



U.S. Fish and Wildlife Service

# **Kern National Wildlife Refuge**

## *Cooperative Agriculture Program*

# **Attention Farmers and Growers**

### **Refuge Seeks Agricultural Producer for Cooperative Agriculture Program**

Kern National Wildlife Refuge is offering a Cooperative Agricultural Opportunity for grazing on the Refuge. The grazing program is intended to modify vegetation structure for the benefit of the endangered Tipton kangaroo rat, Blunt-nosed leopard lizard, San Joaquin kit fox, and the endangered Vernal Pool Fairy Shrimp. Grazing will also be used to reduce the prevalence of non-native plant species.

If selected, the successful applicant will be issued a Special Use Permit (SUP) for the 2023 grazing season, with the option of extending for an additional four years.

Instructions for applying:

- Review the Cooperative Agricultural Opportunity (pages 2-9).
- Complete and sign the Application for Cooperative Agriculture Opportunity (pages 10-13).
- Review the Special Conditions and sign to acknowledge acceptance (pages 14-17).
- Complete and sign the Commercial Activities Special Use Permit Application, (pages 18-26).

Applicants may schedule a tour of the Refuge by contacting management at the number below. In order to be considered, all materials must be completed and signed by Friday, July 21, 2023 and submitted via email or mail to:

Kern NWR Attn: Grazing Program

P.O. Box 670 Delano, CA 93216

Office: (661) 725-2767 ext. 204

[Miguel\\_jimenez@fws.gov](mailto:Miguel_jimenez@fws.gov)

## **Cooperative Agricultural Opportunity**

The U.S. Fish and Wildlife Service (Service) is soliciting proposals from qualified individuals to enter into a Cooperative Agricultural Agreement (CAA) with Kern National Wildlife Refuge (Refuge) in Kern County, California. The purpose of the CAA is to use cattle grazing to support the Service's conservation and resource management objectives. The Service has determined that cooperative agriculture is an appropriate, compatible, and necessary use of the Refuge to meet these objectives.

The Refuge proposes to use cattle grazing to modify vegetation structure, density, and composition on Units 10, 11, 12 and 13 of Kern NWR. The selected applicant will operate under a CAA as a "cooperator" with the Service. In this capacity, the cooperator will work closely with Refuge management to achieve vegetation target conditions intended to benefit plants and wildlife, especially the endangered Tipton kangaroo rat, Blunt-nosed leopard lizard, San Joaquin kit fox, and the threatened Vernal Pool Fairy Shrimp. Applicants will possess the professional knowledge, aptitude, and resources to manage annual grasslands for the benefit of the wildlife species. The cooperator is required to own all cattle grazing on the Refuge. No subleasing is allowed. The cooperator will have use of up to 2,871 acres in Units 10, 11, 12, and 13 of the Refuge for the 2023 season, with the option to extend for an additional 4 years.

### *Period of Performance*

The period of performance for the CAA will be 5-years, extending from November 1, 2023 through October 31, 2028, or until either party provides at least 30 days' notice of intent to terminate the CAA. The period of performance cannot be extended beyond the 5-year period. Upon the conclusion of the 5-year period of performance, the Refuge will publish a new notice of cooperative agricultural opportunity and again issue a CAA using a competitive process based upon objective criteria.

### *Lease Pricing*

The initial rate that will be included within the CAA will be \$10.50/AUM, with an AUM being defined as Animal Unit Equivalent (AUE) grazing for one month. For the purposes of the CAA, one Animal Unit (AU) will be defined as one mature cow, two years old and above, dry, or including a nursing calf less than 6 months of age. Initial AUE values will include those outlined in Table 1.

### *Annual Grazing Period*

Grazing will occur annually, if there is enough residual dry matter (RDM) to sustain the grazing program, and when soils are sufficiently dry to prevent damage and compaction. As such, the grazing period typically begins on November 1<sup>st</sup> and extends through April 30<sup>th</sup> of the following year. The length of the annual grazing period may be adjusted (increased or decreased) and is highly dependent upon rainfall, forage availability, vegetation target conditions, infrastructure needs, and/or other unforeseen circumstances. The intent of the CAA is to establish a flexible multi-year agreement between cooperating parties that meets the management objectives of the Refuge.

