

Plan of Operations for Cooperative Agriculture Agreement
By and Between
The U.S. Fish and Wildlife Service
Columbia National Wildlife Refuge &
COOPERATOR NAME
COOPERATOR ADDRESS

I. PURPOSE

The purpose of this Plan of Operations is to outline the terms and conditions of the Cooperative Agriculture Agreement (CAA) by and between the United States Department of Interior, Fish and Wildlife Service (Service) and [Title of Cooperator] (Cooperator). This Plan of Operations, in conjunction with Approved Permit #XXXXXX, is the Cooperator's authorization for access and use of lands and resources of the Columbia National Wildlife Refuge. The Refuge is administered by the U.S. Fish and Wildlife Service within the Department of the Interior.

Under the CAA, the Cooperator will have the exclusive rights to employ farming as a habitat management tool on 457.8 acres of the refuge for the benefit of wintering and migratory waterfowl and migratory sandhill cranes. This plan of operations for the Columbia National Wildlife Refuge (Refuge) is a step-down plan of the Comprehensive Conservation Plan (CCP) and Environmental Assessment for the Columbia National Wildlife Refuge (USFWS 2011). The plan provides management direction for farm fields of the Refuge by focusing on important groups of wildlife identified in the CCP planning process. The prescriptive farming activities were determined to be a compatible use. Farming is a habitat management tool which, consistent with the Biological Integrity, Diversity, and Environmental Health policy (603 FW 3), may be used to meet resource management objectives on units of the National Wildlife Refuge System (6 RM 9.1).

This plan also defines the process by which the farming program will be administered and further delineates the requirements and restrictions of a Cooperative Agriculture Agreement (620 FW 2).

II. BACKGROUND

The U.S. Fish and Wildlife Service established the Columbia National Wildlife Refuge in 1944, in part, to protect and enhance habitat for migratory waterfowl. The Refuge currently consists of 29,656 acres, of which 744 acres are farmed to provide a food source for migratory and wintering waterfowl, sandhill cranes, and other migratory birds. These farm fields receive sustained waterfowl use from fall through spring and provide quality forage, which improves waterfowl health and survival. Approximately 8,000 to 14,000 waterfowl use the Refuge during migration. Up to 27,000 waterfowl overwinter within the Refuge. The purpose of growing crops on the Refuge is to effectively provide the food source needed by wintering and migratory waterfowl and other birds following wetland loss throughout the flyway. Farm fields on the Refuge are managed to provide appropriate nutrition for migratory and wintering waterfowl. The positive and negative effects of farming programs are explored in depth in the Refuge CCP (USFWS 2011).

III. AUTHORITIES

- National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act (16 U.S.C. § 668ddee)
- National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57
- Migratory Bird Conservation Act of 1929 (16 U.S.C. § 715i)
- Refuge Revenue Sharing Act of 1935 (16 U.S.C. § 715s; 92 Stat. 1319)
- Endangered Species Act of 1973, 16 U.S.C. § 21531 - 1544
- Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j
- Fish and Wildlife Coordination Act (16 U.S.C. 661-667e)
- Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301-08).
- 505 Departmental Manual (DM) 2, Procurement Contracts, Grant and Cooperative Agreements.
- National Wildlife Refuge System Regulations, Economic Uses and Cooperative Land Management (50 CFR 29.1-2 (1960)).
- Service Manual, 620 FW 2, Cooperative Agriculture Use

IV. AREAS INCLUDED IN THIS AGREEMENT

During the term of this Agreement, the Cooperator shall have exclusive rights to farm 457.8 acres of the refuge. Farming on such acreage as is described in Appendix A (Annual Work Plan) attached hereto and incorporated.

