



U.S. Fish and Wildlife Service

Rocky Flats National Wildlife Refuge *Cooperative Agriculture Program*



Attention Farmers and Ranchers

Refuge Seeks Agricultural Producers for Cooperative Agriculture Program

The U.S. Fish and Wildlife Service is seeking one (or more) agricultural producer(s) for a Cooperative Agriculture Program at Rocky Flats National Wildlife Refuge in Jefferson County, Colorado. The producer(s) will have use of up to 580 acres of potential grazing land on the refuge for a period of 5 years (2023-2028). These lands were previously owned by the State of Colorado Land Board and are often referred to as “Section 16” of the Refuge.

Background

Rocky Flats National Wildlife Refuge was established in 2007 by the Rocky Flats National Wildlife Refuge Act of 2001 (Public Law 107-107). The Act stated that the Refuge would be managed for the following purposes related to native grasslands: restoring and preserving native ecosystems; providing habitat for, and population management of, native plants and migratory and resident wildlife; conserving threatened and endangered species (including species that are candidates for listing under the Endangered Species Act. Invasive plants or “weeds” are a tremendous challenge to the health and diversity of native plants and wildlife habitat on the Refuge. The Refuge’s Comprehensive Conservation Plan (CCP) identifies multiple habitat management techniques, including short-term (or “flash”) grazing, to assist with management of the globally-rare xeric tallgrass prairie present on the Refuge. 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 grazing specific areas within the refuge for weed control and grassland habitat enhancement.

The Refuge does not guarantee that the cooperator will have access to water for grazing purposes.

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

- Experience in cattle grazing, preferably personal experience grazing legally on National Wildlife Refuge System lands or other federal or state land; knowledge of plant structure and lifespan, water needs, pest problems, and grazing periods is preferred.
- Cattle grazers must be from Adams, Jefferson, and Boulder Counties to restrict invasive species introduction and spread.
- Specific grazing areas and stocking rates will be determined on a yearly basis to ensure the Refuge is meeting its management objectives and goals.
- Ownership or access to the proper equipment, materials, labor, or other resources to participate in the cooperative agriculture agreement (e.g. install and remove temporary fence, ability to move cattle on frequent basis, install permanent U.S. Fish and Wildlife Service specific fence, etc.).
- Ability to provide 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, purchasing herbicide, etc.).
- No delinquent bills or debt with the Federal government.
- Grazing fees will be based on USDA, National Agriculture Statistics Service (NASS) rates.

Applications

Complete applications are due by 11:59 PM (MT) on 04/30/2022 to receive consideration. 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 line at: <https://www.fws.gov/refuge/rocky-flats> or by hard copy at the refuge. Applications can be submitted via email (rockyflats@fws.gov), mail (Rocky Flats National Wildlife Refuge, 6550 Gateway Road HQ, Commerce City CO 80022).

Site Visits

Site visits to the refuge's agricultural areas are also available upon request.

For more information about these meetings, requests for site visits, or for additional information on the Cooperative Agriculture Agreement, please call Megan Klosterman, Deputy Project Leader, at (303)729-2262.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE
NATIONAL WILDLIFE REFUGE SYSTEM**

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 agriculture opportunities on the NWRS, as well as for formalizing the Cooperative Agriculture 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 on their proposed operations for the Service to rank and score your application based on the objective criteria listed in the Notice.
- In addition to providing the Service detailed information about your proposed agriculture practices on the refuge, you must also 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. Due to the limited space on the Form, we have provided a template attachment where you can provide this additional information. (See Attachment 1)
- Attachment 1 should be attached to 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 Logistics and Transportations (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 agriculture practices beginning on the refuge.
- The signed and completed Commercial Special Use Permit will be the selected Cooperator's authorization for access on and use of NWRS lands, resources and facilities.

ATTACHMENT 1

Rocky Flats National Wildlife Refuge
6550 Gateway Road HQ
Commerce City, CO 80022
303-289-0232

Application for consideration

Rocky Flats National Wildlife Refuge is administered by the U.S. Fish and Wildlife Service. In an effort to better manage the habitat for wildlife, specifically grassland species, Rocky Flats NWR is seeking applicants for our seasonal grazing program. The program is managed using a Cooperative Agricultural Agreement (CAA), with the cooperators providing in-kind services by helping us manage for wildlife habitat. In-kind services that are most commonly utilized are fence repair, spraying of weeds, and road maintenance. Interested cooperators will be evaluated based on the objective criteria listed in the Rocky Flats National Wildlife Refuge Cooperative Agriculture Program Notice. **Please complete sections 1, 2, and 3 below:**

1) Provide a history statement of your experience grazing or haying for conservation purposes including endangered species, migratory birds, and contact information for land managers (include location, type of operation, and length of time working for the land owner/land management agency). This could include working with adjacent landowners to meet common goals or mutual benefits for conservation or land management activities. History should include the process for planning annual operation plans, goals of the program, program requirements (cost-share projects), reporting requirements, communication/relationship with the land manager:

2) Provide an example/scenario of a management action you implemented to improve operations related to forage production and/or invasive noxious species reduction:

3) What counties will your cattle have grazed in prior to being transported to Rocky Flats National Wildlife Refuge?