Table 1: Proposed animal and class categories and associated animal unit equivalent (AUE) values.

Animal and Class	Animal Unit Equivalent (AUE)
Cow	1.00
Cow/Calf Pair	1.00
Bull	1.50
Yearling	0.80
Modified from Grazing Handbook - A Guide for Resource Managers in Coastal California ( <a href="http://www.carangeland.org/images/GrazingHandbook.pdf">http://www.carangeland.org/images/GrazingHandbook.pdf</a> )	

Billing Period

Billing and reconciliation of cost-sharing incentives will be administered after the end of the grazing season. Billing of grazing fees and reconciliation of cost-sharing incentives will be administered in coordination with the federal fiscal year, and will be completed in October of each year, following the end of the previous fiscal year.

Liability Insurance Requirements

The cooperator and any subcontractors will be required to maintain insurance policies with the following coverage limits. The cooperator will be required to endorse the Service as an additional insured on said insurance policies.

Workers' compensation and employer's liability

The cooperator is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

General liability

(1) The USFWS requires bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

Automobile liability

The USFWS requires automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Selection Process

The cooperator will be selected through an open, transparent, and competitive process, where applications will be scored and ranked based upon objective criteria (Table 2) and written responses to application questions (pages 10-13). The Refuge will notify all applicants individually within 45 days after the closing of the opportunity notice.

Table 2. Selection criteria used to rank and select grazing cooperator at Kern NWR.

<b><i>Ranking Criteria</i></b>	<b><i>Eligibility/Ranking Score</i></b>	
Ability to graze for the total length of time and recommended stocking rate or until target vegetation conditions are achieved.	Yes (eligible)	No (not eligible)
Ability to move livestock between management units or remove them from the Refuge within two days' notice.	Yes (eligible)	No (not eligible)
Ability to install, operate and maintain the necessary infrastructure to meet the needs of the grazing program, including fencing, corrals, gates, and water systems.	Yes (eligible)	No (not eligible)
Current ownership to the equipment (e.g., trucks, trailers, fencing tools, water pumps, horses, etc.) and staff necessary to manage grazing operations and maintain and improve grazing infrastructure.	Yes (eligible)	No (not eligible)

Ability to immediately respond to emergency situations such as escaped livestock, fencing breaches, water system failures, wildfires, or other circumstances affecting public or livestock health and safety.	Yes (eligible)	No (not eligible)	
Ability to inspect livestock and infrastructure on a daily basis.	Yes (eligible)	No (not eligible)	
Delinquent on any prior stipulations or public lands.	Yes (not eligible)	No (eligible)	
Ability to maintain liability insurance as stated above.	Yes (eligible)	No (not eligible)	
Current status as a ranching cooperator on private land or a grazing lease holder on public lands.	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)
Experience managing livestock for plant and wildlife habitat improvement on federal or state lands.	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)
Experience managing livestock to conserve special status species (such as grazing habitat to benefit vernal pool fairy shrimp, blunt nosed leopard lizards, Tipton kangaroo rats, and San Joaquin kit fox).	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)
Experience grazing to benefit migratory species (e.g. sandhill cranes, Canada geese).	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)
Experience/ability providing in-kind services to assist the refuge in carrying out successful cooperative agriculture program (e.g. <i>Pay contractors to fix/maintain water systems, maintaining water troughs and other infrastructure used by the cooperator</i> ).	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)
Ability to maintain a stocking rate into late spring/early summer in years with sufficient or abundant annual rainfall, or to remove all cattle in early winter in years of insufficient plant.	< 5 years (1pt)	5-10 years (2pts)	> 10 years (3pts)

Kern National Wildlife Refuge

The U.S. Fish and Wildlife Service is the primary Federal agency responsible for conserving, protecting, and enhancing the nation’s fish, wildlife, and plant populations, and their habitats for

the continuing benefit of the American people. Consisting of approximately 11,249 acres, Kern NWR was established in 1960 to provide wintering habitat for migratory birds with an emphasis on waterfowl and waterbirds and provide suitable habitat for several endangered species while preserving a remnant example of the historic valley uplands in the San Joaquin Desert.

