

ATTENTION FARMERS

Refuge Seeks Agricultural Producers for Cooperative Agriculture Program

The U.S. Fish and Wildlife Service (Service) is seeking an agricultural producer(s) (Cooperators) for Cooperative Agriculture Agreements at the Theodore Roosevelt National Wildlife Refuge Complex (Complex) in Mississippi. Cooperators will grow crops on the Complex for a period of five years as a Cooperator with the Service.

Applicants must fill out applicable portions of FWS Form 3-1383-C and supplemental application questions. The applicants must address in their application how the applicant will meet the criteria outlined in the announcement and identify specific farm units of interest.

Background

The Complex is located in the South Delta of Mississippi and comprised of nine refuges: Bayou Cocodrie (1990), Holt Collier (2004), Hillside (1975), Mathews Brake (1980), Morgan Brake (1977), Panther Swamp (1978), St. Catherine Creek (1990), Theodore Roosevelt (2004), and Yazoo (1936). Refuges in the Complex are managed primarily to provide important habitat needs for resting, feeding, and pair bonding activities of waterfowl, other birds, and resident wildlife. Complex lands total approximately 140,000 acres in seven counties and one parish. Cooperative agriculture occurs in Washington, Humphreys, and Yazoo Counties on Panther Swamp and Yazoo National Wildlife Refuges (NWRs). Total land available for cooperative agriculture is approximately 4500 acres.

Fish and wildlife are the first priority in refuge management, and wildlife dependent recreation such as hunting and wildlife photography are allowed and encouraged. These types of uses have to be deemed appropriate and compatible with the Complex's mission and purposes. Cooperative agriculture, also referred to as cooperative farming, was deemed appropriate and compatible in 2006 and since re-evaluated in 2018. In addition, cooperative agriculture was analyzed in 2005 in the Environmental Assessment for the Complex's Comprehensive Conservation Plan (CCP) (USFWS 2006). The Finding of No Significant Impact was signed in 2006. The purposes of the Complex, environmental conditions, and contributions of cooperative agriculture have not changed substantially since those analyses. However, special conditions, stipulations, and oversight ensure that cooperative agriculture is in support of the first priority in refuge management.

The Complex manages a combination of cooperative agriculture, moist soil, and forested wetland habitats to meet the wintering needs of waterfowl and resident wildlife. Studies have documented that wintering waterfowl in the Mississippi Alluvial Valley prefer regions composed of 50% cropland, 20% moist soil wetlands, 20% forested wetlands, and 10% open water habitats. (Strickland et. al 2009). Panther Swamp and Yazoo NWRs provide thousands of acres of naturally occurring moist soil and forested wetlands, as well as open water, in conjunction with croplands. This combination of habitat types will allow the Complex to mimic the preferred composition of wintering waterfowl habitats found by Strickland et al. (2009).

Cooperative agriculture is an efficient and effective management tool used to produce crops (primarily corn, rice, and milo) for waterfowl. Efficiency can be easily quantified by producers leaving an unharvested 25% of the planted crop for wintering waterfowl and other wildlife species' needs. Effectiveness can be measured by a producer's local knowledge, experience, and specialized equipment to grow a highly productive crop. Panther Swamp and Yazoo NWRs are individually responsible for managing their cooperative agriculture agreements, identifying the type and location of crops to be planted, and ensuring the 25% crop share contributes to the waterfowl management goals and objectives of the Complex. Pesticide approval and use is managed within the Special Conditions Section and Pesticide Use Proposal database. Producers will be provided an annual list of approved pesticides. The use of genetically engineered crops are currently prohibited, and seed treated with neonicotinoids are prohibited from use.

Our goal is to provide energy rich agricultural crops for waterfowl, which together with wetland management and sanctuary, contributes towards a healthy, viable waterfowl population. Unharvested agricultural crops provide the greatest energy density food for waterfowl, and cooperative agriculture can also help control invasive plant species, support local economies, and demonstrate good land stewardship. Efforts on the Complex are in support of Mississippi Flyway management, the North American Waterfowl Management Plan, and its' associated step-down plans. Papers from Reinecke et al. 1989, Reinecke and Loesch 1996, and the Lower Mississippi Valley Joint Venture (2016) support this important management strategy to meet "duck-energy-day" (DED) goals. The Cooperative Agriculture Program for the Complex is guided by the CCP, managed by the Complex, and ensured to benefit fish and wildlife through this process.

Proposed Cooperative Agriculture Agreement

Panther Swamp NWR is seeking an agricultural producer(s) for the Carter Tract and Lower Twist. The Carter Tract and Lower Twist are located in Humphreys and Yazoo Counties, MS, respectively. Yazoo NWR is seeking an agricultural producer(s) for activities in Washington County, MS. Yazoo NWR is seeking one or two agricultural producers for the refuge, located in Washington Counties, MS. Three to four separate annual cooperative farming agreements/Annual Work Plans (Appendix A) will be used on the Complex, and each are managed separately to address local issues such as flooding, soil conditions, and other factors.

Selected Cooperators will enter into annual cooperative farming agreements/annual work plans, which will include specific acreages and crop types available for the growing season. A Special Conditions section (Appendix B) and General Conditions section (Appendix C) further defines the process by which the program will be administered and further delineates the requirements and restrictions of the Service and the Cooperator. This plan requires annual renewal and may incorporate changes. Primary crops allowed for cooperative agriculture include corn, rice, milo/grain sorghum, sunflower, and millet. Cooperators are allowed to plant soybeans and winter wheat for their share. Planting cotton and genetically engineered crops on the Complex is currently prohibited.

General Operating Requirements

Below are several operating requirements which will also be covered in detail in the Annual Work Plans, Special Conditions, and General Conditions Sections.

- Annual Work Plans are required for addressing current objectives, opportunities, restrictions, and other details, and may be altered through consensus by both the Refuge Manager and Cooperator.
- Annual Work Plans will renew no later than March 1 each year, for up to 5 years.
- Cooperators shall provide all necessary work, materials, and equipment to produce the stated crops.
- Cooperators will be required to replant failed crops at their own expense.
- Use of genetically engineered crops (GECs) and neonicotinoids are currently prohibited.
- All pesticide use must be pre-approved.
- All liability relating to farming and crop management to include all persons working for the Cooperator, whether related, hired, or as a partner is strictly that of the Cooperator.
- The Cooperator must have or acquire liability insurance that covers equipment used on Service lands.
- All equipment for farming, including tractors, trucks, ATVs, and UTVs, must be clean and free of invasive species plant material including seeds before entering any Refuge. The Refuge Manager (or designee) reserves the right to inspect and deny the use of any equipment/vehicle/etc. that appears to contain invasive species plant material or seeds.
- Farming privileges may not be sold, transferred, or sublet.
- Non-use of farm lands, in whole or in part, shall be cause for cancellation of a Cooperator's privileges at the discretion of the Refuge Manager.

Cooperator Selection

Cooperator(s) will be selected through an open and competitive process where applications will be scored and ranked by Complex staff using the following criteria:

- Experience in cultivation of grain crops, especially personal experience on NWR lands or comparable conservation land.
- Demonstrated ability to successfully cultivate crops under restrictions such as non-GEC crops, non-neonicotinoid pesticides, restricted timing of harvest, and limitations on pesticides.
- Ownership or access to the proper equipment, materials, labor, or other resources to participate in the Cooperative Agriculture Agreement.
- Proximity of personnel to monitor crops and respond to crop failures or crop health issues.
- Positive references regarding past performance, experience, and abilities related to crop cultivation.
- Other relative criteria.

Parcels Available

Three separate parcels are available on the Complex. One parcel is available for the Carter Tract

(Farm #3865) and depicted in Figure 1. Figure 2 identifies another parcel for Lower Twist (Farm #3633), and a third parcel is at Yazoo NWR (Farm #3794) (Figure 3). Each area is approximately 1500 acres. Applicants may apply for any number of the cooperative agriculture agreements. More details on the fields included in each parcel are available. See maps below for a general reference.



Figure 1. Five farm fields at Carter Tract (Farm #3865) in Humphreys County, MS.

