

**AGREEMENT
BETWEEN THE
ARKANSAS STATE GAME AND FISH COMMISSION
AND
THE AGRED FOUNDATION**

THIS AGREEMENT is made and entered into between the Arkansas State Game and Fish Commission (hereinafter referred to as “AGFC” or the “Commission”) and the AGRED Foundation, also known as the American Gamebird Research Education & Development Foundation (hereinafter referred to as “AGRED”).

WITNESSETH:

WHEREAS, pursuant to Amendment 35 to the Constitution of Arkansas, AGFC is vested with the control, management, restoration, conservation and regulation of the birds, fish, game and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of the Commission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support; and

WHEREAS, AGRED is a foreign non-profit corporation registered to do business with the Arkansas Secretary of State. Its mission is to preserve and conserve the habitat in and around Lake Erling for wildlife, birdlife, and fish; and

WHEREAS, Lake Erling is an approximately 8,200-acre reservoir located in Lafayette County, Arkansas, known for its crappie, bass, and catfish fisheries, and which provides habitat for numerous wildlife species, including alligators and migratory waterfowl; and

WHEREAS, Lake Erling originally was created by International Paper Company following execution of an Act of Exchange with the United States Government in 1952. Under that Act of Exchange, International Paper agreed to permit public access across its lands to Lake Erling over routes to be agreed upon by International Paper and the United States; and

WHEREAS, AGRED is the successor in interest to International Paper Company as a result of an assignment and assumption agreement executed in November 2013, and AGRED currently owns substantial property comprising Lake Erling; and

WHEREAS, AGRED and the United States Government entered into a Memorandum of Understanding on December 22, 2015, which memorialized certain understandings between those parties regarding Routes of Public Access to the Waters of Lake Erling within the meaning of the Act of Exchange; and

WHEREAS, it is the desire of AGRED and AGFC to cooperate for the purpose of conserving and managing fish and wildlife resources, and providing public fishing and hunting opportunities at Lake Erling, including by creating and maintaining a public sport fishery in Lake Erling; and

WHEREAS, AGFC and AGRED wish to enter into an agreement that sets out each parties' obligations related to the operation of fisheries and wildlife management, plus water level management, for Lake Erling.

NOW, THEREFORE, AGFC and AGRED, in exchange for the mutual obligations and covenants contained herein, agree as follows:

I. Scope of Agreement

A. The AGFC agrees to:

1. Provide, maintain, and manage fish and wildlife resources for Lake Erling, including alligator, waterfowl, and other wildlife resources that presently exist or may be developed for Lake Erling, plus habitat enhancement and stocking of fish as set forth in the Lake Erling Fishery Management Plan executed and attached hereto and incorporated herein as Exhibit "A," which shall be reviewed on an annual basis and revised by mutual agreement of the parties. Fishery management activities may include routine sampling of fish populations, stocking fish when determined necessary, and providing technical guidance on nuisance vegetation control issues, and such activities will be adapted to the environmental characteristics of the lake (including, but not limited to, water level and depth, shoreline erosion, water retention, turbidity, etc.) to optimize fishery performance for the public. The Commission is not obligated to take any extraordinary actions to provide and maintain a sport fishery.
2. Subject to appropriation by the Arkansas General Assembly and funding availability, explore opportunities to develop and maintain additional public boating access areas at mutually agreeable locations on the west side of Lake Erling, with AGFC being responsible for construction, maintenance, and upkeep of any such mutually agreeable, additional boating access locations.
3. Subject to appropriation by the Arkansas General Assembly and funding availability, create and maintain public bank fishing access areas on Lake Erling at mutually agreeable locations; it being understood and agreed that AGFC shall be responsible for all maintenance and upkeep, including but not limited to trash pickup, of such mutually agreeable locations created by AGFC.
4. Cooperate with AGRED to negotiate, draft, and execute additional area-specific agreements with AGRED, as may be necessary, for the purpose of ensuring that any public money expended for construction and maintenance of public boating and/or bank fishing access areas described in paragraphs 2 and 3 of this section will be subject to contractual terms that adequately protect the public's interest in enjoying the fish and wildlife resources of Lake Erling.
5. Provide for public regulation of the fish and wildlife at Lake Erling in accordance with AGFC's Code of Regulations.