V. OBLIGATIONS OF THE COOPERATOR

- A. Habitat Management Objectives: Wildlife, especially migratory and overwintering waterfowl, sandhill cranes, and other migratory birds, is the primary purpose for all farming on the Refuge. Harassment (hazing) of any wildlife under any circumstances on any refuge land is strictly prohibited. Based upon an approved annual plan, the Service shall provide to the Cooperator exclusive farming rights on fields 69-74 (Corfu) and Para fields of Columbia NWR. The Cooperator shall provide the necessary supplies, equipment and expertise to successfully grow crops according to the Annual Work Plan.
- B. Expected Wildlife Benefit: All management projects conducted will have direct benefits to fish and wildlife on Columbia NWR. These benefits will continue to be documented and monitored by the Service. Benefits anticipated as a result of this agreement include providing forage for migrating and wintering geese and waterfowl and providing forage for migrating lesser sandhill cranes.
- C. Shared Personnel: Each party agrees to provide personnel at a level appropriate to its role in planning, implementation, and oversight of the projects. Such a share-in-kind principle will assure that both parties will receive mutual benefits from the management of Columbia NWR.
- D. Pest Control: **Any application of herbicides, pesticides, or bio-controls on the refuge must be approved in advance by the Service.** The Service's approval process begins with

a request submitted by the cooperator to the Refuge Manager which must include documentation of the problem, proposed application dates, amounts, methods, and chemicals or bio-control agents requested for use. The request should be submitted concurrent with the annual work plan and will include a completed pesticide use record sheet for the previous season. An approved Pesticide Use Proposal (PUP) is required before pesticide application and Cooperator is required to follow the associated guidelines. The Service will notify the cooperator when and if approval is received. All chemical application must be done in accordance with the Washington Department of Agriculture and Service regulations and label instructions.

Neonicotinoid chemical cannot be used. The Cooperator may be required to post fields and/or provide maps (GPS coordinates) after pesticide application. The Cooperator is required to report pesticide/herbicide use by December 1.

- E. Refuse: Refuse may not be dumped, stored or otherwise disposed of on refuge lands without the permission of the Service Refuge Manager. Cooperator is responsible for removing all equipment and refuse resulting from operations on Refuge land by October 31.
- F. Damage: The United States shall not be responsible for any loss or damage to property; or injury to the Cooperator or his representatives; or for any damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. Upon termination of this CAA, the Cooperator shall leave the fields in as good order and condition as when received except for (a) alterations approved by the parties for restoration and management improvements, and (b) reasonable wear, tear or damage occurring without fault or negligence, including without limitation flood damage. Cooperator shall be responsible for repairing damage to any government owned fields, roads, dikes, equipment or facilities, beyond normal wear and tear, resulting from their use of the refuge.
- G. Soil Testing and Fertilization: Soil testing, liming and fertilization are conducted at the expense of the cooperator. Soil testing will take place as deemed necessary to determine if there is a need for soil supplements.
- H. Operating Rules and Laws: The Cooperator shall keep the Unit(s) in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to its operations under this CAA as well as all Federal laws and regulations governing National Wildlife Refuges. The Cooperator shall comply with all instructions issued by the Refuge Manager applicable to this CAA. Other pertinent provisions include:
 - 1. As stated in the code of federal regulations “disturbing, injuring, spearing, poisoning, destroying, collecting or attempting to disturb, injure, spear, poison, destroy or collect any plant or animal on any national wildlife refuge is prohibited...” (50 CFR 27.51)
 - 2. The Endangered Species Act of 1973 (16 U.S.C. 1531-1544) “prohibits unauthorized taking, possession, sale, and transport of endangered species” or any part thereof.
 - 3. The Service reserves the right to modify or terminate the CAA if habitat conditions

warrant.