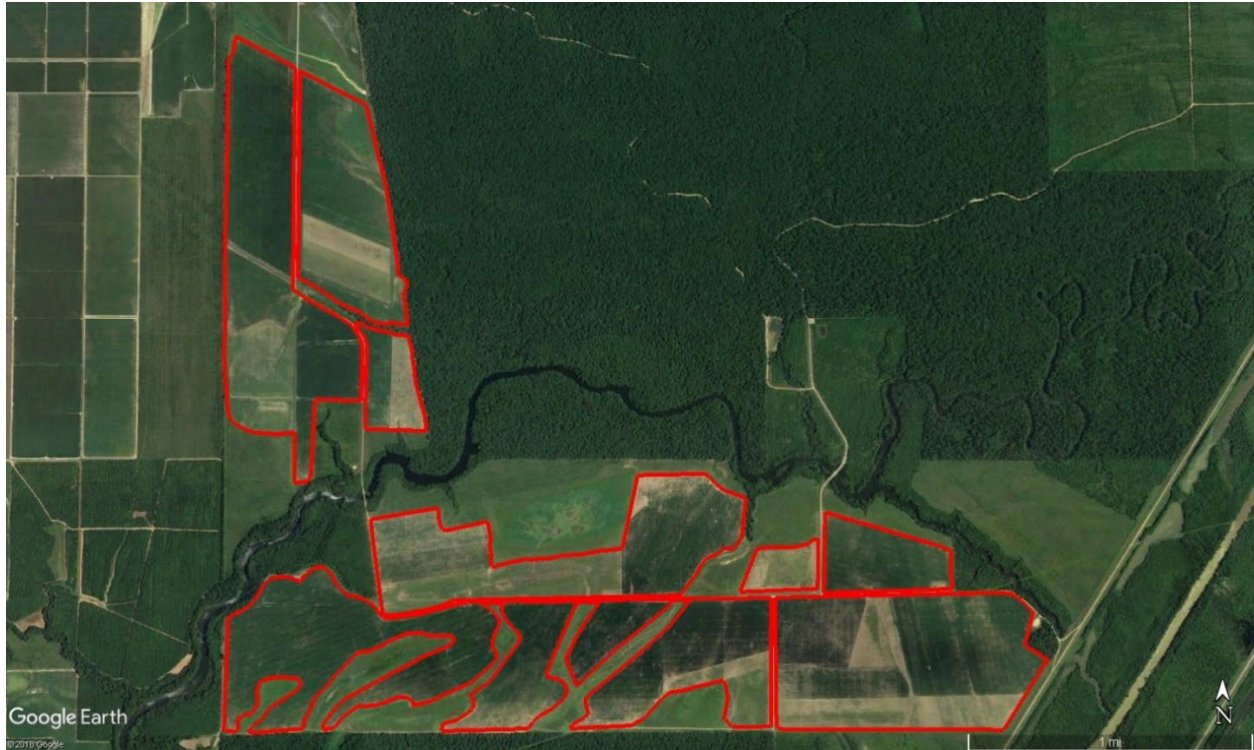


Figure 2. Eleven farm fields at Lower Twist (Farm #3633) in Yazoo County, MS.



Figure 3. Twenty farm fields at Yazoo NWR (Farm #3794) in Washington County, MS.

Applications

To apply, complete FWS Form 3-1383-C (Download at <https://www.fws.gov/forms/3-1383-C.pdf>) and supplemental application questions (included in this document). Hard copies can be requested by calling the Theodore Roosevelt NWR Complex Headquarters 662-836-3004 or emailing TRNWRComplex@fws.gov. Hard copies can also be picked up on Thursdays at the Complex Headquarters located at Panther Swamp NWR at 12595 MS Hwy 149, Yazoo City, MS 39194.

Proposals are to be submitted to the Refuge Headquarters in a sealed envelope marked Cooperative Agriculture Proposal, U.S. Fish & Wildlife Service, 12595 MS Hwy 149, Yazoo City, MS 39194. Envelopes may be submitted either by mail or hand delivery to the refuge office. Proposals may also be submitted via email at TRNWRComplex@fws.gov. Proposals will only be accepted between January 9th – 26th, 2025. Proposal envelopes must be received in the refuge office by January 24th, 2025 at 5:00 pm. All proposals will be opened and evaluated, and the individual with the highest ranked proposal will be notified within 5 days of their selection. Unsuccessful applicants will also be notified.

Cooperator(s) will be selected through an open and competitive process where applications will be scored and ranked by a panel of Complex staff/employees.

Plan of Operations

For

Cooperative Agriculture Agreement By and Between
The U.S. Fish and Wildlife Service
Theodore Roosevelt NWR Complex
&
COOPERATOR NAME
COOPERATOR ADDRESS

I. PURPOSE

The purpose of this Plan of Operations is to outline the terms and conditions of the Cooperative Agriculture Agreement (CAA) by and between the United States Department of Interior, Fish and Wildlife Service (Service), Theodore Roosevelt National Wildlife Refuge Complex (Complex) and [Title of Cooperator] (Cooperator). This Plan of Operations (including Annual Work Plan (Appendix A), Special Conditions (Appendix B), and General Conditions (Appendix C)], in conjunction with Approved Permit #43XXX-2025-XXX, is the Cooperator's authorization for access and use of lands and resources on Panther Swamp National Wildlife Refuge (NWR) or Yazoo NWR.

Under the CAA, the Cooperator will have the exclusive rights to produce agricultural crops on approximately XXX acres in exchange for 25% of the planted acreage being left unharvested and available to meet resource management goals. Each Refuge in the Complex is responsible for providing critical feeding, resting, and pair bonding habitat, with Refuges such as Panther Swamp NWR striving to meet the needs of over 100,000 ducks and geese annually. Three or four separate cooperative agricultural agreements are available and operate independently of other agreements; however, collectively the agreements allow the Complex to reach its annual goals.

II. BACKGROUND

Panther Swamp NWR was established in 1978 "for use as an inviolate sanctuary, or for other management purposes, for migratory birds" and deemed "suitable for (1) incidental fish and wildlife-oriented recreation development, (2) the protection of natural resources, (3) the conservation of endangered species or threatened species." Specific establishing language is provided through the Migratory Bird Conservation Act of 1929 and the Refuge Recreation Act of 1962, respectively. Panther Swamp NWR serves as the headquarters for the Complex which has an overriding purpose of providing for the habitat needs of migratory birds, with an emphasis on waterfowl. Management of the Complex is combined due to the refuges' proximity and similar issues and habitats in the South Delta of Mississippi. There is also value added in working cooperatively as a network of lands and habitats to meet objectives at ecosystem, state, and local levels.

Yazoo NWR was established in 1936 "for use as an inviolate sanctuary, or for any other

management purposes, for migratory birds. . .” Establishing language is provided through the Migratory Bird Conservation Act of 1929 and Migratory Bird Treaty Act of 1918. Yazoo NWR also has an overriding purpose of migratory bird management, with an emphasis on providing feeding, resting, and pair bonding areas for waterfowl.

The Comprehensive Conservation Plan (CCP) for the Complex was completed in 2006 to outline specific goals and objectives to support the North American Waterfowl Management Plan. This plan was further stepped-down through a series of approaches involving private, state, and federal agencies. One such objective from this process is for the Complex to provide a minimum of 1,022 acres of unharvested crops to meet the foraging needs of waterfowl. The CCP documents that a minimum of 26,305,578 duck-use-days (DUDs) should be provided on the Complex.

Due to reductions in cooperative agriculture on the Complex, some DUDs allocations are shared by Panther Swamp and Yazoo NWRs. Panther Swamp NWR is responsible for at least 10,327,700 DUDs. The relative proximity of Panther Swamp NWR’s Carter Tract to Hillside NWR shifts most of Hillside NWR’s allocation of 2,529,533 DUDs to Panther Swamp NWR. Through two separate cooperative agriculture agreements, Panther Swamp NWR has a combined goal of 12,857,233 DUDs. Cooperative agriculture is no longer available on Hillside NWR. Yazoo NWR should provide at least 6,521,991 DUDs annually.

These specific measures are also supported through the Lower Mississippi Valley Joint Venture, coordination meetings in each State, scientific research, and the Conservation Delivery Network. Cooperative agriculture will assist the refuge in meeting one of the Refuge’s resource management objectives, which would otherwise not be reasonable through mimicking natural ecosystem processes or functions. The Service has determined that cooperative agriculture is an appropriate, compatible, and necessary use of the Refuge to meet this objective.

Production under this CAA is for the primary benefit of wildlife, and secondary benefit of the Cooperator. Restrictions and limitations are in-place to ensure this management activity is beneficial to wildlife.

III. AUTHORITIES

- National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act (16 U.S.C. § 668ddee)
- National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57
- Migratory Bird Conservation Act of 1929 (16 U.S.C. § 715i)
- Endangered Species Act of 1973, 16 U.S.C. § 21531 – 1544
- Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j
- Fish and Wildlife Coordination Act (16 U.S.C. 661-667e)
- Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301–08)
- 505 Departmental Manual (DM) 2, Procurement Contracts, Grant and Cooperative Agreements
- National Wildlife Refuge System Regulations, Economic Uses and Cooperative Land Management (50 CFR 29.1-2 (1960))

- Service Manual, 620 FW 2, Cooperative Agriculture Use

IV. AREAS INCLUDED IN THIS AGREEMENT

During the term of this Agreement, the selected Cooperator(s) shall have the exclusive rights to produce agricultural crops on/in the following three FSA assigned Farm Numbers. Farm #3633 T-193 (approximately 1550 acres) is commonly referred to as Lower Twist. Farm #3865 T-9972 and T-9973 (approximately 1500 acres) is known as the Carter Tract. Farm #3794 T-6729, T-6730, T-6733, T-6734, T-6783, and T-6784 (approximately 1,545 acres) is at Yazoo NWR. Prior to each year's planting season, the Refuge may exclude a farm field to allow land alterations to take place during the growing season. For example, Farm #3794 T6734 F64 and F65 will not be available during the 2025 growing season (see Special Conditions) for maintenance. Production on such acreage as is described in Appendix A (Annual Work Plan) attached hereto and incorporated.