6. Provide wildlife officer services in cooperation with, and to assist, county and local public law enforcement to protect the fish, wildlife, and habitat at Lake Erling. AGFC will not have any involvement in providing enforcement or interpretation of rules, policies, permits, or conditions established or administered by AGRED for Lake Erling.
7. Meet annually with AGRED to review fisheries and wildlife management, access development and improvement, and any other topics of mutual interest related to Lake Erling.

B. AGRED agrees to:

1. Grant AGFC and its agents, employees and assigns, permission to enter on, over and across Lake Erling and AGRED's adjacent lands for the purposes set forth herein.
2. Be solely responsible for the maintenance, repair, and operation of Lake Erling, specifically including maintaining the dam and water control structures in good working order; maintaining bank stability and performing bank stabilization when and where mutually deemed necessary; performing revegetation activities when and where mutually deemed necessary; operating the water control structures and maintaining lake water levels; and providing grounds-keeping (including grass mowing, trash pick-up, etc.) for AGRED Park at Lake Erling. AGRED is not obligated under the terms of this Agreement to maintain any particular water level for the lake. AGRED also shall not be responsible for maintenance and trash pickup of bank fishing areas or additional boating access areas that are located on property not owned or managed by AGRED.
3. Cooperate and partner with AGFC to locate and create public bank fishing access areas and boating access areas on Lake Erling, and negotiate, draft, and execute additional area-specific agreements with AGFC, as may be necessary, to enable publicly-funded construction and maintenance of such boating and/or bank fishing access areas.
4. Except in the case of emergency, keep the lake and any access areas under its control (including AGRED Park) open to the public at all times for recreational fishing and hunting.
5. Maintain in good standing at its expense all required licenses, permits, agreements, and government approvals, and operate the lake in strict accordance with such licenses, permits, agreements, and government approvals.
6. Comply with all applicable local, state, and federal laws and regulations, including but not limited to, laws that prohibit discrimination on the basis of race, sex, color, creed, national origin, age, or disability.
7. Except as otherwise stated herein, accept sole responsibility for all manner of claims, causes of action or liability arising out of any accident, injury or damage to AGRED, its equipment or property, its employees or agents, and to any third party's person or property while conducting any activity related to this Agreement, except AGRED shall not be responsible for claims, causes of action, or liabilities caused solely by the negligence or

intentional wrongdoing of the Commission or its Commissioners, Director, employees or agents. AGFC shall not be liable for injuries or damages because of any action of any individual or organization in connection with this work. Nothing herein shall in any way constitute a waiver of the protections afforded to the parties under Arkansas Code Ann. §§ 18-11-304 through 18-11-306.

8. Hold harmless, defend, and indemnify AGFC, its Commissioners, Director, and employees from or against for any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, AGRED's activities or performance under this Agreement; provided, however, AGRED's obligation to hold harmless, defend, and indemnify shall not include claims, judgments, causes of action, liability, damages, and expenses directly related to negligence or intentional wrongdoing caused solely by the Commission, its Commissioners, Director, employees, or agents. Furthermore, notwithstanding the foregoing, AGRED agrees that: (a) it will cooperate with AGFC in the defense of any action or claim brought against AGFC seeking the foregoing damages or relief; (b) it will in good faith cooperate with AGFC should any third party present any claims of the foregoing nature against AGFC to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. Nothing in this Agreement shall be deemed or construed as an admission of liability or as a waiver of any sovereign immunity of either party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
9. Meet annually with the Commission to review fisheries and wildlife management, access development and improvement and any other topics of mutual interest related to Lake Erling.

II. Term

This Agreement shall become effective as soon as signed by both parties and shall remain in force for an initial term of five (5) years, unless terminated earlier in accordance with its terms herein, and may be extended by mutual agreement of the parties.