4. All refuge gates will be closed and locked at the end of each day as the Cooperator leaves the field.
5. Cooperator will exercise care to prevent fire and will assume responsibility for fire which results from the Cooperator's operations.
6. The use of firearms or other weapons is prohibited on Refuge lands except as authorized by Refuge Manager.
7. The use of genetically modified (GMO) corn or other GMO seed types is prohibited on refuge lands.
8. The crop share will be 75% of the acreage for the Cooperator and 25% for the U.S. Fish and Wildlife Service (Service). The Service has the option of taking any part of its share harvested, in which case the Service's share will be reduced to 20%. In this event, the Cooperator shall harvest and deliver, at his expense, the Service crop into a locally designated storage facility. Unharvested Service shares will be mowed/shredded/knocked down by the Cooperator via coordination with Refuge Manager following the close of waterfowl season.
9. The Cooperator will grow the crops agreed upon in the annual farming plan. The annual crop plan follows the previously agreed upon 5-year farming rotation plan (2013-2017) unless changes are agreed upon by both parties (Attachment A). Winter wheat or other cover crops may be plowed under or included as crop shares in the next year as determined by the Refuge Manager.
10. No land other than that specified in this agreement shall be farmed, mowed, sprayed, or disturbed in any other way without approval from the Refuge Manager. Tillage may not begin until after April 15 without approval of the Refuge Manager. Hazing of wildlife by the Cooperator is not permitted unless authorized in writing by the Refuge Manager.
11. Hay must be stored in the designated area for each field. The stack yards for baled hay will be located on the East edge of Section 28 for FU 69-74 (Corfu), and at the South end of the Para FU fields. All of the Cooperator's share of hay each fall will be removed from the refuge no later than October 15th of the year of the agreement. Stack yards will be cleaned of broken bales, and/or other debris each year.
12. The Cooperator is authorized to use the three Cooperator-owned center pivots and the wheel-line irrigation systems in FU 69-74, and the two half-pivots in the Para FU. The Cooperator shall bear at his expense the charge for all irrigation water and electrical energy required to grow crops addressed in this agreement. The Cooperator will be responsible for the routine maintenance and operation of the pumping plants and associated water conveyance lines, as well as the maintenance, operation and replacement of risers, valve openers and laterals, including sprinkler heads and nozzles.

13. The Service shall be responsible for major maintenance and replacement of Service-owned real property over \$5,000 (the three pumps, electric panels, wiring, pump station, and underground pipe at FU 69-74; and the two pumps, wiring, electric panels and underground pipe at the Para FU). In the event of failure of the pump system or other facilities and equipment where the major maintenance or replacement responsibility rests with the Service, if the Service is unable to make prompt repairs or replacement because of the government contracting process, priorities or fund limitations, the Cooperator may make repairs at his own expense. This in no way obligates the Service to reimburse the Cooperator and no obligation to the Cooperator is given or implied. The Service shall in no way guarantee operation of irrigation systems, nor be responsible for loss of a portion of or all crops because of failure of any part of irrigation systems including pumps, pivots, wheel lines, mainline, poser supply, water supply, etc.
14. All equipment for farming, including tractors, harvesters, implements, ATVs and UTVs, must be clean and free of invasive species plant material including seeds before entering any Refuge or Service easement. The Refuge Manager (or designee) reserves the right to inspect and deny the use of any equipment/vehicle/horse etc. that appears to contain invasive species plant material or seeds.
15. Equipment must meet all safety regulations and must be in good working condition.
16. The Cooperator is responsible for any spill cleanup resulting from equipment operations. Any spill resulting in the release of more than 1 gallon of hazardous material (e.g., engine oil, hydraulic fluid, etc.) into the environment must be reported immediately to the Refuge Manager.
17. The Cooperator is responsible for weed control on field edges and unirrigated field corners.
18. The Cooperator shall employ sustainable farming methods including application of water, fertilizers, soil amendments and pesticides on all crops or share acreage in accordance with recommendations of the Natural Resource Conservation Service, Resource Conservation Plans and WSU Extension Service as mutually agreed with the Refuge Manager and will assume the costs thereof.
19. Plantings which are damaged by wind erosion or wildlife will be reseeded to prevent "blowouts" or treated until stabilized to the Refuge Managers satisfaction at the Cooperator's expense. If necessary to replant to other types of crops because of the advanced season, crops to be replanted will be mutually agreed upon with the Refuge Manager. Any crop grown which, upon harvest, leaves the soil essentially void of cover or subject to wind erosion shall be planted to winter wheat or other mutually acceptable cover crop at a rate which would produce viable erosion control at the Cooperator's expense. Cover crops will be fertilized and watered "up to cover" as needed.
20. Integrated Pest Management including but not limited to crop rotation, hand and mechanical removal, biological controls and certain chemicals will be required as

practical. Cost sharing of initial trial programs may be conducted between the Cooperator and the Service. No pesticides may be applied without prior approval of the Refuge Manager. Any aerial pesticide applications and restricted use pesticides may require Washington D.C. approval (which can take several weeks) and may not be approved. Applications must be in accordance with State and Federal pesticide laws and Service policy. Any unauthorized application of pesticides can be grounds for termination of the farming agreement. A report for each pesticide used, the amounts, area treated and number of treatments shall be provided to the Refuge Manager by December 1 of the agreement year.