V. OBLIGATIONS OF THE COOPERATOR

- A. Habitat Management Objectives: Providing high quality forage for wildlife, especially migratory waterfowl, is the primary purpose for all farming on the Complex. The Cooperator shall provide the necessary supplies, equipment and expertise to successfully grow crops according to the Annual Work Plan.
- B. Timing: The Cooperator must operate during the standard operating season for agriculture on the Refuge which is March 1 to November 1.
- C. Expected Wildlife Benefit: All management projects conducted will have direct benefits to fish and wildlife on the Complex. These benefits will continue to be documented and monitored by the Service. Benefits anticipated as a result of this agreement include providing forage for migrating waterfowl and resident wildlife.
- D. Personnel: Provide all personnel, equipment, labor and supplies needed to produce agricultural crops, including but not limited to the acreage necessary to produce the harvest and forage crops.
- E. Expenses: Furnish the seed, fertilizer, labor, materials, and equipment, and bear all expenses incident to the seeding, planting, cultivating, and harvesting of all crops, unless otherwise specified in Special Conditions.
- F. Restrictions: All use of seed (non-GEC) and approved pesticides (approved pesticide list - see Appendix D) must be pre-approved by the Refuge Manager prior to application and use. Producers will use Integrated Pest Management practices when practical and will work to reduce overall chemical usage.
- G. Harvest: Notify Refuge Manager at least three days in advance of any intended harvesting operation.

- H. Reporting: No later than December 1, provide the Refuge manager with records of planting date and pesticide use records in accordance with Service regulations.
- I. Maintenance: Perform all necessary required maintenance, damage repairs of roads, fields, ditches, and water control infrastructure required for the continued agricultural operations.
- J. Irrigation Maintenance: Perform all annual maintenance on wells and pumps used for agriculture, and if damage occurs during the Cooperators usage or due to the Cooperators neglect, repair wells and pumps to the previous working condition. Cost of diesel fuel, oil, filters, belts, etc. for the annual, general maintenance will be covered by the Cooperator.
- K. Damages: Perform all repairs identified by the Refuge Manager from damages caused by Cooperator.
- L. Share Roles: There are no shared roles such as moist soil management, pulling boards, wildlife damage management, etc.
- M. Monitor and share yield monitor data and grain production information at the end of the harvest season to determine poundage of grain produced/acre.
- N. Reference Special Conditions.

VI. OBLIGATIONS OF THE SERVICE

- A. Provide access to the field areas during production and harvest seasons, and any other areas agreed to in writing by the Refuge Manager and the Cooperator, as further described in and outlined in Annual Work Plan(s), Special Conditions, General Conditions, and Special Use Permit(s).
- B. Provide temporary parking area for Cooperator equipment during crop production and harvest seasons as outlined in Annual Work Plan(s), Special Conditions, General Conditions, and Special Use Permit(s).
- C. Will not hold Cooperator liable for crop loss or failure to meet share-in-kind obligations due to natural disaster. Natural disasters include flooding, hail, hurricanes, and wind (excess of 60 mph).
- D. The Refuge provides access to sub-surface irrigation wells and diesel power units to support the CCA. Farm #3633 is equipped with seven sub-surface irrigation wells and four diesel power units. Farm #3865 is equipped with nine sub-surface wells and seven diesel power units. Farm #3794 is equipped with 7 sub-surface wells. 3 are electric wells and bill payment is the responsibility of the Cooperator during the growing season. 4 diesel power units are also available for Farm #3794. Irrigation wells can be used at the Cooperator's discretion and as described in Special Conditions.

VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

Access to the field areas is restricted from March 1 until November 1. If early entry or additional harvest time is needed, the Refuge Manager and Cooperator must agree and prepare an Addendum to the Annual Work Plan and Special Conditions. Entry into the Waterfowl Sanctuary on the Refuge is strictly prohibited after December 15. Refuge Manager and FWS employees are expected to communicate with the Cooperator, staff, and sub-contractors.

A. Notification

- a. The Service will give the Cooperator 1 week notice of any planned public use or Refuge management activities that may interfere with agricultural production.
- b. The Cooperator will notify and gain permission from the Service for any access on the refuge that will occur outside of the Refuge's normal operating hours.
- c. The Cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife.

B. Regular Communication

The Refuge and the Cooperator will communicate on a regular basis to ensure that the terms and conditions of the CAA are being met.

C. Annual Agricultural Work Plan

The Refuge Manager or their designee shall prepare an Annual Work Plan with which the Cooperator shall comply.

- a. The Refuge Manager or their designee will directly oversee implementation of the Annual Work Plan.
- b. The Annual Work Plan and related Addendums shall include designated acreage that must be reserved solely for production of the Refuge share, as well as the Cooperator's share acreage that may be farmed for the benefit of the Cooperator.
- c. A meeting will be held to develop the Annual Work Plan between the Service and the Cooperator in January or February of every year to determine agricultural operations on the Refuge for the year.
- d. During the January or February meeting, the Refuge may exclude a farm field to allow land alterations to take place during the growing season.
- e. The Cooperator may not conduct any agricultural practice or work activities until the Annual Work Plan has been signed by the Refuge Manager and the Cooperator.

VIII. ACCESS & STORAGE

Access to Farm #3633 will be by the West Levee Road, and access to Farm #3865 will be by Carter Road and Bell Prairie Road. These are county maintained public roads. Access to farm fields at Yazoo NWR are numerous, with most via State Highway or county maintained public roads. Some access is provided by trails and Refuge Roads on Yazoo NWR. The Cooperator will be responsible for repairing damages to Refuge roads and trails and maintaining the access route on the Refuge.

- A. Drainage, field preparation, and planting cannot start until March 1.
- B. All harvesting of Cooperator's share must be completed by November 1, unless an Addendum is completed to extend the harvest time.
- C. Access provided to the Cooperator may be limited during public use seasons and as deemed necessary for wildlife management or public safety reasons by the Refuge Manager. The Cooperator will be notified prior to these restrictions.
- D. All Cooperator motor vehicles will be registered and licensed in compliance with State law and Federal regulations.
- E. The Cooperator shall pay the United States of America or repair to the satisfaction of the Refuge Manager any unnecessary damage resulting from the operations herein permitted, and shall repair all damages to roads, trails, ditches, and other improvements.
- F. The Cooperator will do all in his/her power to prevent and suppress accidental, non-prescribed fires caused by the Cooperator, and will be held liable for damages and suppression costs resulting from Cooperator-caused fires, except as may otherwise be allowed under State or Federal laws.
- G. The Cooperator will take appropriate preventive measures to insure that any spill of such oil or gas products does not enter any stream or other waters, and will report any such spill to the Refuge. Cooperator is responsible for any cleanup costs associated with any spills.
- H. The Cooperator will follow all Refuge regulations. No littering is allowed. No collecting of any animal, mineral or plant parts is allowed. Firearms are not allowed.
- I. Reference Special Conditions.

IX. GENERAL TERMS AND CONDITIONS

In addition the General Terms and Conditions outlined in the Approved Permit #43XXX-2025-XXX, the following apply:

- A. **Use Limitations.** The Cooperator's use of the described land is limited to the agricultural purposes indicated, and does not, unless provided for in this Agreement, allow him to restrict other authorized entry to, or use of, this area including activities by the Service necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Services lands.
- B. **Depredation Claims.** At no time during the term of this CAA shall the Cooperator claim any depredation damage to agricultural crops growing, harvested or stored pursuant to this Agreement by State or Federally listed or designated threatened, endangered or listed wildlife species or wildlife species protected under other State or Federal law. Depredation caused by other species shall be reasonably addressed by the Cooperator and the Refuge Manager. Cooperators should anticipate some crop damage and infrastructure (levees) damage caused by feral swine and white-tailed deer.
- C. **Operations.** The Cooperator shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to this operations under this agreement as well as all Federal laws and regulations governing National Wildlife Refuges and the areas described in this CAA. Cooperator shall comply with all instructions applicable to this CAA issued by the Refuge Manager.
- D. **Modifications.** Modifications to this CAA shall be made in writing, with the mutual consent of the Cooperator and the Refuge Manager as well as documented in the Annual Work Plan, Special Conditions, and subsequent Addendums.
- E. **Amendments.** The Service or the Cooperator may initiate an amendment to this CAA to ensure the refuge meets its resource management objectives or to ensure that the Cooperator is attaining incentives for engaging in cooperative agriculture on NWR lands. These amendments must be mutually agreeable to both parties and within the scope of the existing CAA. See Special Conditions for additional details.
- F. **Assignment.** The rights and obligations of the Cooperator set forth in this CCA to carry out particular requirements of the CAA may be assigned, in part, by the Cooperator to a third party. This would include such responsibilities as crop scouting, aerial application of pesticides, and soil testing. The Cooperator will be held ultimately responsible for insuring all conditions of this CCA are met in full. Any deviation from these conditions will result in immediate revocation of this CAA.
- G. **Termination Policy.** The Service or the Cooperator may terminate a CAA with 45 days' notice if either party is not carrying out their roles and responsibilities under the CAA. Additionally, the Service may terminate the CAA immediately if necessary to protect human or wildlife health or safety.
- H. **Renewal Policy.** After the term of the CAA has ended, the Service may review the cooperative agricultural opportunity for renewal. If the Service plans to renew it, we must publish a notice and award the CAA again using the competitive process described in in

Service Policy (620 FW 2.11).

- I. **Use Precedent.** This CAA does not imply or establish a use precedent. Future use of Refuge lands will be based upon the most satisfactory use of the land for wildlife benefits, Cooperator's performance, habitat management needs and administrative needs.