Kern NWR is situated on what was once the largest freshwater complex in the western United States and is home to natural desert uplands, a relict riparian corridor, and developed marsh. This habitat provides nesting, foraging, and cover for a variety of threatened and endangered species. Resident, migratory, and threatened and endangered species, as well as native plants, continue to occur on these lands throughout the year. While some of these species are found on and use private property, their last stronghold in the southern Valley may be the Kern National Wildlife Refuge Complex.

#### Grazing Units 10, 11, 12 and 13

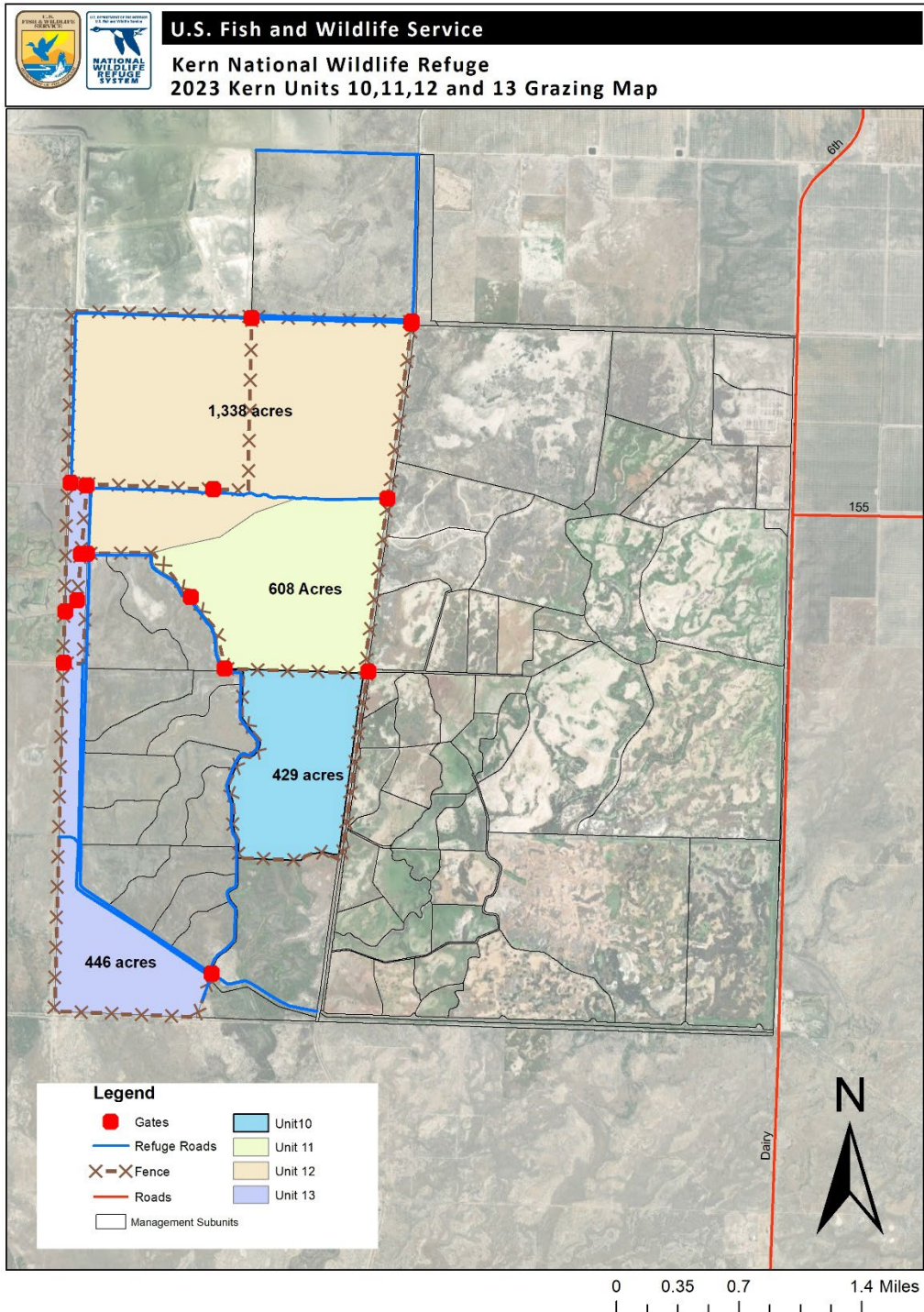
Unit 10 (429 acres), Unit 11 (608 acres), Unit 12 (1,338 acres), and Unit 13 (446 acres) are all located west of Goose Lake Canal on the west side of the Kern NWR (Figure 1). Grazing activities under the CAA will be for a total of 2,871 acres.

