

Cibola NWR Unit 1 Cooperative Agricultural Opportunity

SPECIAL CONDITIONS

- All farm fields will be managed on a 4-5 year crop rotation with 3-4 growing seasons of alfalfa or other approved crop, followed by one season of forage/weed control crop; non-alfalfa crop selection will be determined in consultation with Refuge staff and approved by the Refuge Manager.
- The Refuge Manager may specify seed varieties to be planted, and cooperator shall plant, irrigate, cultivate and fertilize the crop using normal farming practices. Forage crops shall be planted by July 25th annually (corn only). Alfalfa shall be planted by October 30th. These dates are subject to minor changes due to weather conditions and may be altered if acceptable to the Refuge Manager.
- Cooperator will not begin field operations until February 15th and will cease field operations by November 15th annually due to various hunt seasons, unless approved by the Refuge Manager. Cooperator will cease field operations from August 30th-Sept15th due to the dove hunt. Cooperator is authorized to perform farm related maintenance to ensure investments providing that no negative impacts occur to wildlife or wildlife habitat. Field operation dates may be altered based upon weather conditions if approved by the Refuge Manager.
- The last crop will be left in the field for wintering waterfowl.
- Genetically modified organisms (GMOs) and neonicotinoid pesticides (including seed coatings) are prohibited.
- The Cooperator will furnish seed, fertilizer, labor, materials, and equipment and bear all expenses incidental to the seeding, planting, cultivating, irrigating, and harvesting of crops, unless otherwise specified in "Special Conditions". Cost for the maintenance and repair of the refuge irrigation pumps will be shared between the cooperator and Cibola NWR.
- The Cooperator pays for their share of the electricity used to run the irrigation pumps. Cooperator will record pump usage on pump log at each pump stand for which they use. Refuge staff will calculate usage to cooperator for electricity bill to be paid monthly.
- The Refuge Manager must be notified at least five days in advance of any intended harvesting operation that is out of the normal agricultural operation practices.
- The Cooperator, by operating on the premises, shall be considered to have accepted the premises with all facilities, fixtures, or improvements in their existing condition as of the date of this agreement. At the end of the period specified or upon earlier termination, the Cooperator shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The Cooperator will fully repay the Service for any and all damages directly or indirectly resulting from negligence or failure on their part, or the part of any of their associates, to use reasonable care.
- The Cooperator will, in consultation with Refuge staff, develop and implement measures to protect breeding migratory birds, and federally listed or candidate species.
- It is understood and agreed that waters reserved by the United States for use on Cibola NWR are available to permittee for irrigation of Refuge lands under this agreement and may not be used for irrigation of lands outside the boundaries of the refuge.

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- All farming expenses including land preparation, cultivation, irrigation, ditch and ditch bank maintenance, water pumping, and fertilizer are the responsibility of the Cooperator.
- Pest control will be done using integrated pest management methods. No chemical, insect, or weed control may be carried out unless a Pesticide Use Proposal has been submitted and approved (no exceptions). See attached table for Cooperator approved pesticides that may be used according to label. Consult refuge staff to see if additional pesticides can be added to approve pesticide list for the Refuge or on a case-by-case basis. Pesticide usage reports for each calendar year shall be submitted by the Cooperator to the Refuge Manager by November 15th in a format provided by the refuge (see attachment).
- Cooperator shall not store any equipment, chemicals, or harvested crops on Refuge property.
- Cooperator shall be responsible for removing all trash generated by cooperative farming activities from the Refuge in a timely manner, including marker bags, bailing twine, and other farming debris.
- Cooperator shall only conduct burning activities with prior approval by the Refuge Manager.
- Cooperator and Refuge Manager shall meet once during the year to review the crop rotation schedule, where a map of the farm location is to accompany the annual cooperative agreement.

I have read, understand, and agree to comply with the Management Plan of the Agreement.

