

**MUTUAL COOPERATION AND SUPPORT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND PETS IN NEED**

This Mutual Cooperation and Support Agreement (the "**Agreement**") is entered into as of March 29, 2017 (the "**Effective Date**"), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (the "**CITY**") and PETS IN NEED a California public benefit nonprofit corporation ("**PIN**") (each, a "**Party**," and collectively, the "**Parties**"), in reference to the following facts and circumstances:

RECITALS

- A. The CITY provides animal care services through the Palo Alto Police Department at 3281 E. Bayshore Road, Palo Alto, CA 94301.
- B. PIN is a Section 501(c)(3) tax-exempt organization, founded in 1967 as an animal care organization to advance the no-kill movement, reduce pet homelessness and find every dog and cat a loving home. PIN operates a facility at 871 Fifth Ave, Redwood City, CA 94063.
- C. During the fiscal year 2013 budget hearings, the City Council directed CITY staff to reduce costs associated with animal care services. The City worked with Friends of Palo Alto Animal Shelter and Palo Alto Humane Society to explore various potential solutions. The CITY issued two Request for Proposals (RFP) seeking a private non-profit or regional entity to partner with the CITY on animal services. PIN responded to the RFP and was identified as the most suitable potential partner.
- D. On September 6, 2016 the City Council approved an initial non-binding term sheet and directed CITY staff to enter into exclusive negotiations with PIN for a contract to provide animal care services and to develop a plan for construction or rehabilitation of an animal shelter facility.
- E. To assist PIN to complete its due diligence and develop a conceptual plan for construction or rehabilitation of an Animal Shelter facility, a necessary and critical element of negotiations, the CITY will allocate up to \$50,000 to reimburse PIN for preparation of conceptual designs and floor plans for a new or rehabilitated facility.

AGREEMENT

NOW, THEREFORE, in consideration of Recitals A through E, which are made a substantive part of this Agreement, and the following mutual agreement, covenants, terms and conditions, the Parties agree:

SECTION 1. TERM; TERMINATION

- 1.1 The term of this Agreement commences as of the Effective Date (the "**Term**"), and

it will continue until this Agreement is terminated by a Party upon notice delivered to the other Party.

- 1.2 A Party may suspend or terminate this Agreement, with or without cause, by giving thirty (30) days' prior written notice to the other Party.

SECTION 2. PURPOSE OF AGREEMENT

- 2.1 The Parties have entered into this Agreement in furtherance of the goal of collaborating to reduce costs for animal care services to the CITY's General Fund and to establish a plan to build or rehabilitate a facility to serve the citizens of Palo Alto, Los Altos and Los Altos Hills with animal care services.

SECTION 3. RESPONSIBILITIES OF PIN

- 3.1 Conduct a reasonably thorough programmatic needs assessment to determine square footage needs by functional area and adjacencies including overall needs for services by assessing current and projected needs of the Palo Alto Animal Shelter using criteria and standards as set by the Association of Shelter Veterinarians and the California Health and Safety Code. This assessment will include space needs, functional relation and priorities for the project, with interior spaces and exterior spaces and other amenities as a component part and methods to support efficient on-site staffing. Space needs includes, but is not limited to, room requirements, size, function and space requirements.
- 3.2 Prepare a site analysis and design concepts to provide development and building costs for animal care services to serve the needs of Palo Alto, Los Altos, and Los Altos Hills.
- 3.3 Develop an initial plan for how PIN will raise private contributions to remodel or build a new shelter, in collaboration with CITY and community interest groups and individuals such as the Friends of Palo Alto Animal Shelter and Palo Alto Humane Society.
- 3.4 Collaborate on all communications with public, media, and stakeholders.
- 3.5 Prepare and submit documentation, to the reasonable satisfaction of CITY, for reimbursement of actually incurred costs. Respond to CITY's reasonable requests for information regarding costs and status of work efforts described in subsections 3.1 through 3.3.

SECTION 4. RESPONSIBILITIES OF CITY

- 4.1 Assist and support PIN on Section 3 responsibilities.
- 4.2 Provide up to \$50,000 to fund work described in subsections 3.1 through 3.3, above, including preparation of conceptual plans for construction or rehabilitation of an animal shelter facility. Funding to be provided on a reimbursement for actual

costs incurred basis, upon submission of invoices and documentation to the reasonable satisfaction of CITY. The CITY will process and pay to PIN the undisputed amount of invoices within thirty (30) days of receipt.

- 4.3 Provide access to the facility upon request and in coordination with operation of the animal shelter.
- 4.4 Provide relevant and existing plans of the existing facility and property occupied by the animal shelter and other plans or studies completed for animal care services.
- 4.5 Provide Animal Control Officers facility requirements during programmatic analysis phase as mentioned in Section 3.
- 4.6 Provide intake numbers and data of animals, by type of animal and length of stay, and surgeries by type over past three years.
- 4.7 Provide additional reasonable and relevant data and documents that would assist PIN in their conceptual design work for a new or rehabilitated facility.

SECTION 5. OWNERSHIP OF MATERIALS

- 5.1 All work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement (“Work Product”) shall be and remain the property of PIN. On request, PIN shall provide CITY with a copy of all Work Product developed under this Agreement. Neither PIN nor its contractors, if any, shall make any part of the Work Product available to any individual or organization without the prior written approval of the City Manager or designee.

SECTION 6. NOTICES

- 6.1 All notices hereunder shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:
Office of the City Manager
250 Hamilton Avenue
Palo Alto, CA 94301

To PIN:
Al Mollica, Executive Director
871 5th Avenue
Redwood City, CA 94063

SECTION 7. MISCELLANEOUS PROVISIONS

- 7.1 PIN will comply with all applicable federal, California and local laws, ordinances

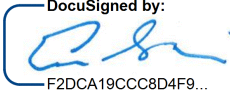
- 7.2 and directives insofar as those pertain to PIN performance under this Agreement. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and subcontractors of both parties.
- 7.3 Each Party will give personal attention to the faithful performance of this Agreement. The Agreement shall not be assigned.
- 7.4 PIN shall not, in the performance of this Agreement, discriminate in the employment of any person on the basis of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.
- 7.5 This Agreement is governed by the laws of the State of California.
- 7.6 PIN represents and warrants that it is a duly organized, validly existing nonprofit public benefit corporation in good standing under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF PALO ALTO

PETS IN NEED

 City Manager or Designee

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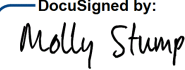
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By: _____

Executive Director

Its: _____

 City Attorney or Designee

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