



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025

File ID: TMP-5850

Department: Animal Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Huntsville and The U.S. Army Garrison - Redstone Arsenal for Stray Animal Control.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute a Memorandum of Understanding, by and between the City of Huntsville, an Alabama municipal corporation, and The US Army Garrison-Redstone Arsenal, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Memorandum of Understanding between the City of Huntsville and The US Army Garrison-Redstone Arsenal for Stray Animal Control." consisting of four (4) pages, and the effective date of August 14, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTSVILLE (COH)
AND
THE US ARMY GARRISON – REDSTONE ARSENAL (USAG – RSA)
FOR
STRAY ANIMAL CONTROL
IM-W98RX-25-003-MOU

Subject. This is a Memorandum of Understanding (MOU) between the COH and the USAG – RSA. When referred to collectively, the COH and the USAG – RSA are referred to as the “Agencies”.

1. BACKGROUND: Stray animals on military installations can affect the health and welfare of personnel, their pets, and wildlife populations. This agreement sets forth the measures necessary to enable the COH to willingly accept stray animals found on Redstone Arsenal (RSA). This Memorandum of Understanding will:

- a. Provide for the management and population control of stray animals on RSA.
- b. Prevent the accumulation of fecal material from stray animals in and around buildings, parking lots, and practice fields. Fecal bacteria can be tracked into homes and offices and enter rivers and streams, affecting health and surface water quality.
- c. Reduce the occurrence of fleas, ticks, and other disease vectors or ectoparasite infestations that may result from stray animals.

2. REFERENCES:

- a. USAG – RSA Integrated Pest Management Plan (2025 draft publication)
- b. USAG – RSA Stray Animal Policy (2025 draft publication)

3. PURPOSE: The purpose of this MOU is to provide an agreement that clearly identifies the partnership established between the COH and USAG – RSA for control of stray animals on the Installation. The COH will not be held responsible for any duties relating to the stray animal except for its housing, releasing, adoption, and/or euthanasia in accordance with COH Animal Services policies. There will not be a transfer of funds between the two Agencies; instead, an agreement stating that the COH will accept stray animals from the USAG – RSA.

4. UNDERSTANDING THE AGENCIES:

- a. The USAG – RSA will –
 - (1) Perform the capture/handling of stray animals on the Installation and transport

them to the COH Animal Shelter.

(a) Installation Third-Party Contractor will respond to service calls for the capturing/handling of stray animals on the Installation in accordance with the current contract.

(b) Installation Contractor will administer payment per COH Animal Shelter's animal fee schedule upon drop off.

(c) Notify the City of the identity of the Third-Party Contractor including notification if a new contractor will perform the duties set forth in section 5.1.

b. The COH will –

(1) Accept all stray animals at the COH Animal Shelter when dropped off by the Government Contractor.

The COH Animal Shelter will obtain jurisdiction of the stray animal once it has been dropped off and will be allowed to adhere to their own guidelines.

(2) House the stray animals until they have been released, adopted, or euthanized, if necessary, in accordance with the COH Animal Shelter's requirements/guidelines/expiration dates.

(3) The COH Animal Shelter will secure payment of the stray animal from the Government Contractor based on the animal fee schedule at the date of service.

c. Both Agencies will –

Ensure that the life, health, and safety of all stray animals found on RSA is held in high regard.

5. DEFINITIONS (for the purpose of this MOU):

a. Pet. Any domesticated animal kept as part of a household, including Emotional Support Animals, but not Military Working and Service Animals, as defined in the Americans with Disabilities Act.

b. Stray Animal. An uncontrolled pet (dog, cat, etc.).

6. PERSONNEL: Each Agency is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable to the agreement. Each Agency is responsible for supervision and management of its personnel.

7. GENERAL PROVISIONS:

a. POINT OF CONTACT: The following point on contact (POC) will be used by the Agencies to communicate in the implementation of this MOU. Each Agency may change its POC upon reasonable notice to the other Agency. All correspondence and notice to be given pursuant to this MOU will be addressed as follows:

(1) COH -

City Administrator, John S. Hamilton, 256-427-5009, john.hamilton@huntsvilleal.gov

(2) USAG – RSA –

(a) Garrison Commander, COL Erin N. Eike, 256-876-8861,
erin.n.eike.mil@army.mil

(b) Director of Public Works, Joey B. Skinner, 256-876-3516,
joey.b.skinner.civ@army.mil

b. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, as applicable, to

(1) COH: 305 Fountain Circle, Huntsville, AL 35801

(2) USAG – RSA: 4488 Martin Road [AMIM-REP], Redstone Arsenal, AL 35898

c. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources.

d. REVIEW OF UNDERSTANDING: This MOU will be reviewed on or around the anniversary of its effective date at mid-point in its entirety.

e. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

f. DISPUTES: Any disputes relating to the MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and Army Regulation (AR) 5-9.

g. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Agency.

h. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Agencies.

i. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU

embodies the entire understanding between the Agencies regarding the MOU's subject matter; thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

j. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Agency signs.

k. **EXPIRATION DATE:** This MOU expires 10 years from the effective date.

l. **CANCELLATION OF MODIFICATION:** No previous MOU is being modified or canceled. This MOU holds true from the effective date to the expiration date.

m. **NO THIRD AGENCY BENEFICIARIES.** Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

n. **SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

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Tommy Battle
Mayor

ERIN N. EIKE
COL, SC
Commanding

August 14, 2025

30 July 2025

(Date)

(Date)