#### Grassland Management

The Service proposes to use seasonal grazing as a tool to reduce abundance of non-native grasses, measured by residual dry matter (RDM) surveys. RDM surveys are used as a measure of habitat suitability for the movement of Tipton kangaroo rats and blunt-nosed leopard lizards. Refuge management and the cooperator will work closely together to achieve vegetation targets. Operations will generally occur from November through April of each year, although the specific timing of grazing will often be influenced by precipitation and growing conditions.

The uplands in all units consist of a combination of grassland and alkali playa complexes along with Valley sink scrub habitat. These units are typically dominated by iodine bush, suaeda, alkali heath, spikeweed, goldfields, and nonnative grasses (bromes and fescues). Unit 10 also contains sporadic patches of salt cedar (*tamarisk sp.*)

Figure 1. Kern National Wildlife Refuge Complex with all grazing units highlighted. Map also contains current infrastructure locations.



Infrastructure

Kern NWR is located in Kern County, approximately 19 miles west of Highway 99 in Delano, CA. The headquarters is at the intersection of Corcoran Rd (aka 6<sup>th</sup> Ave., Dairy Ave.) and Garces Highway. All units are located on the west side of Goose Lake Canal which runs north/south and splits the Refuge into a distinct western portion and a distinct eastern portion. These units do not have a reliable water source and the cooperator will likely have to truck in water on a daily/regular basis. See existing fencing, gate, and road locations in Figure 1.

As part of the grazing program, the cooperator will be responsible for upgrades and maintenance of all grazing infrastructure. As such, the cooperator will be expected to participate in a cost-sharing program, where maintenance related expenses such as equipment, supplies, and labor will be deducted from annual grazing fees per Service guidelines (Table 3). Infrastructure repair, associated supplies, and labor will also be deducted from annual grazing fees. Cooperator will be required to submit copies of all receipts and expenditures along with a summary of those expenses.

The grazing cooperator may also propose maintenance or infrastructure projects on the Refuge, and following the approval of Refuge management, the cost of such projects will be deducted from annual grazing fees.

Table 3. Proposed cost-sharing management activities and associated deductions values.

<b>Management Activity</b>	<b>Cost-Share Deduction Value (hourly rate)</b>
<sup>1</sup> Use of personal heavy equipment.	\$80.00
<sup>2</sup> Labor	\$25.00
<sup>1</sup> Use of heavy equipment may include, but not limited to, backhoe and skid steer for infrastructure improvements, repairs, and maintenance.	
<sup>2</sup> Labor will vary widely, but generally include activities related to infrastructure improvements, repairs, and maintenance.	

Historical Land Use

Historic records indicate that approximately 1400 acres on the west side of the Kern NWR were cultivated for farming and were partially leveled. Numerous levees and canals were also constructed to facilitate water distribution and drainage. It is unknown exactly when farming ceased in the area. Since the establishment of the Refuge Units 10, 11, 12 and 13 have been managed for endangered species and non-native grasses are managed through a closely monitored cattle-grazing program.

Refuge staff annually monitor the amount of grass remaining in the units after the cattle are removed to ensure that the unit meets its habitat requirements and goals for the endangered species.

