



Eastern Neck National Wildlife Refuge *Cooperative Agriculture Program*



Attention Farmers and Growers

Refuge Seeks Agricultural Producers for Cooperative Agriculture Program

The U.S. Fish and Wildlife Service is seeking one agricultural producer for a Cooperative Agriculture Program at Eastern Neck National Wildlife Refuge, Rock Hall, Maryland. The producer will have use of approximately 320 acres of land on the refuge for a period of up to 5 years.

Background

Eastern Neck NWR was established in 1962 to provide critical habitat for migratory birds. The refuge's Comprehensive Conservation Plan identifies cropland management as a strategy for providing high energy forage for wintering Atlantic population Canada geese, American black ducks, and other wintering migratory birds. The Service has determined that cooperative agriculture is an appropriate, compatible and necessary use of the refuge to meet this objective.

The Proposed Cooperative Agriculture Agreement

The selected producer will operate under a Cooperative Agriculture Agreement as a "cooperator" with the Service. Under this Agreement, the Service is proposing that the cooperator will be responsible for growing corn, soybeans, and winter wheat on approximately 320 acres. Double cropping winter wheat with corn is required, and encouraged after soybeans. The Service will retain 20% of the corn and soybeans grown in exchange for the exclusive rights to produce and harvest crops within the refuge.

U.S. Fish and Wildlife Service policy prohibits the use of GMOs and neonicotinoids and all pesticides must be pre-approved under a pesticide use permit (PUP) for the refuge.

The producer will be selected through an open, transparent and competitive process where applications will be scored and ranked by the following objective criteria:

- Experience in cultivating the crops listed above, especially personal experience on NWRS lands or comparable land, including intimate knowledge of soil composition, chemistry, moisture, and fertility, water needs, pest problems, and erosion problems.
- Demonstrated ability to successfully cultivate crops under the crop and chemical restrictions listed above (e.g. non-GMO crops, non-neonicotinoid pesticides, restricted timing of harvest).
- Ownership or access to the proper equipment, materials, labor, or other resources to participate in the cooperative agriculture agreement.

- In-kind services to assist the refuge in carrying out a successful cooperative agriculture program (e.g. maintaining roads and other infrastructure used by the cooperator, mowing clover fields, and/or planting winter wheat, etc.).

Applications

Applicants must fill out applicable portions of [FWS Form 3-1383-C](#), and must address in their application how applicant will meet these objective criteria. The application form, maps of the proposed cooperative agriculture area, supplemental application instructions, and examples of a finalized Cooperative Agriculture Agreement can be viewed on the refuge website. Applications can be submitted via email (matt_whitbeck@fws.gov), mail (ATTN: Matt Whitbeck, 2145 Key Wallace Drive, Cambridge, MD 21613), or in person at the Refuge Headquarters (1730 Eastern Neck Road, Rock Hall, MD 21661).

Information Meetings and Site Visits

Information meetings and site visits are available upon request. Please contact Matt Whitbeck (matt_whitbeck@fws.gov or 410-221-2034) to arrange a meeting or site visit.

Plan of Operations

for Cooperative Agriculture Agreement By and

**Between the U.S. Fish and Wildlife Service, Eastern Neck National Wildlife
Refuge and (selected cooperator).**

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) and selected cooperator (Cooperator). This Plan of Operations, in conjunction with Approved Permit # 2022-XX, is the Cooperator's authorization for access and use of lands and resources on Eastern Neck National Wildlife Refuge (NWR, refuge).

Under the CAA, the Cooperator will be responsible for growing corn, soybeans, and winter wheat on approximately 320 acres of the refuge. Double cropping winter wheat with corn is required, and encouraged after soybeans. The Service will retain 20% of the corn and soybeans grown in exchange for the exclusive rights to produce and harvest crops within the refuge.

II. BACKGROUND

Eastern Neck NWR was established in 1962 to provide critical habitat for migratory birds. The refuge's Comprehensive Conservation Plan identifies cropland management as a strategy for providing high energy forage for wintering Atlantic population Canada geese, American black ducks, and other wintering migratory birds. 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.

