



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/9/2023

File ID: TMP-2511

Department: Landscape Management

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 1000-52-52100-515370-00000000

City Cost Amount: Up to \$7,500.00

Total Cost: Up to \$7,500.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS), on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).” consisting of two (2) pages, and the date of February 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 9th day of February, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 9th day of February, 2023.

Mayor of the City of
Huntsville, Alabama

WS Agreement Number: _____ -RA
WBS: _____

COOPERATIVE SERVICE AGREEMENT
between
CITY OF HUNTSVILLE and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment upon receipt of quarterly bill to "USDA, APHIS" in the amount of \$7,500.00.
2. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective February 10, 2023 and shall continue until January 31, 2024. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 63-60011296

APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

Tommy Battle John Meredith
City of Huntsville City of Council President
308 Fountain Circle
Huntsville, AL 35801

APHIS-WS State Office/signer, Address

Kenneth Gruver
USDA-APHIS-Wildlife Services
6155 Heath Road
Auburn, AL 36830

Cooperator's Signature

Date

Tommy Battle, Mayor

APHIS-WS State Director's Signature

Date

John Meredith

Date

City Council President

WS Agreement Number: _____ -RA
WBS: _____

WORK PLAN

Wildlife Species: Coyote, geese, beaver, etc.

Description of Damage: Various damages

Location: City of Huntsville

Services Provided: Harassment, Trap and Remove, etc.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$5,130.00
Travel		
Vehicles		\$400.00
Other Services		
Supplies and Materials		
Equipment		\$368.55
Subtotal (Direct Charges)		\$5,898.55
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$648.84
Indirect Costs	16.15%	\$952.61
Aviation Flat Rate Collection		
Agreement Total		\$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$7,500.00		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Mr. Brian Walker
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801
(256) 427-5159
Brian.walker@huntsvilleal.gov

APHIS-WS State Office Name, Address, Phone Number, Email

Leif Stephens
Assistant State Director
USDA APHIS WS
6155 Heath Road
Auburn, AL 36830
Cell: 334-844-8029
Email: leif.r.stephens@usda.gov