



Office of the City Manager

CONSENT CALENDAR  
November 28, 2023

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Peter Radu, Assistant to the City Manager  
 Subject: Contract No. R9704 Amendment: City of Albany for Animal Services

RECOMMENDATION

Adopt a resolution authorizing the City Manager to amend an existing contract number R9704 and any amendments with the City of Albany to provide certain animal care services for which the City of Albany will pay the City of Berkeley \$291,019 for services performed from FY2024 through FY2026, for a new not to exceed amount of \$945,512.

FISCAL IMPACTS OF RECOMMENDATION

The FY2023 budget currently reflects revenues of \$88,445 from the City of Albany for animal care services. The City of Berkeley 's estimated cost of providing shelter operations and field service for the City of Albany for FY2024 is \$88,445, FY2025 is FY2024 rate plus \$5,000 plus the 5-year CPI average of 3.7% for a total of \$96,902, and FY2026 is FY2025 rate plus \$5,000 plus the 5-year CPI average of 3.7% for a total of \$105,672, for a total NTE of \$291,019 for the three year period, and for a new NTE total contract amount of \$945,512. The City of Albany will reimburse the City of Berkeley for these additional estimate costs, and revenues will be deposited into the General Fund account (010-0704-345-4206).

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley has provided certain animal care services to the City of Albany for many years. The current contract between the City of Berkeley and the City of Albany expires on 12/31/2023, which now gives the City an opportunity to renegotiate the terms of the contract to cover the additional estimated costs.

Upon request by the Albany Police Department, the City of Berkeley performs the following services:

1. Quarantine biting animals.
2. Hearing for vicious and dangerous dogs
3. Impound stray domestic animals, at large or confined.
4. Rescue and seek veterinary treatment for injured animals.
5. Collect and dispose of deceased animals.

6. Investigate, quarantine and report upon vicious animals endangering the public or causing a traffic hazard.
7. Ensuring that a dog or cat that is not sprayed or neutered that is impounded shall be sprayed or neutered at the owner/guardian's expense before being returned to the owner or/guardian, per the provisions of Albany Municipal Code Section 10-4.6, and that the City Administrator designates City of Berkeley Animal Control Supervisor as the Hearing Officer per AMC Section 10-4.6(D).

The City of Berkeley also provides the following shelter services to impounded City of Albany animals:

1. Veterinary attention when deemed necessary by the City of Berkeley.
2. The orderly and humane administration of euthanasia of animals not adopted, redeemed or otherwise transferred from the custody of the Berkeley animal shelter.
3. The disposal of deceased animals.

The City of Berkeley is responsible for maintaining current and accurate records of all animals received in or from the City of Albany.

#### BACKGROUND

The city of Albany does not have its own Animal Shelter nor does it employ Animal Control Officers and therefore requires assistance in providing care and shelter for small animals within its City that are in need by reason of accident, sickness or being lost, stray or abandoned. In 2022, the City of Berkeley Animal Care Services handled 1562 live animals 4% of these animals came from Albany. That same year, 189 dead animals were collected for disposal 4% were from Albany. Berkeley Animal Care Officers spend approximately 14 hours each week working for Albany, and the manager investigates and holds hearings for potentially vicious and dangerous dogs from Albany.

#### RATIONALE FOR RECOMMENDATION

The City of Berkeley is well equipped to and capable of providing the services outlined above for the City of Albany.

#### ALTERNATIVE ACTIONS CONSIDERED

None

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

#### CONTACT PERSON

Michael St. Pierre, Animal Care Services Manager, 510-981-6603.

Attachments:

1. Resolution
2. Amendment to Contract

RESOLUTION NO. ##,###-N.S.

AUTHORIZING THE CITY MANAGER TO AMEND EXISTING CONTRAT NO. R9704 AND ANY AMMENDMENTS WITH THE CITY OF ALBANY FOR ANIMAL CARE SERVICES FOR FY2024-FY2026 IN THE AMOUNT OF \$291,019, FOR A NEW NOT TO EXCEED (NTE) TOTAL CONTRACT AMOUNT OF \$945,512.

WHEREAS, The City of Albany requires field services and law enforcement for animal matters in their jurisdiction: and

WHEREAS, The City of Albany requires assistance in providing care and shelter for small animals within its City that are in need by reason of accident, sickness or being lost, stray or abandoned: and

WHEREAS, The City of Berkeley is well equipped to and capable of providing these services to the City of Albany.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to amend Contract No. R9704 and execute any necessary amendments thereafter with the City of Albany for animal care services for FY2024-FY2026 in the amount of \$291,019, for a new Not to Exceed (NTE) total contract amount of \$945,512.

ATTACHMENT 2

Contract# R9704 (ERMA# 42100009)

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on July 1, 2023 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and the City of Albany ("Contractor") a Charter City, doing business at 1000 San Pablo Avenue, Albany CA 94706.