X. PERIOD OF PERFORMANCE

The CAA shall become effective upon being executed by both parties and shall continue for a period of 5 (five) years until November 1, 2029.

Either party may terminate its participation in this CAA upon 45 days written notice to the other party. Upon default or breach of this CAA by either party, the other party may immediately terminate all or part of this CAA by written notice to the other party.

XI. FUNDING INFORMATION

The Service will not provide any funds to the Cooperator to fulfill the terms of this agreement nor will the Service receive any funds from the Cooperator. This agreement is a share-in-kind program for the benefit of wildlife.

XII. REPORTING REQUIREMENTS

The Service and Cooperator will provide mutual support and communication necessary to accomplish specific management projects and objectives described in the Annual Work Plan (Appendix A). Cooperator will provide yield monitor data and grain production information at the end of the harvest season, records of planting information, and pesticide use records no later than December 1. The Service will provide an annual Approved Pesticide List to Cooperators.

XIII. MODIFICATION PROCEDURES

Modifications to this CAA shall be made in writing, with mutual consent of Cooperator and Service. The rights and obligations of the Cooperator set forth in this CAA to carry out particular project contributions may be assigned in part by the Cooperator to a third party with the consent of the Refuge Manager, except as noted here: this agreement provides for the utilization of fields and the harvesting of crops only for personal use by the cooperator.

Since this agreement is for more than one year the conditions, including but not limited to acreage, herbicide use, etc., may be altered or modified annually. Changes in the agreement must be made prior to start of season and written in an Annual Work Plan, which is attached to and becomes part of the agreement. The Service must provide the cooperator those changes to the agreement prior to February 1 by a written Addendum. The cooperator then has until March 1 to accept or decline those changes. If the changes are agreed upon by the Cooperator, the Annual Work Plan is signed and attached and becomes part of the agreement. If the changes are not accepted, the selection process will begin again.

This CAA does not imply or establish a use precedent. Future use of refuge lands will be based upon the most satisfactory use of the land for wildlife benefits, Cooperator's performance, habitat

management needs, and administrative needs.

XIV. PROVISIONS

The address and contact person for each party shall be as set forth below, or such other address and/or contact person as may be provided from time to time by such party:

Seth R. Swafford, Deputy Project Leader
TR NWR Complex
12595 MS HWY 149
Yazoo City, MS 39194
(662) 836-3005

Cooperator Name
Address
City, State Zip Code
Telephone

Or

Brendan Calhoun, Refuge Manager
Yazoo NWR
595 Yazoo Refuge Road
Hollandale, MS 38748
(662) 347-2376

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agricultural Agreement.

USFWS:
Refuge Manager

Cooperator:
Cooperator Name

By: _____

By : _____

Date: _____

Date: _____

XV. REFERENCES

Lower Mississippi Valley Joint Venture (LMVJV). 2016. MAV Waterfowl Stepdown State Summaries. LMVJV Waterfowl Working Group c/o Lower Mississippi Valley Joint Venture, Vicksburg, MS.

Reinecke, K. J. and C. R. Loesch. 1996. Integrating Research and Management to Conserve Wildfowl (Anatidae) and Wetlands in the Mississippi Alluvial Valley, U.S.A. Pages 927-940 in M. Birkan, editor. Anatidae 2000: an international conference on the conservation, habitat management and wise use of ducks, geese and swans: Strasbourg, France, December 5-9, 1994. Gibier Faune Sauvage, Game and Wildlife 13(3).

- Reinecke, K.J., R.M. Kaminski, D.J. Moorhead, J.D. Hodges, and J.R. Nassar. 1989. Mississippi Alluvial Valley. Pp.203-247 in Habitat management for migrating and wintering waterfowl in North America, eds. L.M Smith, R.L. Pederson, and R.M. Kaminski. 1989. Texas Tech University Press. 560 pp.
- Strickland, B.K, R.M. Kaminski, and A. Tullos. 2009. Waterfowl Habitat Management Handbook for the Lower Mississippi River Valley. Mississippi State University, Mississippi, 31 pp.
- U.S. Fish and Wildlife Service. 2006. Theodore Roosevelt National Wildlife Refuge Complex Comprehensive Conservation Plan. February 2006. U.S. Fish and Wildlife Service, Southeast Region. Atlanta, GA.
<https://www.fws.gov/southeast/planning/PDFdocuments/TheodoreRooseveltFinal%20CCP%20Edited.pdf>

Appendix A. Annual Work Plans for each Cooperative Agriculture Agreement, Carter Tract Farm #3865, Lower Twist Farm #3633, and Yazoo Farm #3794.

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
ANNUAL WORK PLAN - COOPERATIVE FARMING AGREEMENT – CARTER TRACT

| | | | | | |
|---|--------|---------------------|---|-----------------------------------|-----------------------------------|
| Cooperator's Name: | | | Address: | | |
| Period of Use: From: Month Day, 2025 To: November 1, 2025 | | | Refuge Name and State Where Located: Panther Swamp NWR Yazoo City, MS | | |
| The U.S. Fish and Wildlife Service, for and inconsideration of the mutual benefits arising hereunder, grants to the Cooperator named above, privileges of using lands of the National Wildlife Refuge System indicated above, for the cultivations, productions, and/or harvesting of agricultural crop, on a share basis as specified below: | | | | | |
| Farm Unit: | Field: | Crop or Crop Group: | Acres: | Cooperator's Share (75% or acres) | Government's Share (25% or acres) |
| Carter Unit | | | 1500 | | |
| Farm #3865 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

1. The Cooperator agrees that agricultural crops of the type and acreage specified above must be planted, cultivated and harvested during the first year of operation. If this agreement is for more than one year, the type of crop, acreage, and distribution may be altered or modified annually, following the first year of operation, by mutual consent of both parties. Changes in the agreement must be made prior to planting season by an addendum, which is attached to and becomes part of the agreement.
2. These privileges are granted by the U.S. Fish and Wildlife Service, and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations contained therein.
3. Special Condition: (If none, so stated)
 - a. All General Conditions and Special Conditions shown on the attached sheets are in effect.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
ANNUAL WORK PLAN - COOPERATIVE FARMING AGREEMENT – LOWER TWIST

| | | | | | |
|---|--------|---------------------|---|-----------------------------------|-----------------------------------|
| Cooperator's Name: | | | Address: | | |
| Period of Use: From: Month Day, 2025 To: November 1, 2025 | | | Refuge Name and State Where Located: Panther Swamp NWR Yazoo City, MS | | |
| The U.S. Fish and Wildlife Service, for and inconsideration of the mutual benefits arising hereunder, grants to the Cooperator named above, privileges of using lands of the National Wildlife Refuge System indicated above, for the cultivations, productions, and/or harvesting of agricultural crop, on a share basis as specified below: | | | | | |
| Farm Unit: | Field: | Crop or Crop Group: | Acres: | Cooperator's Share (75% or acres) | Government's Share (25% or acres) |
| Lower Twist | | | 1550 | | |
| Farm #3633 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

1. The Cooperator agrees that agricultural crops of the type and acreage specified above must be planted, cultivated and harvested during the first year of operation. If this agreement is for more than one year, the type of crop, acreage, and distribution may be altered or modified annually, following the first year of operation, by mutual consent of both parties. Changes in the agreement must be made prior to planting season by an addendum, which is attached to and becomes part of the agreement.
2. These privileges are granted by the U.S. Fish and Wildlife Service, and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations contained therein.
3. Special Condition: (If none, so stated)
 - a. All General Conditions and Special Conditions shown on the attached sheets are in effect.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
ANNUAL WORK PLAN - COOPERATIVE FARMING AGREEMENT – YAZOO

| | | | | | |
|---|--------|---------------------|---|-----------------------------------|-----------------------------------|
| Cooperator's Name: | | | Address: | | |
| Period of Use: From: Month Day, 2025 To: November 1, 2025 | | | Refuge Name and State Where Located: Yazoo NWR Hollandale, MS | | |
| The U.S. Fish and Wildlife Service, for and inconsideration of the mutual benefits arising hereunder, grants to the Cooperator named above, privileges of using lands of the National Wildlife Refuge System indicated above, for the cultivations, productions, and/or harvesting of agricultural crop, on a share basis as specified below: | | | | | |
| Farm Unit: | Field: | Crop or Crop Group: | Acres: | Cooperator's Share (75% or acres) | Government's Share (25% or acres) |
| Yazoo | | | 1545 | | |
| Farm #3794 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

1. The Cooperator agrees that agricultural crops of the type and acreage specified above must be planted, cultivated and harvested during the first year of operation. If this agreement is for more than one year, the type of crop, acreage, and distribution may be altered or modified annually, following the first year of operation, by mutual consent of both parties. Changes in the agreement must be made prior to planting season by an addendum, which is attached to and becomes part of the agreement.
2. These privileges are granted by the U.S. Fish and Wildlife Service, and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations contained therein.
3. Special Condition: (If none, so stated)
 - a. All General Conditions and Special Conditions shown on the attached sheets are in effect.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

**Appendix B. Special Conditions for each Cooperative Agriculture Agreement,
Carter Tract Farm #3865, Lower Twist Farm #3633, and Yazoo Farm #3794.**