### *Climate and Weather*

The southern San Joaquin Valley is very dry and categorized as desert climate. The hot season lasts for about 3.5 months from June through September. The average daily high temperature for Delano, California, east of the Refuge, during the hot season is above 91 °F. The hottest month of the year is July with an average high of 99 °F and an average low of 66 °F. The cool season lasts for 3 months from late November through February and is characterized by dense tule fog. The average daily high temperature during the cool season is below 65 °F. The coldest month is December with an average low of 39 °F and high of 58 °F. The average annual precipitation is 10 inches. The wetter season lasts 5 months from November 9 to April 12. Temperatures range from average lows near 38 °F in the cool season to average highs of 99 °F during the hot season.

# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

### COOPERATIVE AGRICULTURAL OPPORTUNITY APPLICATION

*APPLICANT INFORMATION:*

Name:

Business Name:

Mailing Address:

Tax ID #:

Phone Number:

Work

Cell

*GRAZING SELECTION CRITERIA:* Please describe your ability to fulfill the criteria listed below. Attach additional pages if necessary.

1. Describe your current status as a ranching cooperator on private land or a grazing lease holder on public lands.
2. Describe your ability to graze for the total length of time and recommended stocking rate or until target vegetation conditions are achieved.
3. Describe your ability to move livestock between management units or remove them from the Refuge within two days' notice.

4. Describe your ability to install, operate and maintain the necessary infrastructure to meet the needs of the grazing program, including fencing, corrals, gates, and water systems.
5. Describe your ownership to the equipment (e.g., trucks, trailers, fencing tools, water pumps, horses, etc.) and staff necessary to manage grazing operations and maintain and improve grazing infrastructure.
6. Describe your ability to immediately respond to emergency situations such as escaped livestock, fencing breaches, water system failures, wildfires, or other circumstances affecting public or livestock health and safety.
7. Describe your ability to inspect livestock and infrastructure on a daily basis.
8. Describe how you have managed livestock for plant and wildlife habitat improvement on federal or state lands. How many years of experience do you have doing this?
9. Describe how you have managed livestock to conserve special status species (such as grazing habitat to benefit vernal pool fairy shrimp, blunt nosed leopard lizards, Tipton kangaroo rats, and San Joaquin kit fox). How many years of experience do you have doing this?
10. Describe your experience grazing to benefit migratory species (e.g. sandhill cranes, Canada geese). Please include number of years' experience.

11. Describe your ability to maintain a stocking rate into late spring/early summer in years with sufficient or abundant annual rainfall, or to remove all cattle in early winter in years of insufficient plant.
  
12. Are you or have you been delinquent on any prior stipulations or public lands? If so, please explain.
  
13. Are you able to maintain liability insurance as stated above?
  
14. Describe your experience/ability providing in-kind services to assist the refuge in carrying out successful cooperative agriculture program (e.g. *Pay contractors to fix/maintain water systems, maintaining water troughs and other infrastructure used by the cooperator*).

*Livestock Operating Experience:* Please provide information for each property that you currently graze. Attach additional sheets if necessary.

Property Name:

- a) Location and size (acres):
  
- b) Description of rangeland/vegetation/topography:
  
- c) Season of use:
  
- d) Specific wildlife or plant habitat objectives:

e) Number and type of livestock grazed:

f) Name and contact information (telephone, email) of landowner or property manager:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



United States Department of the Interior  
FISH AND WILDLIFE SERVICE  
Kern National Wildlife Refuge  
10811 Corcoran Rd. Delano, CA 93215

**SPECIAL USE CONDITIONS FOR COOPERATIVE AGRICULTURAL OPPORTUNITY**

The Service is seeking grazing applicants with the flexibility to adapt their grazing operations to unpredictable meteorological and ecological conditions while striving to achieve target vegetation conditions to benefit plant and wildlife species. The terms and conditions for the CAA are established in accordance with the Code of Federal Regulations 50 CFR 29.2 and U.S. Fish and Wildlife Service Policy 620 FW 2. The Service reserves the right to modify the grazing period, animal unit months or terminate the CAA if habitat conditions warrant. The cooperators will possess, at a minimum, the ability to meet the following qualifications:

1. Grazing periods/objectives: The grazing period will coincide with the federal fiscal year (FY), which runs annually from October 1 through September 30 of the following year. The Service does not guarantee grazing opportunities during all or any specific portions of the grazing period.

a. Anticipated/planned stocking rates, periods of use, and turn-in and turn-out dates are subject to change by the Service in response to variable rainfall, flood conditions, forage conditions, infrastructure, wildlife, refuge management needs, or other unforeseen factors. Once grazing objectives are met for a grazing unit, the grazing cooperator will be required to remove all livestock from that unit of the Refuge until the following grazing period, unless specific conditions and arrangements have been made with the Service.

