

2024 GRAZING AUDUBON WETLAND MANAGEMENT DISTRICT

I. OBLIGATIONS OF THE COOPERATOR

Failure to comply with the following obligations may result in the termination of the Special Use Permit.

1. To be eligible to bid, you must be a current livestock operator.
2. The Special Use Permit Application must be completely filled out, **including social security number and email address**, before a grazing permit can be issued.
3. The cooperator must own at least 50% of the livestock that are to be grazed under the permit. If you use another person's livestock, you can only collect the same dollar amount per AUM as you are being charged by the USFWS. As the person named on the permit, you are responsible for 100% of the livestock grazed, the amount paid and compliance with all conditions of this permit. Subletting is not permitted.
*We urge you to **NOT** increase the size of your herd based on the availability or the expectation of annually grazing FWS lands.*
4. The Cooperator must be in compliance with the respective state and local livestock health regulations.
5. You are responsible for the care of your livestock; i.e. **moving them on the specified dates and into the correct pastures**, ensuring they have water, etc. You are liable for any damage to neighboring lands should your livestock escape the WPA. All liability relating to livestock and livestock management to include all persons working for the Cooperator, whether related, hired or as a partner is strictly that of the Cooperator as listed on the SUP. Cooperators are responsible for ensuring fences are sufficient to keep cattle within permitted fields.
6. You may bid on multiple units. However, each cooperator will be limited to grazing a total of two units or 750 acres grazed maximum per year, whichever comes first. The only exception to this will be if no other applications for a unit are received, at which time an applicant who has already applied for and received two units will be eligible for additional unit(s). If you have grazed on more than two units in the past, please rank the units in your order of preference. **Please note: Individual applications are required for each unit.**
7. If you have livestock die on a unit, you are responsible for removing the carcass within 48 hours. Please notify the Audubon staff when carcass has been removed. You may replace livestock which have died or you have taken home because of sickness.
8. If water becomes unavailable, you can either haul water or remove livestock from the WPA. Under either circumstance, please notify the Audubon WMD immediately. You will only be charged for days your livestock actually graze on the WPA.
9. All gates are to be closed when livestock are removed from the WPA.
10. All temporary fences must be removed at the end of the grazing season unless prior arrangements have been made with the Refuge.
11. All private property, including containers for minerals, salt, or other supplemental feeds or feeders, must be removed at the end of the grazing period.
12. The use of pesticides requires advance Service approval. If approved, the Cooperator is required to provide an applicator number and to report all pesticide use on Service lands within 15 days of application.
13. The Cooperator must **maintain records of livestock stocking rates and grazing dates** and provide them to the Refuge Manager within 15 days after the grazing period has concluded for the year.
14. Noncompliance with any of the conditions in this agreement could result in an immediate revocation of the SUP. If revoked, there will be NO refunding of any unused portion of the permit. Such revocation of permit will result in forfeiture of any future grazing opportunity.
15. Failure to submit full payment of grazing fees by due date listed on the bill will result in the Service turning outstanding charges to a collection agency, and the Cooperator will forfeit future grazing privileges.

II. OBLIGATIONS OF THE SERVICE

1. Provide access to WPA during the grazing season as outlined in the Special Use Permit.
2. The Special Use Permit (SUP) will be developed by the Refuge Manager and provide stocking rates, grazing dates, cell rotations, etc. for the upcoming year. The SUP will consist of the SUP, a draft Bill for Collection, and a map of the grazing unit(s).
3. Complete and mail grazing bills annually or as specified in the SUP.

III. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

1. Notification: The Service will give the Cooperator one week notice of any planned public use or management activities that may interfere with operations. The Cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife.
2. Regular Communication: The Refuge Manager and the Cooperator will communicate on a regular basis to ensure that the terms and conditions of the SUP are being met.
3. The Service does not allow for participation in USDA subsidy insurance when grazing on Service lands. If drought conditions occur, animals may be removed from NWRS lands to protect habitat conditions.
4. Please notify the manager if you notice leafy spurge or other noxious weeds on the unit.

