



Special Meeting
6:00 p.m., Monday, Aug. 17, 2026
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

STUDY SESSION AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Agreement with USDA**
- 5. Other Business**
- 6. Public Comment**
- 7. Council Comment**
- 8. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: August 17, 2026	Item Number 4
Submitted by: David Murphy, City Manager		
Agenda Topic: Deer Management		
Proposed Motion: Move to adopt agreement with Farmington Hills and the USDA for deer management within the City of Farmington and authorize the City Manager to sign written agreements subject to the City Attorney's final review of Agreements as it relates to Deer Management.		
Background: Regarding Deer Management within the City of Farmington: • City of Farmington along with Farmington Hills will contract with USDA for deer management within the City of Farmington, and Farmington Hills • On an annual basis: ○ Deer management will be included in the City Budget ○ Harvested deer from deer management efforts will be given to local food banks ○ Deer population and deer impacts data will be collected through habitat observations, deer vehicle crashes, deer carcass pick-up, resident feedback and annual harvest amounts • The City of Farmington will continue to be an active member of the Southeast Michigan Urban Deer Coalition, and collaborate with Farmington Hills, the City of Southfield and organizations to implement effective deer management strategies in urban and suburban communities • Deer management has been incorporated into the City Parks and Recreation Master Plan		
Materials: Proposed agreement		

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Farmington Hills

Bryan Farmer

31555 Eleven Mile Rd

Farmington Hills, MI 48336

(248) 871-2510

bfarmer@fhgov.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
APHIS-WS Assistant State Director:
Earl Krom
2803 Jolly Rd, Suite 100
Okemos, MI 48864
(517) 336-1928
earl.g.krom@usda.gov
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.
4. To invoice Cooperator for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

Select billing frequency: Monthly or Quarterly

(Quarterly billing will be default)

ARTICLE 6 – CONTINGENCY STATEMENT

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 may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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 9 – LAWS AND REGULATIONS

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.

ARTICLE 10 – LIABILITY

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 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on October 1, 2026 and shall continue through September 30, 2029, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

WORK PLAN

In accordance with the Cooperative Service Agreement between the City of Farmington Hills and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies, private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices, habitats, and behavioral modifications to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Plan of Action

Wildlife Services (WS), at the request of the City of Farmington Hills, will coordinate with the Michigan Department of Natural Resources (DNR) to recommend annual harvest goals, lead organized hunts, and remove white-tailed deer under DNR-issued permits. Removal operations may but are not limited to the use of suppressed firearms from vehicles, ground blinds, and elevated stands, as well as baiting activities. WS will field-dress deer and transport carcasses to a local processor for donation to charity.

WS will work with private property owners to identify safe and suitable management locations, conduct annual vegetation surveys, and perform annual drone or camera surveys within community focus areas. WS will respond to and document resident emails and phone calls regarding wildlife concerns.

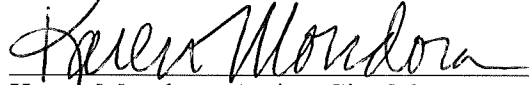
In partnership with the Michigan DNR, WS will develop and recommend educational resources for communities and provide presentations to city leadership as needed, including assisting city representatives during public meetings. WS will provide an annual wildlife management report and support other wildlife-related concerns upon request.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 38-6006902

APHIS-WS's Tax ID: 41-0696271

CITY OF FARMINGTON HILLS



Karen Mondora, Acting City Manager



Date

CITY OF FARMINGTON

David Murphy, City Manager

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Keith P. Wehner, Eastern Regional Director
USDA, APHIS, WS

Date

Prepared by (APHIS-WS employee): Madrigal

For Internal Use: ROWE-monthly or quarterly (billable)

FINANCIAL PLAN FY27

Cost Element		Full Cost
Personnel Compensation		\$50,229.14
Travel		
Vehicles		\$3,125
Other Services		
Supplies and Materials		\$2,500
Equipment		\$3,125
Subtotal (Direct Charges)		\$58,979.14
Pooled Job Costs	11.00%	\$6,487.71
Indirect Costs	16.15%	\$9,525.13
Aviation Flat Rate Collection		
Agreement Total		\$74,991.98
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$74,991.98		

FINANCIAL PLAN FY28

Cost Element		Full Cost
Personnel Compensation		\$50,229.14
Travel		
Vehicles		\$3,125
Other Services		
Supplies and Materials		\$2,500
Equipment		\$3,125
Subtotal (Direct Charges)		\$58,979.14
Pooled Job Costs	11.00%	\$6,487.71
Indirect Costs	16.15%	\$9,525.13
Aviation Flat Rate Collection		
Agreement Total		\$74,991.98
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$74,991.98		

FINANCIAL PLAN FY29

Cost Element		Full Cost
Personnel Compensation		\$50,229.14
Travel		
Vehicles		\$3,125
Other Services		
Supplies and Materials		\$2,500
Equipment		\$3,125
Subtotal (Direct Charges)		\$58,979.14
Pooled Job Costs	11.00%	\$6,487.71
Indirect Costs	16.15%	\$9,525.13
Aviation Flat Rate Collection		
Agreement Total		\$74,991.98
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$74,991.98		

The distribution of the budgets from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$224,975.94 over the course of three fiscal years.

Cooperator Financial Point of Contact:

Bryan Farmer, Deputy Director

31555 Eleven Mile Rd

Farmington Hills, MI 48336

(248) 473-1805

bfarmer@fhgov.com

APHIS-WS State Office Financial Point of Contact:

Teresa Stewart, Budget Technician

2803 Jolly Rd, Suite 100

Okemos, MI 48864

(517) 318-3460

teresa.stewart2@usda.gov