- i. If flooding conditions occur, livestock removal may be required at the discretion of the Refuge Manager. It is the responsibility of the cooperator to locate alternative sites for livestock under flooding conditions. In the event of flooding, grazing fees will be re-calculated to reflect actual grazing days and costs.
- ii. The Refuge will not guarantee a head count during, or at the end of, the grazing season as this is the responsibility of the cooperator. Each movement of livestock between grazing blocks will be conducted as a single event, not taking more than one day to complete. All wayward/missing livestock within previous grazing blocks will be located and moved within 2 days.

2. Grazing areas: Grazing will be restricted to designated areas of the Refuge as indicated on the Special Use Permit. Stocking rates and grazing time periods are dependent upon availability of forage and habitat management objectives as determined by the Refuge Manager. The cooperator will be responsible at all times for containing livestock within the permitted areas on the Refuge. The cooperator is responsible for ensuring that livestock do not access areas closed to grazing. Livestock will not be allowed to freely roam between two adjacent management units, unless prior written approval is obtained from the Refuge Manager.

3. Reporting: The cooperator will notify the Refuge Manager within 5 days of changes in livestock numbers and/or their locations (including movements between grazing units on the Refuge and on or off the Refuge property). An accurate record of these movements will be provided within 24 hours of

request to the Refuge Manager. An annual report/summary of stocking rates, locations, and turn-in turn-out dates will be provided to the Refuge Manager at the end of each grazing period. Refuge Manager will provide a blank summary form to the cooperator.

4. Authorized access: The cooperator is authorized to access only those areas open to grazing; all areas not open to grazing are strictly off limits. The unauthorized use of management units, for grazing or any human activity, may result in revocation of CAA.

- a) Portions of the Refuge are open to the public, but public access routes are limited and restricted. The access routes for grazing cooperators are only authorized for individuals conducting activities related to grazing services and facilities maintenance.

5. Motor vehicles: Motor vehicle travel is restricted to mowed, maintained roads, and existing two-track roads. The only exceptions are to access animals in need of medical attention or to address infrastructure repairs. Otherwise, walking and horseback are the only permissible modes of transportation off-road or on un-mowed/unmaintained roads. If off-road driving is necessary, the Refuge Manager will be contacted, and written permission will be obtained prior to such activities. Due to year-round fire conditions, ATVs/UTVs may only be used on mowed and maintained roads.

6. Equipment: Any use of mechanized equipment on the Refuge by the cooperator must be approved by the Refuge Manager prior to commencement of work.

7. Facilities: The cooperator will be responsible for maintaining all existing facilities that are used for the grazing program including: fences, gates, corrals, watering systems, etc.

- a) Temporary fencing: The cooperator will be responsible for the provision, installation, maintenance, and timely removal of temporary facilities including electric fence, gates, water tanks and troughs. No other temporary structures will be permitted without the prior written consent of the Refuge Manager.
- b) Permanent fencing: The cooperator must maintain any permanent fencing used as part of the grazing program, making necessary repairs prior to the arrival of livestock.
- c) Watering facilities: The cooperator must maintain the area around water troughs/tanks so they do not become excessively eroded and rutted, and also control weed species in those areas with herbicide treatments (herbicides and their applications must have prior approval by the Refuge Manager).
  - i. Water systems and water courses may not be altered or changed without prior written consent of the Refuge Manager.
  - ii. If water system repairs must be made and digging to access existing waterline/valve, Refuge Manager must be notified prior.
- d) Purchasing materials: With prior approval from the Refuge Manager, the cooperator may purchase materials and then deduct those costs from annual grazing fees. No repairs will be initiated without first obtaining approval from the Refuge Manager, except fencing repairs. The cooperator shall provide U.S. Fish and Wildlife Service with all receipts and other documentation regarding the costs of approved repairs, and the Refuge Manager will determine the amount to be deducted from the cooperator's grazing fees to compensate the cooperator for such repairs. Costs for unauthorized repairs or improvements are to be borne by the cooperator and will not be deducted from the grazing fees owed to the Service. All

permanent structures constructed or placed on the Refuge become the property of the Service unless determined otherwise by the Refuge Manager in writing.