III. AUTHORITIES

- Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301–08)
- Fish and Wildlife Coordination Act (16 U.S.C. 661–667e)
- Migratory Bird Conservation Act (16 U.S.C. 715)
- National Wildlife Refuge System Administration Act, as amended by the National Wildlife Refuge System Improvement Act (16 U.S.C. 668dd)
- National Wildlife Refuge System Regulations, Economic Uses and Cooperative Land Management (50 CFR 29.1-2 (1960))
- Refuge Revenue Sharing Act (16 U.S.C. 715s)
- 505 Departmental Manual (DM) 2, Procurement Contracts, Grant and Cooperative Agreements
- Service Manual, 620 FW 2, Cooperative Agriculture Use

IV. AREAS INCLUDED IN THIS AGREEMENT

During the term of this Agreement, the Cooperator shall have the exclusive rights to produce agricultural crops on approximately 320 acres within Eastern Neck NWR. Production on such acreage as is described in Appendix 1 (Annual Work Plan) attached hereto and incorporated. Crops will be rotated among available fields on an annual basis to minimize pests and promote soil health.

V. OBLIGATIONS OF THE COOPERATOR

- a. All use of seed, approved pesticides, fertilizers and any other chemicals, materials, or substances must be pre-approved by the refuge manager prior to application and use. Producer will be responsible for controlling weeds and vegetation along ditches, roads and infrastructure within farm units. Producers will use Integrated Pest Management practices and will work to reduce overall chemical usage.
- b. Genetically modified crops (GMCs) or genetically engineered crops (GECs) are not permitted on the refuge.
- c. Crops with neonicotinoid treatments are not permitted on the refuge. Neonicotinoid soil treatments are also prohibited.
- d. Provide all personnel, equipment, labor and supplies needed to produce agricultural crops on the acreage described in the annual work plan, including but not limited to the acreage necessary to produce the harvest and forage crops.
- e. 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. Perform all necessary required maintenance, repairs and improvements of fields and ditches required for the continued agricultural operations.
- g. Perform all repairs identified by the refuge manager from damages caused by Producer.
- h. Cooperator is responsible for the Nutrient Management Plan. A copy of the approved plan must be provided to the refuge manager by December 15th of each year.
- i. Cooperator must maintain a record of dates and rates of application of all fertilizers, pesticides, and lime. Cooperator must submit this information to refuge manager by December 15 of each year.
- j. Johnson grass, mile-a-minute and Canada thistle (noxious weeds) control will be the responsibility of the Cooperator in/around all farmed fields, including waterways/filter strips within fields and buffer strips around fields. Prior to

July 1, Canada thistle, mile-a-minute and Johnson grass must be controlled with glyphosate to prevent seed production. After July 1, control should be by mowing as frequently as necessary to prevent seed production.

- k. Cooperator is encouraged to double-crop soybean fields with winter wheat for harvest. Fields that are double-cropped must have wheat seeded by November 15 and be harvested by July 31. Fields that are not planted with a cover crop may be planted by refuge staff.
- l. Cooperator will plant winter wheat in all corn fields, allow for geese usage throughout the winter, and harvest remaining wheat by July 31
- m. The Cooperator will submit yield/market price tickets and receipts to the refuge manager within 14 days after harvest.

VI. OBLIGATIONS OF THE SERVICE

- a. Provide access to the farm fields during production and harvest season, and any other areas agreed to in writing by the refuge manager and the Producer.
- b. Provide temporary parking area for Producer equipment during crop production and harvest seasons, and designated areas for storage of oil, gas, chemical, or any other products deemed hazardous or dangerous, as outlined in Special Use Permit.
- c. Will not hold Producer liable for crop loss or failure to meet share-in-kind obligations due to natural disaster. Natural disasters include flooding, hail, wind (excess of 60 mph) or drought.

VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

1. 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 the Service immediately of any incidents that may affect the health and safety of any person or wildlife.

2. 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.

3. Annual Agricultural Management Plan

The Refuge Manager or their designee shall prepare an Annual Agricultural Management Plan (“Annual Plan”) with which the Producer shall comply.

- a. The Refuge Manager or their designee will directly oversee implementation of the Annual Plan.

