ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Landscape Management** Council Meeting Date: **2/12/2015**

Department Contact: **Joy H. McKee** Phone # **256-427-5048**

Contract or Agreement: **Cooperative Service Agreement between City of Huntsville and the United Stat...**

Document Name: **Cooperative Service Agreement between City of Huntsville and USDA**

City Obligation Amount: **$7500.00**

Total Project Budget: **$7500.00**

Uncommitted Account Balance:

Account Number: 01-7100-0510-5202

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Brian R. Walker	1-26-15
2) Legal	Mary C. Cates	2-3-15
3) Finance CC	[illegible]	2/4
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 12, 2015

Action Requested By: Landscape Management

Agenda Type: Resolution

Subject Matter:

Cooperative Service Agreement between City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service(APHIS) Wildlife Services (WS)

Exact Wording for the Agenda:

Cooperative Service Agreement between City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service(APHIS) Wildlife Services (WS)

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Wildlife Services to help prevent timber damage, flooding, and other wildlife nuisance species as requested.

Associated Cost: $7500.00

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Jay Hmcke

Date: 2-5-15

RESOLUTION NO. 15-_____

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 the United States Department of Agriculture Animal and Plant ealth Inspection Service(APHIS) Wildlife Services (WS)," consisting of two (2) pages, and the date of February 12, 2014, 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 12th day of February, 2015.

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

APPROVED this the 12th day of February, 2015.

_____
Mayor of the City of
Huntsville, Alabama

WS-ER (9-13)

Agreement No.: 1472018025
WBS Element: 4XWSER0101REIMBURRX01720070

COOPERATIVE SERVICE AGREEMENT

Between

City of Huntsville

and the

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 Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), 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. APHIS WS will provide the requested wildlife damage management services.
2. The COOPERATOR will provide the U.S. Department of Agriculture the sum of $7500 to cover the costs as outlined in the Financial Plan.
   Payment will be made by check **payable to "U.S. Department of Agriculture"** by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. 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.
6. Cooperator certifies that APHIS WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such action are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental 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.

ARTICLE 4

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

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective 9/2, 2014 and shall continue in effect until the completion or termination of the project. 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 provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: _____

COOPERATOR Name and Address

_____
_____
_____

USDA-APHIS-Wildlife Services
602 Duncan Drive, Auburn University, AL 36849

_____
Cooperator's Signature Date

_____
Ken Gruver, State Director Date

WS Originator: Gary Cooper

WORK PLAN

Wildlife Species:
Beaver and other wildlife nuisance species as requested

Description of Damage:
Timber damage and flooding

Location:

Services Provided:

☐ Rural Area ☐ Urban Area

FINANCIAL PLAN

Personnel Costs	$
Travel	$
Vehicle Fuel	$
Supplies	$
Equipment	$
Services	$
Subtotal (Direct Costs)	$ 5,898.00
Pooled Job Costs	$ 649.00
Indirect Costs	$ 953.00
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

Cooperator: _____ _____
Phone

APHIS, WS: **Juanita Crawford** **334-844-8078**