2025

Carter Tract Farm #3865
SPECIAL CONDITIONS

1. The Cooperator (cooperative farmer) has agreed to a 75/25% share-split farming agreement. The cooperative farmer has agreed that no advance FSA subsidy payments for refuge lands can be accepted until the refuge manager and/or his designee has signed/dated and released this payment to the cooperator. The refuge is responsible for notifying the local FSA offices that they will be releasing the subsidy payments, not the cooperator. The release of payments will not be allowed by the refuge until after the official annual renewal of the refuge farming agreement is approved by the refuge. However, if no problems arise, the refuge will release the subsidy payments prior to the FSA official deadline. The refuge cannot accept FSA subsidy payments and are to instruct the FSA offices to return the refuge portion of the payments back to the FSA Farm Bill Treasury. The refuge is to provide the local FSA offices with a copy of the annual farming agreements/addendums for each crop year. The refuge will be responsible for reporting all crops acreages to FSA for determining base acres.
2. The cooperative farmer may begin farming operations April xx, 2025. Farm field access after November 1, 2025 will be limited to that necessary to remove equipment or other necessary trips. The cooperative farmer must obtain prior approval before accessing refuge property for farming operations.
3. The cooperator will participate in FSA programs to extent possible to protect crop bases. Final certification and submission to FSA will be by the refuge manager.
4. Land alterations including but not limited to, ditching, land leveling, filling, clearing, and mowing will be done only upon approval of refuge manager. No drainage by the cooperative farmer will be permitted prior to March 1 of each year. Site inspections and field visits will be necessary as well as detailed documentation in future addendums.
5. Location of the refuge share of crops will be designated and outlined, by the refuge manager at least 30 days prior to harvest. In the case of alternate crops for refuge share (i.e., milo for soybeans), the shares will be determined at the time of planting. See attached colored maps for specific locations of refuge share and cooperative farmer share. Locations may change per discussion between cooperative farmer and Refuge Manager.
6. Refuge crops will be fertilized at the same rate as cooperative farmer share and receive every other similar treatment (pesticides, tillage, etc.). Soil testing on all fields will be accomplished once every three years to increase farm efficiency and conservation. Soil samples must be submitted to Mississippi State University agricultural extension service at no cost to the cooperative farmer. A copy must be provided to the refuge manager.

7. All crops shall be harvested as early as possible with a target date for completion of harvesting operations of November 1, 2025. If unable to meet deadline, cooperative farmer must notify refuge manager prior to deadline and request entry to refuge property.
8. The refuge share (25%) of the crop will be left in the field. The refuge will receive 25% of planted acres as its share.
9. All cooperator rice fields shall be rolled after harvest and irrigation levees will be rebutted to hold rainfall. This practice shall be accomplished by November 1, 2025.
10. Only approved chemicals (pesticides) may be used on crops. A thorough list is provided as a official letter. Approved post-emergence chemicals will only be used after crop scouting results indicate that pest density is at, or beyond, the economic threshold level. Chemical application on any other vegetation is prohibited. Pesticide application instructions will be adhered to and efforts will be made by the cooperator to reduce use of chemicals through alternative non-chemical pest control techniques. The cooperator will keep accurate records of pesticide applications and furnish a written copy to the refuge manager by December 1, 2025.
11. The cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, etc.). The cooperator will immediately notify refuge manager in event of any accidental hazardous materials release and take appropriate measures to contain the release. All pesticide containers (empty or full) will be removed from refuge property by the end of each day.
12. No fall disking is allowed without prior approval from refuge manager. Any acreage disked in the fall will require a winter cover crop.
13. All refuge share crop fields and cooperator harvested fields (except rice fields) will be left standing and not manipulated in any way, unless specifically directed to do so by refuge manager.
14. Firearms are not permitted on the refuge and will not be used as a scare device. All refuge regulations will be followed. Shooting feral swine is strictly prohibited.
15. No burning of any kind is allowed on the refuge.
16. The cooperator will leave all refuge boundary signs in existing locations. Any refuge boundary signs destroyed, as a result of the cooperator's operations, shall be replaced by the cooperator and at the cooperator's expense.
17. Before wells are utilized for irrigation purposes, the cooperator will be required to get prior approval from the refuge manager and a condition of use addendum will be added to and made part of this agreement. The cooperator will agree to maintain and fuel all power units operated within the scope of the Farming Agreement. Any damages that result will be repaired or replaced at the cooperative farmer's expense.

18. The cooperative farmer shall report groundwater usage annually to the county NRCS office and pay reporting fees.
19. The USFWS reserves the right to install pipes and water control structures and construct levees in the case of an emergency which may spot damage or destroy cooperator's crops.
20. Equipment stored on refuge property will be allowed only to the extent used to farm the refuge. Surplus, non-operational, or salvaged equipment will be immediately removed. Miscellaneous farm scrap such as old tires, old rice levee gates and old irrigation pipe will be removed from the refuge. Failure to comply will result in removal at the cooperator's expense.
21. A minimum of one-third of the farmed acres will be limed according to a current Mississippi State University Soil Testing Laboratory analysis. The acres to be limed will be determined by the refuge manager. Fall liming is common in Mississippi; therefore, if the cooperative farming agreement is not renewed the following year, the cooperative farmer forfeits lime expenses at no cost to the government. All crops will be fertilized according to current Mississippi State University Soil Testing Laboratory analysis. A minimum of 170 lbs. per acre of nitrogen will be applied to all corn.
22. A 50-foot undisturbed (no tilling, mowing, spraying and etc.) buffer will be left next to all wooded areas (including young tree plantations), moist-soil units, ditched, canals, water pools, swamps and marshes.
23. The refuge manager/staff will conduct several site inspections of the farm fields throughout the year to assure compliance. Some, but not all, of these site inspections will be signed by the refuge manager and cooperative farmer to illustrate understanding and compliance.
24. Cooperative farmer will inform refuge manager of specific seed types and seed treatments to be used prior to planting. Cooperative farmer must provide written report describing the types and treatments. The use of Genetically Engineered Crops is prohibited. Seed treated with neonicotinoids are prohibited from use.

I understand and agree to all special conditions of the Cooperative Farming Agreement.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

2025
Lower Twist Farm #3633
SPECIAL CONDITIONS

1. The Cooperator (cooperative farmer) has agreed to a 75/25% share-split farming agreement. The cooperative farmer has agreed that no advance FSA subsidy payments for refuge lands can be accepted until the refuge manager and/or his designee has signed/dated and released this payment to the cooperator. The refuge is responsible for notifying the local FSA offices that they will be releasing the subsidy payments, not the cooperator. The release of payments will not be allowed by the refuge until after the official annual renewal of the refuge farming agreement is approved by the refuge. However, if no problems arise, the refuge will release the subsidy payments prior to the FSA official deadline. The refuge cannot accept FSA subsidy payments and are to instruct the FSA offices to return the refuge portion of the payments back to the FSA Farm Bill Treasury. The refuge is to provide the local FSA offices with a copy of the annual farming agreements/addendums for each crop year. The refuge will be responsible for reporting all crops acreages to FSA for determining base acres.
2. The cooperative farmer may begin farming operations April xx, 2025. Farm field access after November 1, 2025 will be limited to that necessary to remove equipment or other necessary trips. The cooperative farmer must obtain prior approval before accessing refuge property for farming operations.
3. The cooperator will participate in FSA programs to extent possible to protect crop bases. Final certification and submission to FSA will be by the refuge manager.
4. Land alterations including but not limited to, ditching, land leveling, filling, clearing, and mowing will be done only upon approval of refuge manager. No drainage by the cooperative farmer will be permitted prior to March 1 of each year. Site inspections and field visits will be necessary as well as detailed documentation in future addendums. Refuge manager is planning to land level field T6733 F58, 60, 61 and T6734 F64 and 65. These fields are not available for cooperative farming in 2025.
5. Location of the refuge share of crops will be designated and outlined, by the refuge manager at least 30 days prior to harvest. In the case of alternate crops for refuge share (i.e., milo for soybeans), the shares will be determined at the time of planting. See attached colored maps for specific locations of refuge share and cooperative farmer share. Crop shares may change through the year as discussed and approved by refuge manager.
6. Refuge crops will be fertilized at the same rate as cooperative farmer share and receive every other similar treatment (pesticides, tillage, etc.). Soil testing on all fields will be accomplished once every three years to increase farm efficiency and conservation. Soil samples must be submitted to Mississippi State University agricultural extension service at no cost to the cooperative farmer. A copy must be provided to the refuge manager.
7. All crops shall be harvested as early as possible with a target date for completion of harvesting operations of November 1, 2025. If unable to meet deadline, cooperative farmer

must notify refuge manager prior to deadline and request entry to refuge property.