III. Termination

This Agreement may be terminated by the Commission or AGRED upon thirty (30) days written notice. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To AGRED:

The AGRED Foundation
Attention: Eric Fletcher, Chairman/President
415 Texas Street, Suite 201
Shreveport, LA 71101

With copy to:
Michael W. Boyd
Bell & Boyd, PLLC
P.O. Box 841
Magnolia, AR 71754

To AGFC:

Arkansas Game and Fish Commission
Attention: Director
2 Natural Resources Dr.
Little Rock, AR 72205

With copy to:
Arkansas Game and Fish Commission
Attention: General Counsel
2 Natural Resources Dr.
Little Rock, AR 72205

VI. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon either of the parties.
- B. It is the intent of the parties that Arkansas Code Ann. §§ 18-11-304 through 18-11-306 shall be applicable to the fullest extent of the law so that AGFC and AGRED shall not be liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, whether such person or persons shall be on the subject lands or water with the permission or at the sufferance of AGRED or AGFC.
- C. By the signing of this Agreement, the parties assure and certify that they will comply with Title IV of the Civil Rights Act of 1964 (P-L88-352) to the extent such Act is applicable to either party, and that in accordance with that Act, no person in the United States shall, on grounds of race, color, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in this project.
- D. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of AGRED and the Commission, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas. With respect to any claim for monetary damages against the Commission,

the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.

- F. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

**ARKANSAS STATE GAME AND FISH
COMMISSION**

By: 
Pat Fitts, Director

Dated this 18th day of OCTOBER, 2018.

THE AGREED FOUNDATION

By: 
Eric Fletcher, President

Dated this 22nd day of October, 2018.

ATTESTED TO:

By: 
Secretary - AGREED Foundation

EXHIBIT A

LAKE ERLING FISHERY MANAGEMENT PLAN

LAKE ERLING

Lafayette County



Fishery Management Plan

LAKE ERLING Fishery Management Plan

Lafayette County

LAKE DESCRIPTION

Lake Erling is located in Lafayette County near the Louisiana state line. It was constructed by International Paper Company in 1956 as a water supply lake for its mill in Springhill, Louisiana. The surface area is approximately 2,873 hectares (7,100 acres), the maximum depth is 7.0 m (23 ft.) and the average depth is 2.3 m (7.5 ft.). In 2013 ownership of Lake Erling was transferred from International Paper Company to the American Gamebird Research, Education and Development Foundation (AGRED).

Numerous small oxbow lakes, ponds, and creeks were inundated when the reservoir filled providing a variety of offshore fish habitat. Aquatic vegetation is plentiful and consists of American lotus, alligatorweed, water pennywort, coontail, pondweeds, and cattails. The shoreline is also lined with willow and cypress trees. Additional cover is provided by stumps and fallen dead timber.

Historically, access to the lake has been available through a number of free and pay-to-launch facilities (Appendix B). Currently, access is limited to the eastern side of Lake Erling, but consists of 6 pay-to-launch facilities and one free facility (AGRED Park, formerly known as IP Park). There is currently no public access on the west side of the lake.

The fish community is typical of southeastern reservoirs with multiple warm water species. Prior to 2012, very little sampling had been conducted on Lake Erling by AGFC biologists (Table 1), but recently sampling has become more routine. Sport fishes include crappies, sunfishes, Largemouth Bass, and catfishes. Most anglers visiting Lake Erling target crappie or Largemouth Bass. The majority of anglers are Arkansas residents, but the lake is also frequented by visitors from northern Louisiana and northeast Texas.

Black Bass Management History

Past management has largely consisted of sporadic, non-random electrofishing samples (Table 1) and Florida Largemouth Bass stockings (Table 3). Harvest regulations have followed statewide creel limits for black bass since the lake was constructed.

In 2012, fall electrofishing for black bass at random sites was initiated. Earlier samples were conducted in the spring and largely focused on the lower portion of the reservoir. Florida Largemouth Bass stocking was initiated in 1984 or before (prior data unavailable) with the hope of increasing the average size of bass caught in this reservoir. These stockings have been annual since 2006 and have ranged from 30,000 fingerlings in 2010 to 385,000 in 1985 (Mean = 111,433). Since the Commission began an annual stocking regime, fin clips were collected in 2006, 2010, and 2012 (N = 60, 149, and 150 respectively) to assess contributions of

these stockings to the genetic composition of black bass in the lake (Figure 1). Genetics analysis of the 2012 data is still pending.

The genetic profiles of the two analyzed samples illustrates a population dominated by native Largemouth Bass genetics. Florida Largemouth Bass allele presence decreased from slightly less than 60% in 2006 to less than 30% of sampled fish in 2010. No pure Florida Largemouth Bass were collected in 2006, likely due to a gap in stocking between 1994 and 2006. Two bass exhibited pure Florida Largemouth Bass alleles in 2010 and one exhibited first generation hybrid alleles (F1).