21. The Cooperator will grow the Service's crop share to maturity using proper fertilization and irrigation practices. Millet, buckwheat or grain sorghum, if grown as part of the refuge share, will be irrigated sufficiently to produce visible growth by July 1st. For each acre failing to mature to seed, an acre will be deducted from the Cooperator's share.
22. The Cooperator will notify the Refuge Manager at least 72 hours in advance of any harvest operation (General Condition requirement). Crop division shall be made just prior to harvest and the Service share of approved crops will be left unharvested in blocks. The blocks will be measured and marked by a representative of the Cooperator and the Service. The date of the final cutting of alfalfa will be negotiated by Cooperator and Refuge Manager to insure proper height of regrowth necessary for optimum bird use.
23. After the harvest of any grain crop the Refuge Manager will be notified to determine if the stubble should be mowed, left for winter wildlife food, or replanted to a winter cover crop to provide green browse. Unharvested Refuge shares will be made available for wildlife use as determined by the Refuge Manager. Tillage in Refuge share areas by the cooperator will not occur until after April 15, unless an earlier date is mutually agreed upon and approved by the Refuge Manager.
24. Farming privileges may not be sold, transferred, or sublet, except by transfer to heirs in the event of the death of the Cooperator.
25. Non-use of farming privileges, in whole or in part, shall be cause for cancellation of a Cooperator's privileges at the discretion of the Refuge Manager unless non-use has previously been approved.
26. Failure to comply with the terms of the CAA is enforceable under current federal regulations and may result in cancellation of the CAA.
27. The Cooperator will immediately notify the Refuge Manager should any trespass or migratory bird hunting violations be observed at Columbia NWR. Waterfowl, upland game bird, and deer hunting are legal on some farm fields during designated seasons. The Cooperator may not interfere with legal hunting.

28. The Cooperator will allow only himself/herself and his/her immediate workforce onto the Refuge. Only those persons directly associated with farm management operations shall be allowed access to the Refuge.
29. The cooperator is responsible for safeguarding all farming equipment used on the refuge. It is advised that all equipment be locked daily to reduce the risk of vandalism and theft. Approval by the Refuge Manager is required prior to storing equipment on the refuge.
30. The Cooperator will provide the following information to the Refuge Manager (via a Cooperative Farming Report) by December 1st of each year:
 - Field, soil test results, fertilization type and rate.
 - Field, planting date, harvest date, yield.
 - Field, pest, pesticide applied, rate, date and method of application.
 - Field, tillage operations and dates, mowing/knockdown and dates.
 - Field and water usage (on-off dates and copies of CID irrigation assessments).
- I. Remedies and Nonperformance: Either party shall have the right to enforce this CAA by any available remedy under the laws of the United States or the State of Washington, as applicable. Failure of the Service to insist upon a strict compliance with any of the terms, conditions and requirements of this CAA shall not constitute a waiver or be considered as a giving up of the Service right to thereafter enforce any of the CAA's terms, conditions or requirements.

If the Cooperator is unable to accomplish annually agreed upon management projects because of circumstance or weather, payment based on annually agreed upon forage removal rates will be paid to the Service by December 31 of each year, unless both parties agree to carry over the financial or functional responsibilities of either party to the following year. Any payment due shall be made out to U.S. Fish and Wildlife Service and mailed to the address listed in section VII.
- J. Officials Barred From Participating: No member of or Delegate to Congress shall participate in any part of this CAA or to any benefit that may arise from it, but this provision shall not pertain to this CAA if made with a corporation for its general benefit.
- K. Nondiscrimination in Employment: The Cooperator agrees to be bound by the equal opportunity clause of Executive Order 11246, which is made part of this CAA.

VI. OBLIGATIONS OF THE SERVICE

- A. Provide access to the farm fields during production and harvest season, and any other areas agreed to in writing by the Refuge and the Cooperator, as further described in Section VII and outlined in Special Use Permit.
- B. Provide temporary parking area for Cooperator equipment during production and harvest seasons, and designated areas for storage of oil, gas, chemical, or any other

products deemed hazardous or dangerous, as outlined in Special Use Permit.