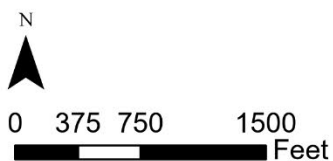
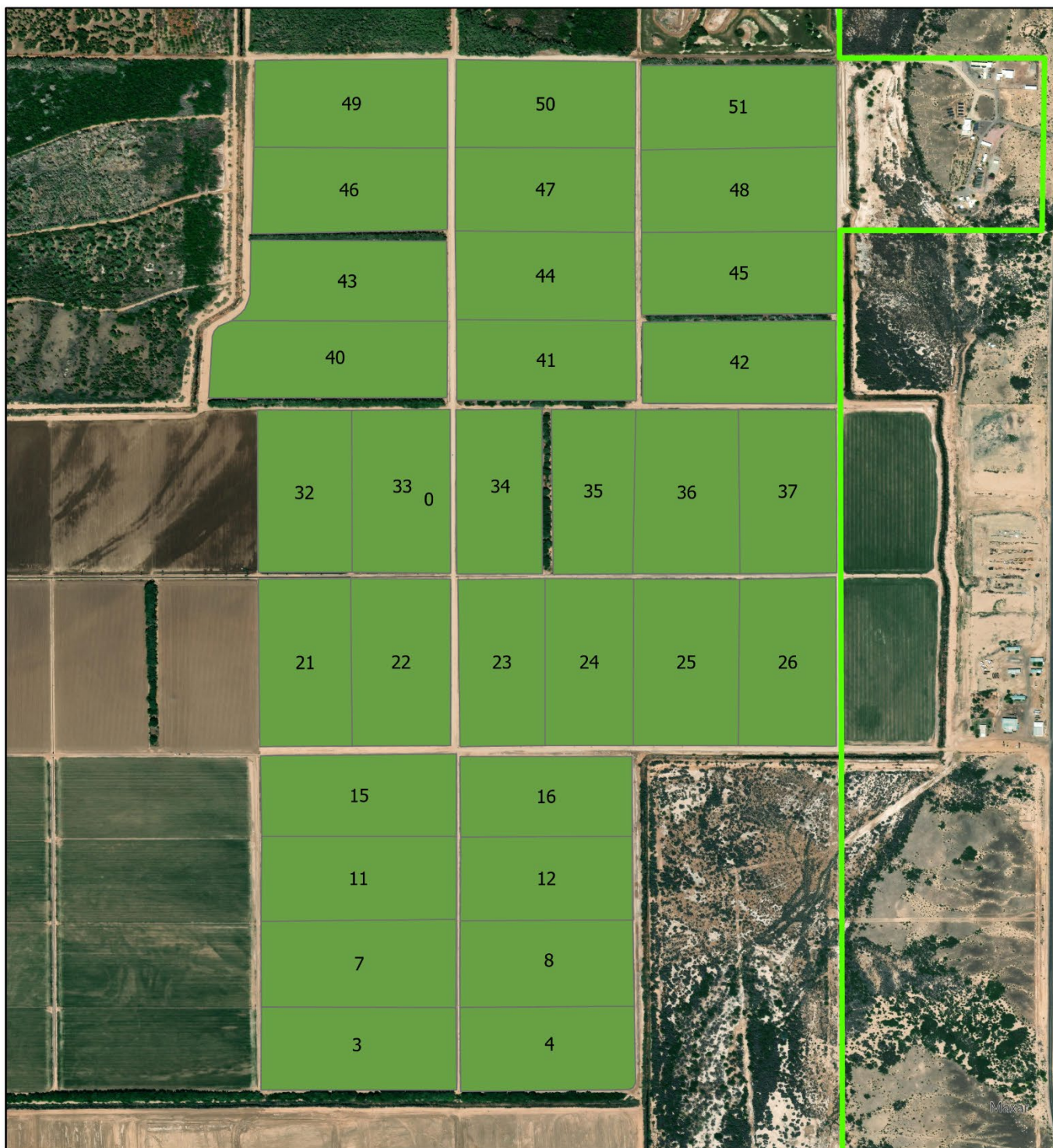
Cooperator's Signature

Date

Refuge Manager's Signature

Date

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Cibola National Wildlife Refuge Unit 1 Cooperative Farm Units



Legend

- Cibola NWR Boundary_Gene
- Farm Units