- b. The Annual Plan shall include designated acreage that must be reserved solely for production of the Forage Crop, as well as the Harvest Crop acreage that may be farmed for the benefit of the Producer. The Producer and the Refuge Manager may negotiate to adjust relative acreage based upon Producer's ability or need, as the case may be, to use less or more acreage in order to successfully produce the Forage Crop share.
- c. A meeting to develop the Annual Plan between the Service and the Producer will be held in November of every year to determine agricultural operations on the Refuge for the year.
- d. The Cooperator may not conduct any agricultural practice until the Annual Plan has been signed by the Service and the Cooperator.

VIII. ACCESS & STORAGE.

- a. The Cooperator may commence farming operation any time after the agreement has been signed.
- b. 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 Producer will be notified prior to these restrictions.
- c. All Producer motor vehicles will be registered and licensed in compliance with State law and Federal regulations.
- d. The Producer shall pay the United States of America for any unnecessary damage resulting from the operations herein permitted, and shall repair all damages to roads, trails, ditches, and other improvements.
- e. The Producer will do all in his/her power to prevent and suppress accidental, non-prescribed fires caused by the Producer, and will be held liable for damages and suppression costs resulting from Producer-caused fires, except as may otherwise be allowed under State or Federal laws.
- f. Storage facilities for oil or gas products will be maintained by the Producer in an area designated by the Refuge as stated in the Commercial SUP. The Producer 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. Producer is responsible for any cleanup costs associated with any spills.
- g. The Producer will follow all Refuge regulations. No littering is allowed. No collecting of any animal, mineral or plant parts is allowed.

- h. Cooperator shall park equipment left on the refuge only in designated areas. Chaff, excess soil, or other debris must be removed from equipment prior to parking at or near the maintenance area. Storage or parking of equipment or supplies must be approved by the refuge manager.
- i. Cooperator will remove all equipment from refuge property by November 15th of each year. No equipment is to be stored on refuge property after this date unless prior approval is obtained from the refuge manager.

IX. GENERAL TERMS AND CONDITIONS

In addition the General Terms and Conditions outlined in the Approved Permit # 2018-01, the following apply:

- a. **Use Limitations.** The Producer'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 Contract shall the Producer 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 Producer and the refuge manager.
- c. **Operations.** The Producer 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 Agreement. Producer shall comply with all instructions applicable to this Agreement issued by the refuge manager.
- d. **Modifications.** Modifications to this Agreement shall be made in writing, with the mutual consent of the Producer and the refuge manager.
- 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 his/her/its incentives for engaging in cooperative agriculture on

NWRS lands. These amendments must be mutually agreeable to both parties and within the scope of the existing CAA.

- f. **Assignment.** The rights and obligations of the Producer set forth in this Agreement to carry out particular requirements of the Agreement may be assigned, in part, by the Producer to a third party with written consent from the refuge manager, although the Producer will be held ultimately responsible for insuring all conditions of this Agreement are met in full. Any deviation from these conditions will result in immediate revocation of this Agreement.
- 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 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.

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:

Marcia Pradines Long, Project Leader
Chesapeake Marshland NWR Complex
2145 Key Wallace Drive
Cambridge, Maryland 21613

Cooperator

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

USFWS:

Marcia Pradines Long, Project Leader

By: _____

Date: _____

Cooperator:

Cooperator

By: _____

Date: _____

Appendix 1 – Example Annual Work Plan

APPENDIX 1**EXAMPLE ANNUAL WORK PLAN**

**for Cooperative Agriculture Agreement By and
Between the U.S. Fish and Wildlife Service, Eastern Neck National Wildlife
Refuge and (Cooperator).**

Cooperator: (cooperator)

Refuge: Eastern Neck NWR

The U.S. Fish and Wildlife Service, for and in consideration of the mutual benefits arising hereunder, grants to the Cooperator the named above, the privilege of using lands of the National Wildlife Refuge System indicated above, for the cultivation, production, and/or harvesting of agricultural crops on a share basis as specified below (and as shown on attached maps):

Farm Unit	Field	Crop or Crop Group	Acres	Cooperator's Share (% or Acres)	Government's Share (% or Acres)
All Tracts (See Attached Map)	All	Corn Soybeans Clover Wheat	206.7 122.9 92.3	165.4 ac (80%) 98.3 (80%) NA 100%	41.3 ac (20%) 24.6 (20%) 100% 0%

The refuge's share of the planted crops will be 20%. The refuge share can be standing/unharvested crops and/or the cash value of harvested crops taken in supplies and services to support the refuge farm program.