- C. Will not hold Cooperator liable for crop loss or failure to meet share-in-kind obligations due to natural disaster. Natural disasters include flooding (including irrigation ditch failure), hail, wind (excess of 60 mph) or the ability to irrigate due to the lack of water.
- D. Monitor vegetation at the end of the production season to determine if crop production goals are met.

VII. COORDINATION BETWEEN THE SERVICE AND THE COOPERATOR

- A. Notification: The Service will give the Cooperator 1 week notice of any planned public use or management activities that may interfere with operations. The Cooperator will notify the Service immediately of any incidents that may affect the health and safety of any person or wildlife.
- B. Regular Communication: The Refuge and the Cooperator will communicate on a regular basis to ensure that the terms and conditions of the CAA are being met.
- C. Annual Work Plan: The Refuge Manager or their designee shall work with the Cooperator and prepare an Annual Work Plan with which the Cooperator shall comply. The Refuge Manager or their designee will directly oversee implementation of the Annual Work Plan. A meeting to develop the plan between the Service and Cooperator will be held in January of every year to determine operations on the refuge for the year. The Cooperator may not conduct operations until the plan has been agreed to and signed by the Service and Cooperator.

VII. ACCESS & STORAGE

- A. The Cooperator will be responsible for routinely maintaining an access route.
- B. Access provided to the Cooperator may be limited as deemed necessary for wildlife management or public safety reasons by the Refuge Manager. The Cooperator will be notified prior to these restrictions.
- C. All Cooperator motor vehicles will be registered and licensed in compliance with State law and Federal regulations.
- D. The Cooperator shall pay the United States of America for any unnecessary damages resulting from the operations herein permitted, and shall repair all damage to roads, trails, ditches, and other improvements.
- E. The Cooperator will do all in his/her power to prevent and suppress accidental non-prescribed fires caused by the Cooperator, and will be held liable for damages and suppression costs resulting from Cooperator-caused fires, except as may otherwise be allowed under State or Federal laws.

- F. Storage facilities for oil or gas products will be maintained by the Cooperator in an area designated by the Refuge as stated in the Commercial SUP. The Cooperator will take appropriate preventative measures to insure that any spill of such oil or gas products does not enter any stream or other waters, and will report any such spill to the Refuge. Cooperator is responsible for any cleanup costs associated with any spills.
- G. The Cooperator will follow all Refuge regulations. No littering is allowed. No collecting of any animal, mineral, or plant parts is allowed.

VIII. RECITALS

- A. Grain and green forage crops are cultivated to provide foraging habitat for migratory and wintering waterfowl and migratory sandhill cranes. The primary diurnal use and feeding areas of these birds are centered on a few locations in the Columbia NWR area and these areas now provide a significant portion of their nutritional needs. Carefully managed croplands will continue to provide a significant source of the forage requirements of migratory birds on Columbia NWR.
- B. Managing farm fields on Columbia NWR with a refuge cooperator is consistent with the intent of a CAA. Wildlife receive 25% of the crop in the form of standing short-statured grains or knocked down crops available to foraging migratory birds throughout the fall, winter, and spring. Every acre of farm fields is available to wildlife and provides some additional forage in the form of waste grain. Unmanaged uplands tend to initially become weedy and, through intensive efforts, may be converted to grass and sagebrush, which are not as heavily utilized by waterfowl.
- C. The refuge cooperator would also provide resources to the refuge to assist in other management activities associated with these lands. The refuge cooperator combined with refuge personnel and resources working together will provide enhanced overall management of Columbia NWR.
- D. This agreement does not imply or establish a use precedent. Future use of this area will be based upon the most satisfactory use of the land for wildlife benefits, cooperator performance, habitat management needs and administrative needs.
- E. All improvements made to the Refuge as a result of this CAA become property of the United States.
- F. No GMO seeds or neonicotinoid-treated seeds may be used. Any pesticides must be pre-approved under a Pesticide Use Permit, developed with the Refuge Manager. All pesticide applications must be reported by December 1 of each year.
- G. Farming privileges may not be transferred (6 RM 9.7(A)). Cooperators cannot lease or sublet permit privileges to second parties. In the event of death of the cooperator during the CAA period, an heir, who is otherwise qualified and desires to receive the deceased cooperator's privileges, may receive a new CAA issued in the heir's name.
- H. A cooperator may make legal arrangements with a third party for the management of his

(cooperator's) farming operations under an agent or a manager relationship. When such an arrangement is made, the cooperator retains full responsibility for compliance with the provisions and requirements specified in the farming agreement, and all applicable federal regulations (6 RM 9.15).