8. The refuge share (25%) of the crop will be left in the field. The refuge will receive 25% of planted acres as its share.
9. All cooperator rice fields shall be rolled after harvest and irrigation levees will be rebutted to hold rainfall. This practice shall be accomplished by November 1, 2025.
10. Only approved chemicals (pesticides) may be used on crops. A thorough list is provided as an official letter. Approved post-emergence chemicals will only be used after crop scouting results indicate that pest density is at, or beyond, the economic threshold level. Chemical application on any other vegetation is prohibited. Pesticide application instructions will be adhered to and efforts will be made by the cooperator to reduce use of chemicals through alternative non-chemical pest control techniques. The cooperator will keep accurate records of pesticide applications and furnish a written copy to the refuge manager by December 1, 2025.
11. The cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, etc.). The cooperator will immediately notify refuge manager in event of any accidental hazardous materials release and take appropriate measures to contain the release. All pesticide containers (empty or full) will be removed from refuge property by the end of each day.
12. No fall disking is allowed without prior approval from refuge manager. Any acreage disked in the fall will require a winter cover crop.
13. All refuge share crop fields and cooperator harvested fields (except rice fields) will be left standing and not manipulated in any way, unless specifically directed to do so by refuge manager.
14. Firearms are not permitted on the refuge and will not be used as a scare device. All refuge regulations will be followed. Shooting feral swine is strictly prohibited.
15. No burning of any kind is allowed on the refuge.
16. The cooperator will leave all refuge boundary signs in existing locations. Any refuge boundary signs destroyed, as a result of the cooperator's operations, shall be replaced by the cooperator and at the cooperator's expense.
17. Before wells are utilized for irrigation purposes, the cooperator will be required to get prior approval from the refuge manager and a condition of use addendum will be added to and made part of this agreement. The cooperator will agree to maintain and fuel all power units operated within the scope of the Farming Agreement. Any damages that result will be repaired or replaced at the cooperative farmer's expense.
18. The cooperative farmer shall report groundwater usage annually to the county NRCS office

and pay reporting fees.

19. The USFWS reserves the right to install pipes and water control structures and construct levees in the case of an emergency which may spot damage or destroy cooperator's crops.
20. Equipment stored on refuge property will be allowed only to the extent used to farm the refuge. Surplus, non-operational, or salvaged equipment will be immediately removed. Miscellaneous farm scrap such as old tires, old rice levee gates and old irrigation pipe will be removed from the refuge. Failure to comply will result in removal at the cooperator's expense.
21. A minimum of one-third of the farmed acres will be limed according to a current Mississippi State University Soil Testing Laboratory analysis. The acres to be limed will be determined by the refuge manager. Fall liming is common in Mississippi; therefore, if the cooperative farming agreement is not renewed the following year, the cooperative farmer forfeits lime expenses at no cost to the government. All crops will be fertilized according to current Mississippi State University Soil Testing Laboratory analysis. A minimum of 170 lbs. per acre of nitrogen will be applied to all corn.
22. A 50-foot undisturbed (no tilling, mowing, spraying and etc.) buffer will be left next to all wooded areas (including young tree plantations), moist-soil units, ditched, canals, water pools, swamps and marshes.
23. The refuge manager/staff will conduct several site inspections of the farm fields throughout the year to assure compliance. Some, but not all, of these site inspections will be signed by the refuge manager and cooperative farmer to illustrate understanding and compliance.
24. Cooperative farmer will inform refuge manager of specific seed types and seed treatments to be used prior to planting. Cooperative farmer must provide written report describing the types and treatments. The use of Genetically Engineered Crops is prohibited. Seed treated with neonicotinoids are prohibited from use.

I understand and agree to all special conditions of the Cooperative Farming Agreement.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

2025
Yazoo Farm #3794
SPECIAL CONDITIONS

1. The Cooperator (cooperative farmer) has agreed to a 75/25% share-split farming agreement. The cooperative farmer has agreed that no advance FSA subsidy payments for refuge lands can be accepted until the refuge manager and/or his designee has signed/dated and released this payment to the cooperator. The refuge is responsible for notifying the local FSA offices that they will be releasing the subsidy payments, not the cooperator. The release of payments will not be allowed by the refuge until after the official annual renewal of the refuge farming agreement is approved by the refuge. However, if no problems arise, the refuge will release the subsidy payments prior to the FSA official deadline. The refuge cannot accept FSA subsidy payments and are to instruct the FSA offices to return the refuge portion of the payments back to the FSA Farm Bill Treasury. The refuge is to provide the local FSA offices with a copy of the annual farming agreements/addendums for each crop year. The refuge will be responsible for reporting all crops acreages to FSA for determining base acres.
2. The cooperative farmer may begin farming operations April xx, 2025. Farm field access after November 1, 2025 will be limited to that necessary to remove equipment or other necessary trips. The cooperative farmer must obtain prior approval before accessing refuge property for farming operations.
3. The cooperator will participate in FSA programs to extent possible to protect crop bases. Final certification and submission to FSA will be by the refuge manager.
4. Land alterations including but not limited to, ditching, land leveling, filling, clearing, and mowing will be done only upon approval of refuge manager. No drainage by the cooperative farmer will be permitted prior to March 1 of each year. Site inspections and field visits will be necessary as well as detailed documentation in future addendums. Refuge manager is planning to land level field T6733 F58, 60, 61 and T6734 F64 and 65. These fields are not available for cooperative farming in 2025.
5. Location of the refuge share of crops will be designated and outlined, by the refuge manager at least 30 days prior to harvest. In the case of alternate crops for refuge share (i.e., milo for soybeans), the shares will be determined at the time of planting. See attached colored maps for specific locations of refuge share and cooperative farmer share. Crop shares may change through the year as discussed and approved by refuge manager.
6. Refuge crops will be fertilized at the same rate as cooperative farmer share and receive every other similar treatment (pesticides, tillage, etc.). Soil testing on all fields will be accomplished once every three years to increase farm efficiency and conservation. Soil samples must be submitted to Mississippi State University agricultural extension service at no cost to the cooperative farmer. A copy must be provided to the refuge manager.
7. All crops shall be harvested as early as possible with a target date for completion of harvesting operations of November 1, 2025. If unable to meet deadline, cooperative farmer

must notify refuge manager prior to deadline and request entry to refuge property.

8. The refuge share (25%) of the crop will be left in the field. The refuge will receive 25% of planted acres as its share.
9. All cooperator rice fields shall be rolled after harvest and irrigation levees will be rebutted to hold rainfall. This practice shall be accomplished by November 1, 2025.
10. Only approved chemicals (pesticides) may be used on crops. A thorough list is provided as an official letter. Approved post-emergence chemicals will only be used after crop scouting results indicate that pest density is at, or beyond, the economic threshold level. Chemical application on any other vegetation is prohibited. Pesticide application instructions will be adhered to and efforts will be made by the cooperator to reduce use of chemicals through alternative non-chemical pest control techniques. The cooperator will keep accurate records of pesticide applications and furnish a written copy to the refuge manager by December 1, 2025.
11. The cooperator will abide by all appropriate State and Federal regulations pertaining to storage, use, and disposal of hazardous materials (oils, solvents, pesticides, etc.). The cooperator will immediately notify refuge manager in event of any accidental hazardous materials release and take appropriate measures to contain the release. All pesticide containers (empty or full) will be removed from refuge property by the end of each day.
12. No fall disking is allowed without prior approval from refuge manager. Any acreage disked in the fall will require a winter cover crop.
13. All refuge share crop fields and cooperator harvested fields (except rice fields) will be left standing and not manipulated in any way, unless specifically directed to do so by refuge manager.
14. Firearms are not permitted on the refuge and will not be used as a scare device. All refuge regulations will be followed. Shooting feral swine is strictly prohibited.
15. No burning of any kind is allowed on the refuge.
16. The cooperator will leave all refuge boundary signs in existing locations. Any refuge boundary signs destroyed, as a result of the cooperator's operations, shall be replaced by the cooperator and at the cooperator's expense.
17. Before wells are utilized for irrigation purposes, the cooperator will be required to get prior approval from the refuge manager and a condition of use addendum will be added to and made part of this agreement. The cooperator will agree to maintain and fuel all power units operated within the scope of the Farming Agreement. Any damages that result will be repaired or replaced at the cooperative farmer's expense.
18. The cooperative farmer shall report groundwater usage annually to the county NRCS office

and pay reporting fees.

19. The USFWS reserves the right to install pipes and water control structures and construct levees in the case of an emergency which may spot damage or destroy cooperator's crops.
20. Equipment stored on refuge property will be allowed only to the extent used to farm the refuge. Surplus, non-operational, or salvaged equipment will be immediately removed. Miscellaneous farm scrap such as old tires, old rice levee gates and old irrigation pipe will be removed from the refuge. Failure to comply will result in removal at the cooperator's expense.
21. A minimum of one-third of the farmed acres will be limed according to a current Mississippi State University Soil Testing Laboratory analysis. The acres to be limed will be determined by the refuge manager. Fall liming is common in Mississippi; therefore, if the cooperative farming agreement is not renewed the following year, the cooperative farmer forfeits lime expenses at no cost to the government. All crops will be fertilized according to current Mississippi State University Soil Testing Laboratory analysis. A minimum of 170 lbs. per acre of nitrogen will be applied to all corn.
22. A 50-foot undisturbed (no tilling, mowing, spraying and etc.) buffer will be left next to all wooded areas (including young tree plantations), moist-soil units, ditched, canals, water pools, swamps and marshes. Cooperator will mow these buffers on a 3-year rotation, at the discretion of the Refuge Manager
23. The refuge manager/staff will conduct several site inspections of the farm fields throughout the year to assure compliance. Some, but not all, of these site inspections will be signed by the refuge manager and cooperative farmer to illustrate understanding and compliance.
24. Cooperative farmer will inform refuge manager of specific seed types and seed treatments to be used prior to planting. Cooperative farmer must provide written report describing the types and treatments. The use of Genetically Engineered Crops is currently prohibited. Seed treated with neonicotinoids are prohibited from use.