Therefore, in September of 2022, the Cooperative Farmer must meet with the Refuge Manager (or designee) at least 2 weeks prior to any harvesting so that the Refuge Manager (or designee) may identify/select cropland fields where the refuge's share of corn is to be left standing.

Harvest may not commence until such sites/amounts are designated. Based on the proposed 206.7 acres of corn planned, we expect the refuge share of the corn crop will be 41.3 acres.

Based on the proposed 122.9 acres of soybeans planned, we expect the refuge share of the crop will be 24.6 acres. The refuge will take its share of the soybean crop in supplies and services to support the farm program. The cash value of the refuge share will be based on the average harvested yield and current market price per bushel of soybeans. The Cooperator will submit yield/market price tickets and receipts to the Refuge Manager (or designee) within 14 days after

harvest of soybeans. The Refuge Manager (or designee) will coordinate with the cooperative farmer on the supplies and/or services to be provided.

Special Conditions:

1. The refuge's share of the planted crops can be standing/ unharvested crops and/or the cash value of harvested crops taken in supplies and services to support the refuge farm program. Both parties must mutually agree upon supplies and services provided by the Cooperator as part of the refuge share of harvested crops prior to purchase or implementation.
2. All use of seed, pesticides, fertilizers and any other chemicals, materials, or substances must be pre-approved by the refuge manager prior to application and use. Producer will be responsible for controlling weeds and vegetation along ditches, roads and infrastructure within farm units. Producers will use Integrated Pest Management practices and will work to reduce overall chemical usage.
3. Genetically modified crops (GMCs) or genetically engineered crops (GECs) are not permitted on the refuge.
4. Crops with neonicotinoid treatments are not permitted on the refuge. Neonicotinoid soil treatments are also prohibited.
5. All containers and other litter resulting from farming operations will be removed at the end of each day.
6. The Cooperator may commence farming operation any time after the agreement has been signed.
7. In order to allow for proper rotation of crops grown for the refuge by the Cooperator, specific crops must be seeded/planted and harvested according to the following schedule. Planting and harvesting may not occur during any of the refuge's designated deer hunting days (see refuge manager for current hunt schedule). Any expected deviation from this schedule must be approved by the refuge manager at least two weeks prior to the deadline.

<u>Crop</u>	<u>Planted by</u>	<u>Harvested by</u>
Corn	May 15	October 15
Soybean	July 31	November 14
Winter Wheat	November 15	July 31

8. Cooperator may trap raccoons/woodchucks in accordance with State law and dispatch them humanely, as needed, to minimize crop depredation. Cooperator will coordinate with the Refuge Manager (or designee) before conducting such management activities.
9. Cooperator shall leave a 15' buffer strip (minimum) free of crops around the perimeter of each field, except for where a road exists, to control nutrient runoff and allow vehicle access. Waterways and buffer strips will not be tilled or planted. Cooperator shall maintain grassed waterways and buffer strips where appropriate. Refuge staff may also mow/maintain 15' buffer strips (minimum) and grassland waterways at their discretion.

U.S. Fish and Wildlife Service, Eastern Neck NWR

Approved Permit # 2022-XX

CFDA 15.681

10. The location of the refuge share of crops will be determined by refuge personnel at least two weeks prior to time of harvest. Crops shall be left standing at these specified locations. Harvest may not commence until such locations are designated.
11. Cooperator will not fell or remove any trees that may fall into fields without prior approval from refuge manager.
12. Within wheat fields also designated to be planted in clover Cooperator may only apply herbicides and/or pesticides approved by the U.S. Fish & Wildlife Service (USFWS) approved pesticide use permits (PUPs) and are formulated/approved to NOT harm clover.