Signature _____ *Date* _____



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:

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

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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 caches.)

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.**

**Special Terms and Conditions for Livestock Grazing on
Rocky Flats National Wildlife Refuge
2023-2028**

- Permit is valid January 1st through December 31st each year.
- Permittee will ensure that ranching operations do not start wildfires.
- Permittee will make every effort to minimize disturbance to wildlife.
- Disturbing or changing the landscape or habitat is prohibited except as absolutely necessary for the project (e.g., positive habitat maintenance through grazing is expected).
- Permittee will keep area clean of trash and debris that has blown in from wind. Any items used by permittee will always be removed to a proper facility.

<p>The fenced portion of Woman Creek shall only be grazed during non-growing season.</p>

1. **Description of age classes:** Annual grazing rate for mature cow, cow/calf and bull will be determined by the Regional Office in Denver, Colorado.
2. **Fencing:** All temporary fencing materials needed to contain livestock on agreed upon units will be erected by the permittee. There will be a fee reduction to compensate for labor and fencing supply to upkeep existing fences. Fee reduction specifics are listed on the Special Use Permit. All temporary fencing material **MUST** be removed from the grazing unit within 7 days after the cattle have been moved. Fencing material not removed will result in no fence deduction. Permanent fence will not be allowed.
3. **Vehicles & Off Road Travel:** Vehicles must have identifiable placarding except during roundup/branding events. If formal placarding is not available for the sides of vehicle, an 8.5 x 11 inch paper with the name of company can be used in the front and back windshields.

Off road travel is normally not allowed. Use of trucks, tractors, or other large vehicles for driving or gathering cattle is not permitted except by permission. Horses and ATV's may be used for moving and checking cattle and/or the checking and repair of fences.

Pickups may only be used off road in emergency situations per FWS staff approval.
4. **Notification of Cattle Moves:** Grazing duration for each unit is very weather dependent and can vary significantly. Purpose of grazing has been set forth in the Special Use Permit and discussed with the grazer.

Refuge staff will notify permittee as to entry onto and removal from the refuge dates, staff will also notify permittee when to move cattle. Permittee is not allowed to move cattle without prior Refuge staff approval. The refuge should be contacted in any emergency situations. The permittee will keep an accurate record of in/out dates and number of AUMs grazed.

5. Pesticide Usage: Dust bags, oilers, or other insecticide treatment or sprays may not be used on the refuge. Treated ear tags may be used. Herbicides used by permittee must be approved by FWS as noted in the Plan of Operations for this Cooperative Agriculture Agreement.

6. Supplemental Feeding: Supplemental feeding may be allowed in a grazing unit only if authorized by Project Leader. The refuge requires the use of the small mineral block type feeders. The small supplemental feeders contain mineral blocks and can easily be moved by hand as needed to reduce soil erosion caused by the heavy animal impact. All supplemental feeding devices must be removed from the grazing unit within 30 days after the cattle have been moved. Any devices left after this date will be disposed of by refuge staff.

7. Control and Care of Cattle: Permittee is responsible for maintaining control of their cattle and preventing damage to any neighboring property. Permittee is also responsible for care of his cattle. Refuge personnel will not assist with fence building, watering, and herding or gathering stray animals.

In addition, refuge personnel will not be responsible for cattle that have escaped; Permittee will only be reminded 2 times about loose cattle. If refuge personnel has to call or remind Permittee about loose cattle more than 2 times, Permittee will be asked to remove all cattle and pay all fees up to that date.

8. Watering Livestock: Permittee will be responsible for watering their own cattle.

9. State Livestock Laws: The permittee will be required to comply with all Colorado state livestock laws.

10. Padlocks: The permittee may add their padlocks to Refuge gates on the assigned grazing unit(s).

11. Branding/Tags: The permittee must provide the refuge with the brand and location, along with ear tag colors.

12. Subleasing: No leasing is permitted. Subleasing will result in the permittee losing their Special Use Permit.



13. **Rangeland Improvements:** The permittee may be required to purchase materials needed for rangeland improvements in their grazing pasture and to make payment for these materials at times earlier than the regular fee payment due date. Once invoices or receipts for materials purchased or for work performed are received, the permittee will receive credit toward their end of season grazing bill. Any materials that are credited towards receipts becomes property of the USFWS.

14. **Permit Compliance:** Failure to comply with these terms and conditions may result in forfeiture of future Refuge use or additional fees. Failure to remove cattle after request by Project Leader may lead to a penalty fee of \$1.00 per head/per day. If circumstances arise that do not allow permittee to comply to permit conditions, please provide notice in advance so the permit can be modified accordingly.

15. **Payment:** Payment for the previous year's grazing is due by March 15th of the following year.

Rocky Flats National Wildlife Refuge

Cooperative Agriculture Program: Section 16 Grazing Lease

- Legend**
-  Grazing Not Permitted (60 acres)
 -  Grazing Permitted (~580 acres)

Google earth

Rocky Flats Lake

2000 ft

