

RESOLUTION NO. 19-46

Resolution of The City Council of The City of Emeryville Authorizing The City Manager To Execute the First Amendment to the Animal Control Services Agreement With the City of Piedmont to Reinstate the Agreement For The Provision Of Animal Control Services For An Amount Not To Exceed \$102,033.13 Per Year For Fiscal Year 2018-19 and To Extend Animal Control Services For Fiscal Year 2019-20 In An Amount Not To Exceed \$106,594.13

WHEREAS, California law requires that cities provide certain services for the prompt humane care of injured animals; and

WHEREAS, the welfare of persons in Emeryville requires the control of animals at large; and

WHEREAS, the Piedmont Police Department operates a program of animal control; and

WHEREAS, the City of Emeryville has determined that Piedmont is the most suitable agency to assist in animal control services, and Piedmont is willing to provide such services; and

WHEREAS, the City Council adopted Resolution No. 16-86 authorizing the City Manager to enter into an agreement with the City of Piedmont for the provision of animal control services ("Agreement"); and

WHEREAS, the City of Emeryville desires to continue to have the City of Piedmont provide animal control services; be it therefore

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute the First Amendment to the Agreement with the City of Piedmont in the form attached hereto as Exhibit A for the provision of animal control services and for the amount not to exceed \$102,033.13 for FY18/19 and \$106,594.13 for FY19/20

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, May 7, 2019, by the following vote:

AYES:	5	Mayor Medina, Vice Mayor Patz, and Council Member Bauters, Donahue, and Patz
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

ATTEST:


CITY CLERK


MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY



FIRST AMENDMENT TO ANIMAL CONTROL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ANIMAL CONTROL SERVICES AGREEMENT ("**First Amendment**"), is made and entered into this _____ day of _____, 2019, by and between the CITY OF EMERYVILLE, a municipal corporation ("**Emeryville**") and the CITY OF PIEDMONT, a municipal corporation ("**Piedmont**"), collectively referred to herein as the "**Parties**."

RECITALS

A. The Parties entered into that certain Animal Control Services Agreement, commencing July 1, 2016 ("**Services Agreement**") pursuant to which Piedmont agreed to provide certain animal control services to Emeryville.

B. The Services Agreement provided that it would terminate in accordance on June 30, 2018, unless the Parties extended the termination date of the Services Agreement by execution of a written amendment. The Parties did not execute an amendment to extend the term, causing the Services Agreement to terminate in accordance with its terms.

C. Notwithstanding the termination of the Services Agreement, Piedmont continued to provide the services set forth in the Services Agreement pursuant to the terms therein, and such services were both requested and accepted by Emeryville.

D. The Parties now mutually desire to reinstate the Services Agreement, and amend the Services Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. REINSTATEMENT OF SERVICES; EFFECTIVE DATE

This First Amendment shall be deemed to have an effective date of June 30, 2018. The termination of the Services Agreement is hereby revoked and, except as expressly modified by this First Amendment, the Services Agreement 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.

2. AMENDMENT OF SECTION II – PAYMENT OF SERVICES AGREEMENT

Section II of the Services Agreement is hereby amended to read in its entirety as follows:

II. PAYMENT

For the services described in Section I above during the period between July 1, 2016, and June 30, 2018, Emeryville shall pay Piedmont the annual total amount of Ninety-Three

Thousand Four Hundred Twenty-One and 00/100 Dollars (\$93,421.00) per year, payable in one installment, due and payable on March 1 of each year.

For services described in Section I above during the period between July 1, 2018 and June 30, 2019, Emeryville shall pay Piedmont one-hundred two thousand, thirty-three dollars and thirteen cents (\$102,033.13), payable in one installment, due and payable within 30 days of the execution of this Agreement.

Thereafter, for the provision of services described in Section I above, for each annual period commencing on July 1 and ending on June 30 of the subsequent year, Emeryville shall pay Piedmont one installment due and payable on March 1 of such annual period, a payment to be calculated as follows:

A. The City of Piedmont contracts with the City of Berkeley for use of the City of Berkeley Animal Shelter for shelter purposes under this Agreement. The City of Emeryville shall pay for one half of the contract cost for the City of Berkeley Animal Shelter, at the contract rate in effect on March 1 of the annual term; and

B. One half of the actual wages and benefits paid by Piedmont for animal control officers, at the salary and benefits level in effect on March 1 of the annual term.

Upon request, Piedmont shall prepare an invoice to Emeryville setting forth the payment amount and method of calculation.

3. AMENDMENT OF SECTION V – TERM OF SERVICES AGREEMENT

Section V, subsection A. of the Services Agreement is hereby amended to read in its entirety as follows:

V. TERM

A. The initial term for this Agreement commenced on July 1, 2016, and as subsequently amended, the term of this Agreement extends through June 30, 2020. Thereafter, unless terminated by the parties in accordance with the provisions of this Agreement, this Agreement shall automatically renew for subsequent one-year terms beginning on July 1, 2020.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For: **CITY OF EMERYVILLE**, a California
municipal corporation

CITY OF PIEDMONT, a California
municipal corporation

Christine Daniel,
City Manager

Robert McBain,
Mayor

Approved as to Form:



For Michael Guina,
City Attorney

Approved as to Form:

Michelle Marchetta Kenyon, City
Attorney
Sergio Rudin, Asst. City Attorney

Attest:

Sheri Hartz,
City Clerk

Attest:

John O. Tulloch,
City Clerk