USFWS:

Marcia Pradines Long, Project Leader

By: _____

Date: _____

Cooperator:

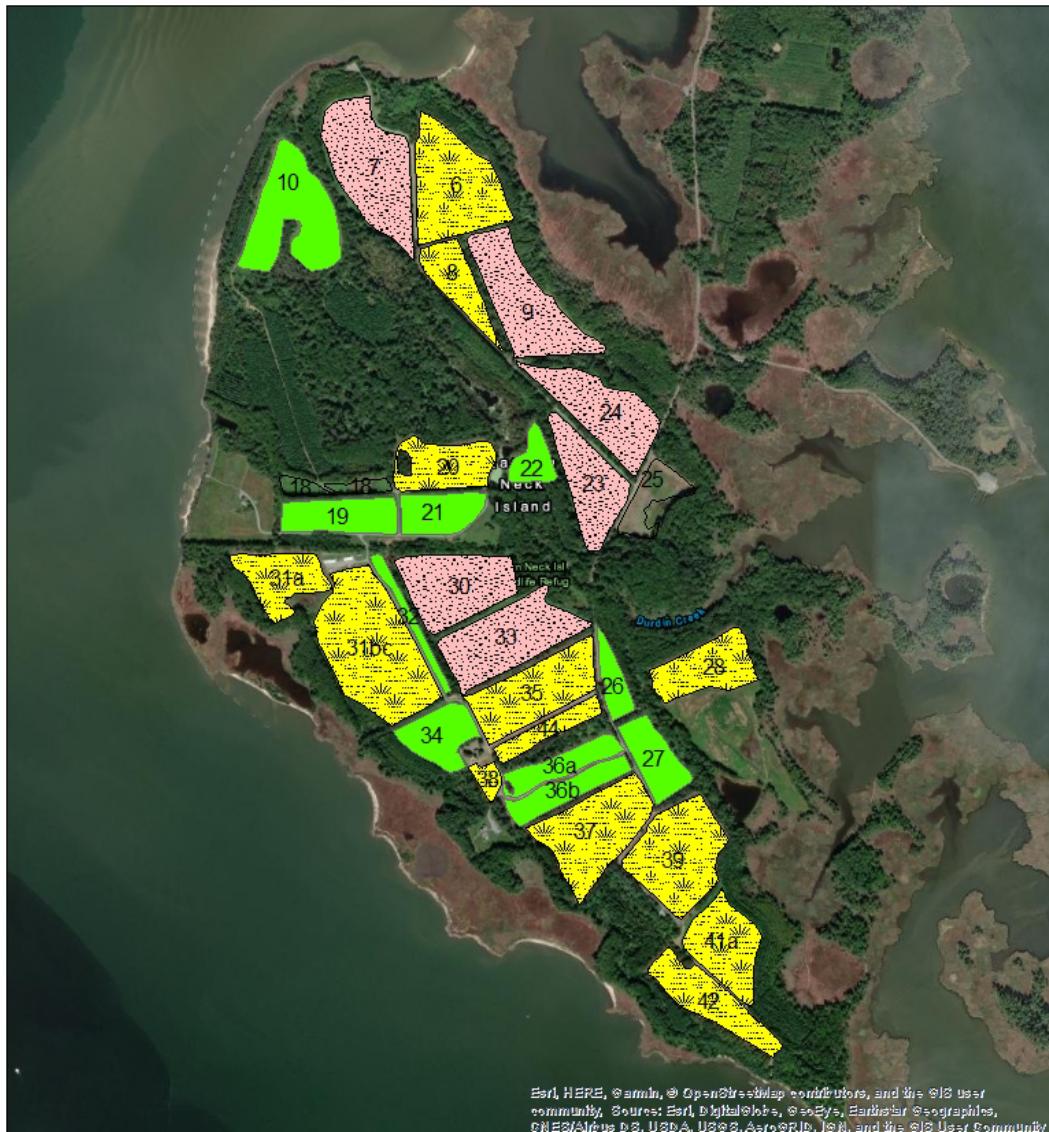
(Cooperator)

By: _____

Date: _____

Planned Crop Locations for 2022

See attached map and/or chart



Legend

- clover
- corn
- soybeans



**Eastern Neck NWR
Crops planned for 2022**

0 0.25 0.5
Miles

November 18, 2021