WHEREAS, City and Contractor previously entered into Contract Number R9704 (ERMA# 42100009), dated July 1, 2014, which Contract was authorized by the Berkeley City Council and the City Manager of the City of Berkeley.

WHEREAS, on July 1, 2017, both parties agree to amend Exhibit B to incorporate pricing for various urgent projects, by Contract Amendment Number A3IWC, by the Berkeley City Council by Resolution No. 67,987-N.S., and

WHEREAS, on July 1, 2020, both parties agree to amend Exhibit B to incorporate pricing for various urgent projects, by Contract Amendment Number R9704A, by the Berkeley City Council by Resolution No. 69,423-N.S., and

WHEREAS, on May 25, 2023, the City Manager of the City of Berkeley written an extensions letter to extend the term of the contract from June 30, 2023 to December 31, 2023

WHEREAS, on November 28, 2023, by Resolution No.-----N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

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

1. Section 2 is amended to read as follows:

PAYMENT

For services referred to in Exhibit A, Scope of Services. The City of Albany shall pay the City of Berkeley for all services rendered under the agreement and additional amount of \$88,445 for FY 2024, for FY2025 is FY2024 rate plus \$5,000 plus the 5-year CPI average of 3.7% for a total of \$96,902, and for FY2026 is FY2025 rate plus \$5,000 plus the 5-year CPI average of 3.7% for a total of \$105,672, for a total NTE of \$291,019 for the three year period, and for a new NTE total contract amount of \$945,512, regardless of fees and charges of any kind, which the City of Berkeley receives pursuant to the aforementioned schedule for animal shelter services.

2. Section 3.a. is amended to read as follows:

TERM

This Contract shall begin on July 1, 2023 and end on June 30, 2026. The City Manager of the City of Berkeley may extend the term of this Contract by giving written notice.

3. Further, this Contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
  - i. The City's computer-network health and performance tools;
  - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

In all other respects, the Contract dated July 1, 2014 shall remain in full force and effect.

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

THIS CONTRACT HAS BEEN  
APPROVED AS TO FORM BY  
THE CITY ATTORNEY FOR  
THE CITY OF BERKELEY  
02/2022

Registered on behalf of the City Auditor by:

\_\_\_\_\_  
Finance Department

Attest:

\_\_\_\_\_  
Deputy City Clerk

CONTRACTOR

\_\_\_\_\_  
Name (Printed)

By \_\_\_\_\_  
Signature and Title



**EXHIBIT B**

PAYMENT

**GENERAL:** Contract Amendment is \$288,978 for services between FY2024 and FY2026, for a new Not to Exceed (NTE) total contract amount of \$945,512.

**BILLING:** The City of Berkeley shall invoice the City of Albany by July 31<sup>st</sup> of each calendar year and the invoice shall be due and payable to the City of Berkeley by August 31<sup>st</sup> of each calendar year.

**INVOICES:** The City of Berkeley shall email invoices to [cityclerk@albanyca.org](mailto:cityclerk@albanyca.org) and cc' [mstpierre@berkeleyca.gov](mailto:mstpierre@berkeleyca.gov) and mail invoices to the address mentioned below by reference contract number R9704.

City of Albany  
Attn: Jon Clowes  
1000 San Pablo Avenue  
Albany, CA 94706  
Email: [cityclerk@albanyca.org](mailto:cityclerk@albanyca.org)  
Phone: 510-528-5710

**PAYMENTS:** The City of Albany shall make payment to the City of Berkeley by August 31<sup>st</sup> of each calendar year.

**City of Albany  
Proposed Budget Request  
FY2024-FY2026**

City of Berkeley Animal Care Services  
Shelter Operations Costs and Field Services per year

Animal Services Assistants (2 + benefits)	\$263,595		
Animal Food	\$21,769.30		
Vet Fees	\$254,040.18		
Miscellaneous Supplies	\$59,835.44		
	\$599,239.92	x 4%	= \$23,969.60

Dead Disposal	\$20,400	x 4%	= \$816
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**Overhead**

Clerk Salary (1 +benefits)	\$140,073		
Water	\$24,920.52		
Gas/Electricity	\$52,100		
Facilities maintenance	\$57,622.41		
Refuse	\$9,000		
	\$283,715.93	x 4%	= \$11,348.64

**Field Services**

Vehicle Replacement	\$23,873.40		
Truck Fuel & Maintenance	\$23,643		
Field Supplies	\$8,258.18		
	\$55,774.18	x 6%	= \$3,346.45

Animal Control Officer @ \$67.34 x 14 hrs/wk x52	= \$49,023.52
Manager as hearing officer for V&D dogs @ \$132.22 x 0 hrs	= \$0
	= \$88,504.21

<b>TOTAL FY2024</b>	<b>= \$88,445</b>
<b>TOTAL FY2025</b>	<b>= \$96,902</b>
<b>TOTAL FY2026</b>	<b>= \$105,672</b>
<b>TOTAL FY2024 - FY2026</b>	<b>= \$291,019</b>