Crappie Management History

Lake Erling crappie populations have received very little management. Commission records indicate two stockings since 1984. Yearling Black Crappie were stocked in 2009, and yearling White Crappie were stocked in 1988 (Table 3). Crappie populations have never been sampled by the AGFC.

Catfish Management History

Catfish populations have been managed through fish stockings and a bonus creel limit for Channel and Blue Catfish. Various sizes and numbers of Channel and Blue Catfish were stocked in Lake Erling between 1984 and 2000 (Table 3). Catfish were not sampled in this reservoir prior to 2014. So stockings and regulations were largely based on anecdotal public perceptions and desires. A bonus daily creel limit of 10 Channel Catfish in addition to the combined daily limit of 10 catfish was established sometime prior to 1999. In 2008, 10 additional Blue Catfish were added to the creel, which allows for the harvest of a total of 30 catfish per angler per day in the correct combination.

GOAL

Promote and enhance fishing and boating opportunities for the use and enjoyment of the general public on Lake Erling.

Objective 1: Continue to foster a positive relationship with AGRED, The Friends of Lake Erling Association, and other stakeholders.

Action 1: Establish a Memorandum of Agreement between AGFC and AGRED to identify each party's role in managing the fishery.

Action 2: Meet with AGRED at least once per calendar year to ensure close collaboration on providing excellent fishing opportunities for the public.

Action 3: Hold periodic public meetings to inform interest groups and the general public about management strategies and activities on the lake; as well as to solicit input from the public on relevant fisheries management issues.

Expectation: AGFC will not serve as an arbiter between stakeholder groups, but will work to facilitate positive relationships that lead to maximum enjoyment by all lake users. Angler satisfaction will increase as a result of being included in the management process.

Evaluation: Meetings with AGRED are held or not. Periodic angler creel surveys will quantify angler satisfaction and solicit specific concerns.

Objective 2: Manage black bass populations to maintain angler catch per hour (CPH) \geq 0.5; electrofishing catch per unit of effort (CPUE) \geq 40 bass/hr; relative weights (Wr) \geq 90; and angler CPH of 508 mm (20 in.) \leq 40.

Action 1: Sample black bass population using AGFC standard electrofishing protocols.

Action 2: Model fish population dynamics to evaluate potential efficacy of various regulation options.

Action 3: Recommend appropriate creel limit and length restrictions based on data analyses and angler preferences.

Action 4: Stock 100,000 advanced fingerling Florida Largemouth Bass every other year to increase trophy black bass potential.

Expectation: Lake Erling will support a robust bass fishery that produces occasional catches of trophy-size (> 8 lbs.) Largemouth Bass.

Evaluation: Electrofishing samples will be conducted 3 out of every 5 years, including relative weight and age-and-growth data collections every 5 years. Florida Largemouth

Bass stocking success will be evaluated through genetics samples and the ATIP program. A spring creel survey will be conducted every three years.

Objective 3: Manage crappie populations in the reservoir to maximize angler satisfaction.

Action 1: Sample the crappie population using AGFC standard sampling protocols.

Action 2: Model crappie population dynamics to evaluate potential efficacy of various regulation options.

Action 3: Recommend appropriate creel limit and length restrictions for crappie based on data analyses and angler preferences.

Expectation: Lake Erling will support an abundant crappie population that will provide anglers the opportunity to catch daily creel limits on a regular basis.

Evaluation: Crappie will be sampled using nets every five years. A spring creel survey will be conducted every three years.

Objective 4: Manage catfish populations in the reservoir to maximize yield and angler satisfaction.

Action 1: Sample catfish populations using AGFC standard sampling protocols.

Action 2: Model catfish population dynamics to evaluate potential efficacy of various regulation options.

Action 3: Recommend appropriate recreational creel limits and length restrictions based on data analyses and angler preferences.

Action 4: Investigate the feasibility of a limited commercial fishing season to increase exploitation of underutilized catfish resources.

Expectation: Biologists will manage catfish populations to maximize their use by Lake Erling anglers.

Evaluation: Blue, Channel, and Flathead Catfish populations will be sampled every five years using AGFC sampling protocols. A spring creel survey will be conducted every three years.

Objective 5: Manage habitat to maximize sportfish production.

Action 1: Request that AGRED maintain water level at 223' MSL, with the only exception being during lake infrastructure repairs, natural flooding/drought events, and requested "Fish Management Drawdowns."