VIII. GENERAL TERMS AND CONDITIONS

In addition to the General Conditions and Requirements outlined in the Special Use Permit, the following apply:

1. **Modifications.** Modifications to this agreement shall be made in writing, with the mutual consent of the Cooperator and the Refuge Manager. An addendum will be signed and attached and becomes part of the agreement.
2. **Amendments.** The Service or the Cooperator may initiate an amendment to this SUP to ensure the WMD meets its resource management objectives or to ensure that the Cooperator is attaining his/her incentives for engaging in cooperative agriculture on NWRS lands. These amendments must be mutually agreeable to both parties and within the scope of the existing SUP.
3. **Termination Policy.** The Service or the Cooperator may terminate the SUP with 45 days' notice if either party is not carrying out their roles and responsibilities under the SUP. Additionally, the Service may terminate the SUP immediately if necessary to protect human or wildlife health or safety.

IV. PERIOD OF PERFORMANCE

The SUP shall become effective upon being executed by both parties and shall continue until the end date listed on the SUP. Planned grazing rotation start and end dates are approximations and are a guide; it is understood by both parties that deviation from the planned dates will occur. The Cooperator must make a good faith effort to follow the **grazing days more so than the grazing dates**. The Cooperator must make the Refuge Manager aware of such deviations from the planned grazing dates. **The Cooperator must maintain records of livestock stocking rates and grazing dates and provide them to the Refuge Manager within 15 days after the grazing period has concluded for the year.**

V. FUNDING INFORMATION

The Service will not provide any funds to the Cooperator to fulfill the terms of this agreement. The Cooperator will be charged the rates consistent with Service policy and based on the U.S. Department

of Agriculture, National Agricultural Statistics Service (NASS) annual publication "Grazing Fee Rates for Cattle –States, Regions, and United States". Annual stocking rates and grazing fees are specified on the SUP. Rates were calculated as follows:

$$1 \text{ Animal Unit Month (AUM)} = \frac{\text{Animal Unit Equivalent (AUE)} \times \# \text{ days}}{30}$$

| | |
|---------------------------------------|------------|
| AUEs: Yearling (9 months - 18 months) | = 0.70 AUE |
| Mature cow | = 1.00 AUE |
| Mature cow w/nursing calf | = 1.20 AUE |
| Bull | = 1.50 AUE |
| Mature Sheep | = 0.20 AUE |
| Sheep w/ lamb | = 0.30 AUE |

AUE were established by USDA Statistic Board

The Cooperator's expenses for habitat management and/or facility maintenance performed on Service lands, **may** be deducted from grazing fees, but may not exceed 75% of the gross grazing fee charged to the Cooperator without Regional Refuge Supervisor authorization. Cooperator expenses above and beyond routine fence maintenance or repairs, **must** receive Refuge Manager authorization prior to completion or purchase. A standard reduction of the grazing fee is applied at the rates listed for each activity.

Share-In-Kind Values*:

- A. Required fence inspection: \$0.03/foot (1 mile = 5,280 feet, or \$158.40 reduction)
- B. Permanent fence installation or removal: (Fencing materials will be supplied by the Service or reimbursed through a reduction of grazing fees upon submission of a receipt.) Prior approval is required.
 - a. \$0.41/ foot for multi-strand electric
 - b. \$0.82/ foot for multi-strand barbed
- C. Temporary electric fence construction and removal: \$0.07/foot
- D. Roadside mowing to township or county specifications: \$150/mile

Additional reductions may also be applied for unusual circumstances or additional work needed; e.g. weed control. Please contact the Audubon WMD should these circumstances exist. Reductions cannot exceed 75% of the total grazing fee.

* Rates for multi-strand permanent fence installation were taken from the 2016 Custom Farm Work Rates in North Dakota. The average rate for building multi-strand wire fence (no supplies included) per rod was \$13.60. Permanent electric fence was set at half of the multi-strand rate, and temporary electric was increased slightly from 2013 rates. Permanent fence removal rates were set at the same rate as installation due to the challenges (siltation, overgrowth, etc.) present in many situations on WPAs. Permanent fence repair rate is a range from \$0.01-0.09, and will be determined by FWS Manager based on fence conditions. Rate for roadside mowing was based on average rates charged by the County and/or Township per mile.