- I. Non-use of farming privileges, in whole or in part, shall be cause for cancellation of a cooperator's privileges at the discretion of the Refuge Manager unless non-use has previously been approved. Non-use of fields, in whole or in part, may be authorized by the Refuge Manager for resource protection, research projects, or other purposes. Non-use for the convenience of the permit holder will normally not be approved unless there are extenuating circumstances which would warrant such approval. Extreme weather conditions such as fire or floods are examples of extenuating circumstances.

IX. GENERAL TERMS AND CONDITIONS

In addition the General Terms and Conditions outlined in the Approved Permit #~~XXXXX~~, the following apply:

- A. Use Limitations. The Cooperator's use of the described land is limited to the agricultural purposes indicated, and does not, unless provided for in this Agreement, allow him/her to restrict other authorized entry to, or use of, this area including activities by the Service necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using premises and other Service lands.
- B. Depredation Claims. At no time during the term of this contract shall the Cooperator claim any depredation damage to agricultural crops growing, harvested, or stored pursuant to this Agreement by state or federally listed or designated threatened, endangered, or listed wildlife species protected under Chapter 17 NMSA. Depredation caused by other species shall be reasonably addressed by the Cooperator and Refuge Manager.
- C. Operations. The Cooperator shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to operations under this agreement as well as all Federal laws and regulations governing National Wildlife Refuges and the areas described in this Agreement. Cooperator shall comply with all instructions applicable to this Agreement issued by the Refuge Manager. Cooperator shall take all reasonable precautions to prevent the escape of fires and shall render all reasonable assistance in the suppression of fires on the Refuge.
- D. Modifications. Modifications to this Agreement shall be made in writing, with the mutual consent of the Cooperator and the Refuge Manager.
- E. Amendments. The Service or the Cooperator may initiate an amendment to this CAA to ensure the Refuge meets its resource management objectives or to ensure that the Cooperator is attaining his/her incentives for engaging in cooperative agriculture on NWRS lands. These amendments must be mutually agreeable to both parties and within the scope of the existing CAA.

- F. **Assignment.** The rights and obligations of the Cooperator set forth in this Agreement to carry out particular requirements of the Agreement may be assigned, in part, by the Cooperator to a third party with written consent from the Refuge Manager, although the Cooperator will be held ultimately responsible for insuring all conditions of this Agreement are met in full. Any deviation from these conditions will result in immediate revocation of this Agreement.
- G. **Termination Policy.** The Service or the Cooperator may terminate the CAA within 60 days' notice if either party is not carrying out their roles and responsibilities under the CAA. Additionally, the Service may terminate the CAA immediately if necessary to protect human or wildlife health or safety.
- H. **Renewal Policy.** After the term of the CAA has ended, the Service may review the cooperative agricultural opportunity for renewal. If the Service plans to renew it, we must publish a notice and award the CAA again using the competitive process described in Service Policy (620 FW 2.11).

X. PERIOD OF PERFORMANCE

The CAA shall become effective upon being executed by both parties and shall continue for a period of 5 (five) years from the date of execution.

Either party may terminate its participation in this CAA upon 60 days written notice to the other party. Upon default or breach of this CAA by either party, the other party may immediately terminate all or part of this CAA by written notice to the other party.

XI. FUNDING INFORMATION

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

XII. REPORTING REQUIREMENTS

Based upon an annual plan (drafted and approved by both parties), the Service and Cooperator will provide resources and/or staffing necessary to accomplish specific management projects and objectives described in the Annual Work Plan (Appendix A). **Any work to be done on refuge facilities by contractors, or materials purchased for repairs or projects, must be approved in advance by the Refuge Manager.** All work performed shall be documented with proper invoices, time sheets, billing statements, etc. Value rates of services provided are listed in Appendix A. Documentation of work completed by the Cooperator is to be maintained as the work is accomplished and submitted to the Refuge Manager by November 30, or upon request.