I understand and agree to all special conditions of the Cooperative Farming Agreement.

Cooperator's Signature

Date

Issuing Officer/Refuge Manager

Date

Appendix C. General Conditions that apply to each Cooperative Agriculture Agreement, Carter Tract Farm #3865, Lower Twist Farm #3633, and Yazoo Farm #3794.

- A. Responsibility of Cooperator : (1) The cooperator will furnish the seed, fertilizer, fingerlings, feed, labor, materials, and equipment, and bear all expenses incident to the seeding, stocking, planting, feeding, cultivating and harvesting of all crops, unless otherwise specified in Special Conditions; (2) the refuge Manager must be notified at least three days in advance of any intended harvesting operation; and (3) the Cooperator, by operating on the premises, shall be considered to have accepted the premises with all facilities, fixtures, or improvements in their existing conditions as of the date of this agreement. At the end of the period specified or upon earlier termination, he 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 damage directly or indirectly resulting from negligence or failure on his part, or the part of any of his associates, to use reasonable care.
- B. Use Limitations: The Cooperator's use of the described land is limited to the agricultural or aquacultural purposes indicated, and does not, unless provided for in this agreement, allow him to restrict other authorized entry to, or use of, this area including activities by the Service necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.
- C. Damage: The United States shall not be responsible for any loss or damage to property including but not limited to growing crops, animals, and machinery; or injury to the Cooperator, or his relatives, or the officers, agents, employees, or any others who are on the premises by direction or by the consent of the Cooperator or his associates; or for any damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. The Cooperator agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity: PROVIDED, that when excess precipitation, or other natural phenomenon occurs prior to planting, stocking or during the growing season, alternate or supplementary crops may be planted and the yield may be divided in lieu of the crops and division originally specified herein.
- D. Operating Rules and Laws: The cooperator shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to his operations under this agreement as well as all Federal laws and regulations governing National Wildlife Refuges and the areas described in this agreement. He shall comply with all instructions applicable to this agreement issued by the Refuge Manager. He shall take all reasonable precautions to prevent the escape of fires and shall render all reasonable assistance in the suppression of refuge fires.
- E. Compliance: Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.
- F. Revocation Policy: This agreement may be revoked by the Refuge Manager, upon written notice, for nonuse or noncompliance with the terms, hereof, or for violation of general and/or specific laws or regulations governing National Wildlife Refuges. The agreement is, however, at all times subject to discretionary revocation by the Director of the Service. Upon such revocation, the Service, by and through any authorized representative may take possession of the premises for its own and sole use; PROVIDED, that the Service shall make available to the Cooperator his rightful share of growing crops or livestock.
- G. Termination Policy: If this agreement is terminated by consent of both parties, for lapse of time, or otherwise, the Cooperator shall immediately give up possession to the Service representative reserving the rights specified in section H, below. If he fails to do so, the Service may invoke such legal proceedings as may be appropriate.
- H. Removal of Cooperator's Property: Upon termination or expiration of this agreement, the Cooperator may, within a reasonable period as determined by the Refuge Manager, but not to exceed sixty days, remove all crops, livestock, materials, structures, and/or other equipment, except items furnished by the Service. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.
- I. Transfer of Privileges: This agreement is not transferable and no privileges herein mentioned may by sublet or made available to any person or interest not mentioned in this permit without the written consent of the Refuge Manager. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U. S. Fish and Wildlife Service and the permit shall not be used for speculative purpose.
- J. Officials Barred From Participating: No member of Congress or Resident Commissioner shall participate in any part of this agreement or to any benefit that may arise from it, but this provision shall not pertain to this agreement if made with a corporation for its general benefit.
- K. Nondiscrimination in Employment: The Cooperator agrees to be bound by the Equal Opportunity Clause of Executive Order 11246, which is attached hereto and made part of this agreement.

Appendix D. Pesticides allowable on Refuge farm fields in calendar year 2024.

| Trade Name | Active Ingredient | EPA Registration Number | Max Rate | Notes |
|--------------------------------------|--|-------------------------|-----------------|--|
| Aim EC | Carfentrazone-ethyl | 279-3241 | 2.0 oz/ac | May be tank mixed with glyphosate and Ultra Blazer/Acifin 2L. May be aerially applied |
| Anthem Maxx | Pyroxasulfone, Fluthiacet-methyl | 279-3468 | 5.0 oz/ac | Must have 150 ft buffer to water if applied from ground, may be aerially applied with a 1/4 mile buffer to water. Ground boom height must be less than 4'. Spring time applications only. |
| Arsenal | Imazapyr, isopropylamine salt | 241-346 | 20 oz/ac | May be tank mixed with Roundup Custom. May be applied more than once, but not to exceed 1.5 lbs of acid equivalent (imazapyr) per year. Second application will be at least 10-14 days apart. |
| Clincher SF | Cyhalofop | 62719-357 | 13.5 oz/ac | May be aerially applied with a 150 ft buffer to water |
| Command 3 ME | Clomazone | 279-3158 | 2.66 pts/ac | None |
| Cornerstone- 5 Plus, Plus (Winfield) | Glyphosate, isopropylamine salt | 524-445-1381 | 2.0 qt/ac | May be aerially applied. May be tank mixed with Aim EC, Weedar 64/Shredder Amine 4, and/or Ultra Blazer/Acifin 2L |
| Corvus | Thiencarbazone-methyl, isoxaflutole | 264-1066 | 5.6 oz/ac | Only one application per acre per year |
| Diquat | Diquat dibromide | 81927-35 | 2 gal/ac | Application are to be spaced 14-21 days apart, up to 3 applications per year. |
| Dual II Magnum | s-metolachlor | 100-818 | 1.3 pts/ac | May be aerially applied. No more than 1 application annually |
| Facet L | dimethylamine salt of quinclorac; 3,7-dichloro-8-quinolinecarboxylic acid | 7969-315 | 43 oz/ac | May be applied aerially. Only one application per season. May be applied to unharvested crop, not within 40 days of harvesting |
| Gramoxone SL 2.0, 3.0 | Paraquat dichloride | 100-1431 | 16 oz/ac | May be applied aerially. Variations in buffer distances to surface water vary – 100 ft for aerial and 50 ft for ground applications. May be toxic to bees – spring early in morning or late afternoon and/or night |
| Imitator Aquatic | Glyphosate, N-(phosphonomethyl) glycine in the form of its isopropylamine salt | 19713-623 | 3.75 lbs a.i/ac | None |

| | | | | |
|------------------------------|--|------------|-----------------|--|
| Intimidator | s-metolachlor + metribuzin + fomesafen | 34704-1065 | 4.48 pts/ac | May be applied aerially if wind speed in 3 – 7 mph, not greater. Cannot be applied if Prefix is applied |
| Intrepid Edge | Methoxyfenozide + spinetoram | 62719-666 | 6.4 oz/ac | Ground application only. Product is toxic to bees and pollinators, so spray early in the morning or late evening/night |
| Karate w/Z Tech | Lambda-cyhalothrin | 100-1097 | 1.92 oz/ac | May be applied aerially. May be toxic to bees – spray early in the morning or late evening/night. Minimum distance to surface water is 325 ft if aerially applied |
| Mad Dog Plus | Glyphosate, N-(phosphonomethyl) glycine in the form of its isopropylamine salt | 34704-890 | 3.75lbs a.i./ac | May be aerially applied. May be tank mixed with Aim EC and Ultra Blazer/Acifin 2L. No more than 1 application annually. |
| Makaze | Glyphosate, isopropylamine salt | 34704-890 | 32 oz/ac | May be applied aerially once per year. May be tank mixed with other chemicals per label. Up to two applications per acre per year. |
| Princep 4L | Simazine | 100-526 | 2.0 qts/ac | Ground application only. |
| Procellacor SC | Florpyrauxifen-benzyl | 67690-79 | 2.7 oz/ac | May be applied aerially. |
| Reflex | Fomesafen, sodium salt | 100-993 | 1.5 pts/ac | May be applied aerially. Only 1 application allowed per year |
| Rice Beaux | propanil, thiobencarb | 71085-30 | 5.3 qt/ac | May be applied aerially. Only 1 application allowed per year |
| Rodeo | glyphosate N-(phosphonomethyl)glycine, isopropylamine salt, | 62719-324 | 90 oz/ac | None |
| Roundup - PowerMax 3, ProMax | Glyphosate, potassium salt | 524-549 | 48 oz/ac | May be aerially applied. May be tank mixed with Aim EC and Ultra Blazer/Acifin 2L. No more than 1 application annually |
| Roundup Custom | Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt | 524-343 | 2 qt/ac | None |
| Select 2EC | Clethodim | 59639-3 | 132 oz/ac | Aerial application limited to no more than 16 oz/ac. No more than 1 application annually, regardless of trade name |
| Storm | Sodium acifluorfen & Sodium bentazon | 70506-59 | 1.5 pt/ac | May be tank mixed with Basagran. Ground applications only. May not apply within 30 days of harvest. Must maintain 200 ft buffer to surface water. Only one application per year. |

| | | | | |
|----------------------------|--------------------------------------|----------|------------|---|
| Ultra Blazer/Acifin 2L | Acifluorfen, sodium salt | 70506-60 | 1.0 pt/ac | May be tank mixed with glyphosate and Aim EC. No more than 1 application annually |
| Warrior II w/ Z Tech | Sodium acifluorfen & Sodium bentazon | 100-1097 | 2.5 oz/ac | May be applied aerially with 325ft buffer to water. With ultra-low volume sprayer, a 450ft buffer to water will be used. Ground applications may use a 50ft buffer to water. Must spray early in the morning, late in the evening, or at night to avoid impact to bees. |
| Weedar 64/Shredder Amine 4 | 2, 4-D dimethylamine salt | 71368-1 | 2.0 pts/ac | May be aerially applied. No more than 1 application annually |
| Zidua | pyroxasulfone | 7969-338 | 3 oz/ac | May be applied aerially. |

INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR APPLICATIONS FOR COOPERATIVE AGRICULTURAL OPPORTUNITIES ON A NATIONAL WILDLIFE REFUGE

PLEASE READ THE FOLLOWING CAREFULLY BEFORE FILLING OUT THE APPLICATION:

- Form 3-1383-C (Commercial Special Use Permit) is used by the Refuge for both applications for cooperative agricultural opportunities on the NWRs, as well as for formalizing the Cooperative Agricultural Agreement on the Refuge.
- At the time of application, the applicant does not need to complete all sections of the Commercial Special Use Permit, but does need to ensure that they provide sufficient information in their proposed operations for the Service to rank and score your application based on the objective criteria listed in this Notice.
- Attachment 1 is attached to the Form 3-1383-C as part of your application package.
- Write N/A in any sections that do not appear to be relevant.
- Both the Plan of Operations (Section 18) and the Logistics and Transportation Section (Sections 24a through 30) only need to be completed if you are selected as the Cooperator. These sections will then be completed in coordination with the Refuge Manager prior to any agricultural practices beginning on the refuge.
- The signed and completed Commercial Special Use Permit and executed Annual Work Plan will be the selected Cooperator's authorization for access on and use of the NWR lands.

ATTACHMENT 1

APPLICATION FOR CONSIDERATION

The Theodore Roosevelt National Wildlife Refuge Complex (Complex) is administered by the U.S. Fish and Wildlife Service and consists of eight Refuges in the South Delta of Mississippi and one in Louisiana. In an effort to better manage habitat for migratory waterfowl, the Complex is seeking applicants for our cooperative agricultural program on three separate units. Two of these units are located on Panther Swamp NWR, and one is located on Yazoo NWR. The program is managed using a Cooperative Agricultural Agreement (CAA), with the Cooperators providing all equipment, supplies, and expertise to grow agreed-on crops.

Interested Cooperators should complete the Form 3-1383-C (included below) and answer additional information sections below. Cooperators will be selected through an open and competitive process where applications will be scored and ranked by a panel of Complex employees using the following criteria:

1. Experience and knowledge in cultivation of high quality waterfowl forage, especially personal experience on NWR lands or comparable conservation land.
2. Demonstrated ability to successfully cultivate crops under restrictions such as non-GEC, non-neonicotinoid pesticides, restricted timing of harvest, and limitations on pesticides).
3. Ownership or access to the proper equipment, materials, labor, or other resources to participate in the Cooperative Agriculture Agreement.
4. Proximity of personnel to monitor crops and respond to crop failures or crop health issues.
5. Positive references regarding past performance, experience, and abilities related to crop cultivation.
6. Other relative criteria.

Proposals are to be submitted to the Refuge Headquarters in a sealed envelope marked Cooperative Agriculture Proposal, U.S. Fish & Wildlife Service, 12595 MS Hwy 149, Yazoo City, MS 39194. Envelopes may be submitted either by mail or hand delivery to the refuge office. Proposals may also be emailed to the Theodore Roosevelt complex email at TRNWRComplex@fws.gov. Proposals will only be accepted between January 9th and 26th, 2025. Proposal envelopes must be received in the refuge office by December 24, 2025 at 5:00 pm. All proposals will be opened and evaluated and the individual with the highest ranked proposal will be notified within 5 days of their selection. Unsuccessful applicants will also be notified.

Applicant Information:

Name (Proposal Submitter) _____

Partner (if applicable) _____

Name of Business or Ranch _____

Address _____

Telephone Number _____

E-mail address _____

Liability Insurance Provider and Account # _____

Describe your background, knowledge and experience to meet the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity.

1. Important Dates for Your Proposed Operations (e.g. planting dates, harvest dates):
(Note: Access to fields and drainage will not be permitted until March 1 of each year. Harvest must be completed by November 1 of each year or upon request for extension.)
2. Details on Agriculture Practices (e.g. planting, irrigation, pest control, and harvest methods):
(Note: Experience planting in wet or flooded conditions, operating irrigation equipment (sub-surface wells, diesel power units, levee plows, etc.), applying pesticides under FWS limitations and approvals, and farming heavy clay, poorly drained soils.)
3. Relevant Knowledge and Experience:
(Note: Provide information specifically related to personal experience on FWS lands or comparable land (i.e. state wildlife management areas). Provide information specifically related to experience growing rice.)
4. Ownership or Access to the Following Equipment:
(Note: Challenges of operating in heavy clay, poorly drained soils requires specialized equipment. Tractors and combines equipped with specialized attachments, such as tracks to ensure minimal rutting, ground-applied spray equipment for application of pesticides, other specialized equipment, etc.)
5. Number of Staff, Sub-contractors:
(Note: Sub-contracting is not permitted with the exception of crop consultants, field/insect scouts, certified aerial applicators of pesticides, and custom harvesting if necessary due to weather.)

6. Additional Proposed In-Kind Services to Assist Refuge (e.g. assisting in preparing fields for waterfowl, maintaining refuge roads used for agriculture practices, or repairing or building any necessary infrastructure for the agricultural units):
7. Additional equipment and work force to expand your operation by +1,500 acres. If not available, what will you do to make the adjustments needed for this additional acreage?
8. Do you currently have the finances to manage an additional +1,500 acres? If not, do you know that you can acquire the needed finances? FWS may ask for proof of financing to meet refuge objectives.
9. At this late date, can you acquire the seed that meets refuge requirements? Can you meet our prohibition of using genetically modified crops and seed treated with neonicotinoids?
10. Capabilities to routinely scout crops to allow for a timely application of pesticides to control weeds, insects, and diseases:
11. Location of your farm operation:
(Note: Preference given to cooperators within the local commuting area to ensure rapid response to pest issues, flood conditions, well and/or equipment problems, timely planting and harvest, meeting with refuge staff, etc.)
12. Provide three landowners or references familiar with your background, knowledge, and experience:



COMMERCIAL ACTIVITIES SPECIAL USE PERMIT APPLICATION



National Wildlife Refuge System

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

For Official Use Only:

Approved Permit #:

Station #:

Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

1a) Identify the type of Permit you are applying for: New ☐ Renewal ☐ Modification ☐ Other ☐

1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? ☐ Yes ☐ No

1c) If yes, which refuges?

Applicant Information

2) Full Name: 3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #: 8) Business Fax #:

9) E-mail: 10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity), its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? ☐ Yes ☐ No

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

| Name/Business | Address | Phone # |
|---------------|---------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Activity Information:

13a) Choose a Commercial Activity: **Guided Recreation** ☐ **Audio/Visual Recording** ☐ **Recreation Events** ☐ **Cabins** ☐
Transportation Services ☐ **Agricultural Use** ☐ **Marine Salvage/Storage** ☐ **Mineral Lease** ☐ **Other** ☐

13b) Specify Type of Activity if 'Other' was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones will be used, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes ☐ No ☐ N/A ☐

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes ☐ No ☐ N/A ☐

License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

| License Type | Number | Expiration Date |
|--------------|--------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

| Insurance Type | Carrier | Expiration Date |
|----------------|---------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

| Certificate Type | Expiration Date |
|------------------|-----------------|
| | |
| | |
| | |
| | |
| | |

23) List and attach other Federal, State, or Tribal **permits**, if required:

| Permit Type | Permit Number | Expiration Date |
|-------------|---------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

24a) Does the activity require personnel to stay overnight on the refuge? Yes ☐ No ☐ N/A ☐

24b) If yes, list names of personnel involved:

| List Names | List Names | List Names | List Names |
|------------|------------|------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

| |
|--|
| |
|--|

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

| |
|--|
| |
|--|

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

| Vehicle Type | Plate/I.D./Registration # | Vehicle Type | Plate/I.D./Registration # |
|--------------|---------------------------|--------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

| Vehicle Type | Plate/I.D./Registration # | Vehicle Type | Plate/I.D./Registration # |
|--------------|---------------------------|--------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

| Vehicle Type | Plate/I.D./Registration # | Vehicle Type | Plate/I.D./Registration # |
|--------------|---------------------------|--------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

27a) Is fuel cache needed? Yes ☐ No ☐ N/A ☐

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?
Yes ☐ No ☐ N/A ☐

Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel

Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

31) Signature of Applicant: _____ Date of Application: _____

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form (Commercial) to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to Info_Coll@fws.gov. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

- 1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee 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 permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
- 3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.

14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.

17) Estimate number of clients per day or per season.

18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.

19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.

20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.

21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.

22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.

23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.

24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.

25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.

28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.

29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the

specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**