8. Pesticides: The cooperator must obtain written approval from the Refuge Manager prior to the use of pesticides or hormone treatments. This stipulation also applies to livestock that are scheduled to be moved to the Refuge in the future. After gaining approval, the name of the pesticide or hormone will be included within the annual "Record of Payments."

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

9. Disease: The cooperator must comply with State of California health and sanitation requirements. If a disease is suspected or known to exist within the livestock on the Refuge, the cooperator must inform the Refuge Manager immediately.

10. Nutritional supplements: Supplemental feeding will not be permitted, except with written permission by the Refuge Manager due to extenuating circumstances. Use of minerals (salt or protein) will be allowed. Salt blocks and protein blocks/supplements (if used) must be at least 250 ft from the nearest water unless approved in writing by the Refuge Manager, must be moved at least every 30 days, and must be removed immediately from the grazing block after animals have been moved.

11. Domestic animals: Domestic animals on the Refuge, such as dogs used in guarding/moving livestock, must have current vaccinations and be in control of the owner at all times. Dogs are not allowed to roam freely outside of the active grazing blocks, or chase wildlife on the Refuge.

12. Ammunition and firearms: Approval will be obtained from the Refuge Manager prior to bringing firearms onto the grazing areas of the Refuge. The only permitted use of firearms by the cooperator within the grazing areas on the Refuge will be to euthanize sick or injured livestock, or those that pose a threat to human safety (e.g., escaped cattle on roadways). The Refuge Manager will be contacted within 24 hours of euthanasia of an animal. The location and specifics of the euthanasia will be provided.

- a. The use of lead bullets to euthanize livestock is forbidden on the Refuge. Only the use of non-lead ammunition is allowed.

13. Trespass (private property): Under no circumstances is the cooperator to trespass onto neighboring properties of the Refuge. If there is a perceived need to enter a private property, the Refuge Manager will be contacted to address such needs.

14. Trespass (Refuge property): The cooperator must immediately notify the Refuge Manager of suspected trespass events (e.g., cut fences, illegal hunting, driving on Refuge, etc.).

15. The cooperator is not authorized to change, alter, or interfere with a contractor conducting business with or on behalf of the Service. Any concerns must be directed to the Refuge Manager.

16. Damages: The Fish and Wildlife Service shall not be held responsible for any loss or damage of property on or off the Refuge, or injury to the cooperator or their representatives, or for any damages caused by wildlife or employees/representatives of the federal government carrying out their official responsibilities.
- a. Any damages occurring to the Refuge or adjacent private properties resulting from the cooperator, their representatives, and/or equipment shall be the sole responsibility of the cooperator. In such cases, the cooperator shall be responsible for expenses, repairs, or other agreed upon forms of compensation.
17. Billing: Billing of grazing fees and reconciliation of cost-sharing incentives will be administered in coordination with the federal fiscal year, and will be completed in October of each year, following the end of the previous fiscal year. Grazing fees will be reduced by cost of labor and cost of materials for fence building/maintenance; materials will become the property of U.S. Fish and Wildlife Service. Labor will be credited at \$25.00 per hour.
18. Any failure to comply fully with the above conditions may result in the revocation of the CAA. Failure to comply with the CAA may also result in denial of future grazing agreements.
19. Prior notice to cancel the CAA must be provided, by either party, at least 30 days in advance.

***By signing below, the cooperator applicant agrees to abide by the outlined Special Conditions of Use.***

Name: \_\_\_\_\_

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:

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 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](mailto: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.**