

City of Piedmont
COUNCIL AGENDA REPORT

DATE: November 6, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Contract Amendment with the City of Berkeley for Animal Shelter Services

RECOMMENDATION

Approve a contract amendment adjusting the payment terms of the existing contract between the City of Piedmont and the City of Berkeley for animal shelter services with a total contract amount not to exceed \$196,572 through June 30, 2026.

BACKGROUND

The City of Piedmont does not operate its own animal shelter and, therefore, contracts with another agency to provide care and shelter for animals from within the City of Piedmont who need care by reason of accident, sickness or being lost, stray or abandoned. Historically, the agreement included costs associated for animal control services associated with the City of Emeryville who contracted with the City of Piedmont for animal control services. On July 7, 2023, the City provided a notice of termination to the City of Emeryville for animal control services due to ongoing staffing challenges. Because the calculated costs associated with the prior agreement were based on the combined percentage of live animals from the City of Piedmont and City of Emeryville, staff engaged the City of Berkeley to recalculate costs in a manner that reflects animals brought to the shelter only from the City of Piedmont.

Upon request by the City of Piedmont, the City of Berkeley performs the following services:

1. Shelter and feed animals brought to the Berkeley Animal Shelter from Piedmont.
2. Euthanize after legal holding and only as necessary, animals brought to the Berkeley Animal Shelter.
3. Accept animals brought to the Berkeley Animal Shelter by residents of Piedmont.
4. Quarantine animals, as necessary, for rabies observation for and on behalf of the City of Piedmont.

FISCAL IMPACT

The 2023-24 budgeted amount for animal shelter services is \$101,155 which is the amount agreed upon in the existing amendment. If the council approves the proposed amendment, the 2023-24 cost will be reduced to an amount not to exceed \$57,975. In 2024-25, the existing amendment provides for an amount not to exceed \$114,689. The 2024-25 proposed amendment provides for an amount not to exceed \$65,222. The existing amendment ends after fiscal year 2024-25. The proposed amendment extends services through fiscal year 2025-26 at an amount not to exceed \$73,375.

Costs associated with the proposed amendment were established by calculating the 8-year average of animals from Piedmont and the total days Piedmont animals spent at the shelter. The animals from Piedmont accounted for 65% of the Piedmont/Emeryville animal total. The first-year proposed amount was calculated at 65% of the 2022-23 amount in the current agreement (\$88,014) and did not include an estimated increase in veterinary care costs or CPI. The following two years, 2024-25 and 2025-26 do include increases for estimated veterinary care costs and CPI.

By: Jeremy Bowers, Chief of Police

Attachment:

1. Contract Amendment for Animal Shelter Services Agreement between the City of Berkeley and the City of Piedmont

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on June 30, 2020, between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and the City of Piedmont ("Contractor"), a Charter City doing business at 120 Vista Avenue, Piedmont CA 94611.

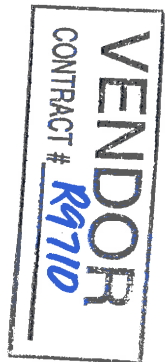
WHEREAS, City and Contractor previously entered into Contract Number R9710 dated July 1, 2014 which Contract was authorized by the City of Berkeley City Council by Resolution No. 86-14, and

WHEREAS, on ~~7/22/20~~^{6/9/20}, by Resolution No. ~~69,506 N.S.~~^{69,506 N.S.}, the Berkeley City Council authorized amendment to said Contract as set forth below and

WHEREAS, both parties agree to amend Exhibit B to incorporate pricing for various urgent projects,

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Exhibit B to the Contract shall be replaced with Exhibit B attached hereto and incorporated herein.
2. Section 3(a) to the contract shall be amended to read as follows in its entirety:
"This Contract Amendment shall begin on July 1, 2014 and end on June 30, 2025.
The City Manager of the City of Berkeley may extend the term of this contract by giving written notice to the City of Piedmont at least 90 days before the end of the term ending June 30, 2025.
3. This Amendment to Contract shall be deemed to have an effective date of June 30, 2020, notwithstanding the execution of this Amendment to Contract by any party after such date. Any termination of the Contract dated July 1, 2014 that would occur by its own terms is hereby revoked and, except as expressly modified by this



Amendment, the Contract dated July 1, 2014 shall be, and hereby is, reinstated in its entirety and all of its terms shall be in full force and effect as if the same had never been terminated, except as modified herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By: 
City Manager

Registered on behalf
of the City Auditor by:


Finance Department

Attest by:

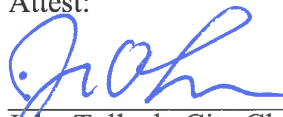

DER City Clerk

CONTRACTOR

CONTRACTOR
CITY OF PIEDMONT

By: 
Robert McBain, Mayor

Attest:


John Tulloch, City Clerk

Approved as to Form by:


Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney

**EXHIBIT B
PAYMENT**

For services referred to in Exhibit A, Scope of Services, the City of Piedmont shall pay the City of Berkeley for all services rendered under the agreement:

(1) for fiscal year 2014-2015, fiscal year 2015-2016 & fiscal year 2016-2017 the total of \$44,366 for a total amount not to exceed \$133,098.45;

(2) \$49,364 for fiscal year 2017-2018, \$50,855 for fiscal year 2018-2019 & \$52,370 for fiscal year 2019-2020 for a total amount not to exceed \$152,578;

(3) for Fiscal Year 2020-2021, the amount of \$62,870;

(4) for Fiscal Year 2021-2022, the amount of \$73,370 plus the CPI Adjustment, as defined herein, with a total not to exceed \$75,256;

(5) for Fiscal Year 2022-2023, the amount to be paid in Fiscal Year 2021-22, plus \$10,500 plus the CPI Adjustment, as defined herein, with a total not to exceed \$88,014.

(6) for Fiscal Year 2023-2024, the amount to be paid in Fiscal Year 2022-23, plus \$10,500 plus the CPI Adjustment, as defined herein, with a total not to exceed \$101,155.

(7) for Fiscal Year 2024-2025, the amount to be paid in Fiscal Year 2023-2024, plus \$10,500 plus the CPI Adjustment, as defined herein, with a total not to exceed \$114,689.

For the purposes of the foregoing, the "CPI Adjustment" shall be defined as an adjustment on an annual basis, to take effect July 1, and determined by the seasonally-adjusted 12-month percent change in the consumer price index as set forth in the Consumer Price Index for All Urban Consumers (CPI-U) maintained by the Bureau of Labor Statistics for the San Francisco-Oakland-Hayward, CA region and published by the United States Department of Labor on its website, for the preceding calendar year period from January to December. If publication of the CPI-U ceases, or if the CPI-U otherwise becomes unavailable or is altered in a way as to

be unusable, the parties will agree on the use of an appropriate substitute index published by the Bureau or any successor agency. The CPI Adjustment shall not exceed three percent in any year.

Notwithstanding the foregoing, the total fees paid by Contractor to the City of Berkeley for the five-year period July 1, 2020 through June 30, 2025 shall not exceed \$441,984.