, Deputy City Mgr. | X  | 12/30/14 |
| Principal's Name and Title * | Principal's Signature * | Today's Date |
| _____ | Doctor's Name | |

* Required fields

APPROVED AS TO FORM





Interoffice

MEMORANDUM

To: Angi Mize
From: Danielle Tate, Animal Services Manager
Nadia Reyes, Executive Assistant
Re: Buyer's Purchase Agreement for IDEXX Laboratories
Date: October 31, 2014

The city's Animal Services Division is currently using IDEXX SNAP tests to screen shelter animals for specific diseases such as *Dirofilaria immitis* (Heartworms), Parvovirus, Feline Leukemia and Feline Immunodeficiency Virus to increase the shelter's live release rate. Our Veterinary Technician, Jessica Smith, has used IDEXX SNAP tests and its competitors' tests and has found that the IDEXX SNAP tests are more sensitive and specific in detecting disease antigens and are less likely to produce false results. Numerous scientific publications have concluded the same results making IDEXX the leading company for small animal in-house diagnostics. Since our previous distributor, Butler Schein Animal Health, can no longer sell IDEXX products, we wish to continue to purchase IDEXX SNAPS tests through IDEXX Laboratories to ensure that the shelter animals are properly diagnosed.