XIII. MODIFICATION PROCEDURES

Modifications to this CAA shall be made in writing, with mutual consent of Cooperator and Service. The rights and obligations of the Cooperator set forth in this CAA to carry out particular project contributions may be assigned in part by the Cooperator to a third party with

the consent of the Refuge Manager, except as noted here: this agreement provides for the utilization of fields and the harvesting of crops only for personal use by the cooperator.

If this agreement is for more than one year the conditions, including but not limited to acreage, herbicide use, etc., may be altered or modified annually, following the first year of operation. Changes in the agreement must be made prior to start of season and written in an Annual Work Plan, which is attached to and becomes part of the agreement. The Service must provide the cooperator those changes to the agreement prior to March 15 by a written addendum. The cooperator then has until April 1 to accept or turn down those changes. If the changes are agreed upon by the cooperator, the addendum is signed and attached and becomes part of the agreement. If the changes are not accepted, the selection process will begin again.

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

XIV. PROVISIONS

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

Lisa Wilson, Refuge Manager
Mid-Columbia River NWRC
64 Maple Street
Burbank, WA 99323
(509) 546-8317

Cooperator Name
Address
City, State Zip Code
Telephone

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

USFWS:
Refuge Manager

Cooperator:
Cooperator Name

By: _____

By: _____

Date: _____

Date: _____

References

U.S. Fish and Wildlife Service (USFWS). 2011. Columbia National Wildlife Refuge Comprehensive Conservation Plan and Environmental Assessment. US Department of the Interior, Fish and Wildlife Service, Region 1, Portland, OR.

APPENDIX A. ANNUAL WORK PLAN
COOPERATIVE ANNUAL FARMING AGREEMENT

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|---|---|
| Cooperator's Name: | Address: |
| Period of Use: From: January 1, 2018 To: December 31, 2018 | Refuge Name and State where Located: Columbia National Wildlife Refuge Othello, WA 99344 |

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

| Farm Unit | Field | Crop/Crop Group | Acres | Cooperator's Share (% or acres) | Gov't Share Unharvested (% of acres) |
|---------------|-----------------------|-----------------|-------|---------------------------------|--------------------------------------|
| Corfu (69-74) | E pivot | corn | 132 | 50 | 82 |
| | N pivot Wheel line | alfalfa | 64.5 | 64.5 | 0 |
| | | alfalfa | 12.3 | 12.3 | 0 |
| | W pivot | alfalfa | 129 | 129 | 0 |
| Para | N wiper | corn | 57 | 57 | 0 |
| | S wiper | corn | 63 | 32 | 31 |
| All | | | 458 | 345 | 113 |

1. The Cooperator agrees that the agricultural crops of the type specified in the above annual Agreement must be planted, cultivated, and harvested in Farm Units (Corfu) 69-74 and Para during the year of the agreement. Changes in the agreement must be made prior to planting season by an addendum, which is attached to and becomes part of the agreement. Subsequent year's crop selection will generally follow the "Farm Plan" for 2013-2017 (see "5 Year Farming Agreement"), but can be deviated from by mutual consent.
2. These privileges are granted by the U.S. Fish and Wildlife Service, and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations contained therein.
3. All General Conditions and Special Conditions (see "5 Year Farming Agreement") are applicable to this Agreement.

 Cooperator's Signature

 Issuing Officer's Signature and Title

 Date

 Date

FERTILIZATION RATE/TYPE

| Farm Unit/Field ID: | Fertilizer Type | Rate (lbs/acre) |
|----------------------------|------------------------|------------------------|
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| Farm Unit/Field ID: | Water Usage: |
|----------------------------|---------------------|
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| | |
| | |

COMMENTS:

****Please attach any applicable soil test results.**

Signature:

Date:

Please Return to: Please Mail/Email/Fax all reports by December 1 to:

Lisa Wilson
Mid-Columbia River National Wildlife Refuge Complex
64 Maple Street Burbank, WA 99323
Lisa_Wilson@fws.gov
Cell: (509) 531-6069
Office: (509) 546-8317
Fax: (509) 546-8303