Action 2: Request that AGRED conduct “Fish Management Drawdowns” every five years that will also allow lakeside dock owners to schedule repairs to their property.

Action 3: Work with the AGRED, area civic and angling groups, and local governments to install artificial reefs and spawning beds near bank fishing sites and other parts of the reservoir to increase angling success.

Expectation: During late-summer drawdowns sediments will be compacted, which will increase success of nest spawning species the following spring. These drawdowns will also crowd forage fish, which should increase foraging success and winter survival of piscivorous sportfish species. Water level drawdowns will also aid in the control of aquatic vegetation.

Evaluation: Monitor black bass and crappie recruitment via standard sampling methods.

Objective 6: Improve boating and angling opportunities for the public.

Action 1: Seek opportunities to work with lake-front landowners to provide public fishing access locations for the general public on the west side of Lake Erling.

Action 2: Improve bank angling opportunities where feasible, including the construction of handicap-accessible fishing piers and access trails where appropriate.

Action 3: Work with AGRED to mark and maintain boat lanes for safe and convenient travel from the dam to Blackwell Landing and to the Lafayette Rd. 68 Bridge on Walker Creek.

Expectation: Increased use and enjoyment by anglers in south Arkansas and north Louisiana.

Evaluation: Pressure counts during creel surveys can be used to document use through time of specific access areas and the reservoir as a whole.

Table 1. Lake Erling Fish Sampling History

Year	Spring Electrofishing	Fall Electrofishing	Low Frequency Electrofishing	Black Bass Genetics	Age and Growth	Tandem Baited Hoop Nets
2015						
2014		✓	✓			✓
2013		✓				
2012		✓		✓	✓	
2006	✓			✓		
2001	✓					
1999	✓					
1997	✓					
1989	✓					

Table 2. Electrofishing data summaries since random sampling protocols were initiated.

Year	CPUE (#/hr)	PSD	PSD-P	Age-1 CPUE
2014	31.0	56.3	18.3	
2013	67.0	43.4	15.2	NA
2012	25.0	38.6	22.9	NA

Table 3. Fish stocking record for Lake Erling since 1984.

Year	Species	Number	Size
<i>Largemouth Bass</i>			
2014	Florida Largemouth Bass	50,540	Fingerling
2013	Florida Largemouth Bass	70,130	Fingerling
2012	Florida Largemouth Bass	70,510	Fingerling
2011	Florida Largemouth Bass	30,845	Fingerling
2010	Florida Largemouth Bass	30,000	Fingerling
2009	Florida Largemouth Bass	72,140	Fingerling
2008	Florida Largemouth Bass	47,280	Fingerling
2007	Florida Largemouth Bass	71,090	Fingerling
2006	Florida Largemouth Bass	131,415	Fingerling
1984-1993	Florida Largemouth Bass	761,480	Fingerling
1986-1998	Largemouth Bass (Native)	67,363	Fingerling
<i>Crappie</i>			
2009	Black Crappie	71,000	Yearling
1988	White Crappie	28,850	Yearling
<i>Blue Catfish</i>			
1989	Blue Catfish	2,000	Catchable
1985	Blue Catfish	2,400	Catchable
1984	Blue Catfish	1,500	Catchable
1997	Blue Catfish	6,750	Fingerling
1992	Blue Catfish	24,000	Fingerling
2000	Blue Catfish	10,000	Yearling
<i>Channel Catfish</i>			
1997	Channel Catfish	2,003	Catchable
1996	Channel Catfish	1,066	Catchable
1995	Channel Catfish	2,176	Catchable
1987	Channel Catfish	2,418	Catchable
1986	Channel Catfish	2,675	Catchable
2002	Channel Catfish	50,400	Fingerling
2002	Channel Catfish	3,500	Yearling
1993	Channel Catfish	3,000	Yearling

1990	Channel Catfish	3,000	Yearling
1989	Channel Catfish	4,000	Yearling
<i>Threadfin Shad</i>			
1984	Threadfin Shad	40,000	Adult
<i>Grass Carp</i>			
2008	Grass Carp	970	Yearling
1997	Grass Carp	1,500	Yearling
1996	Grass Carp	1,215	Yearling
1989	Grass Carp	3,150	Yearling
1987	Grass Carp	817	Yearling
1984	Grass Carp	13,354	Yearling

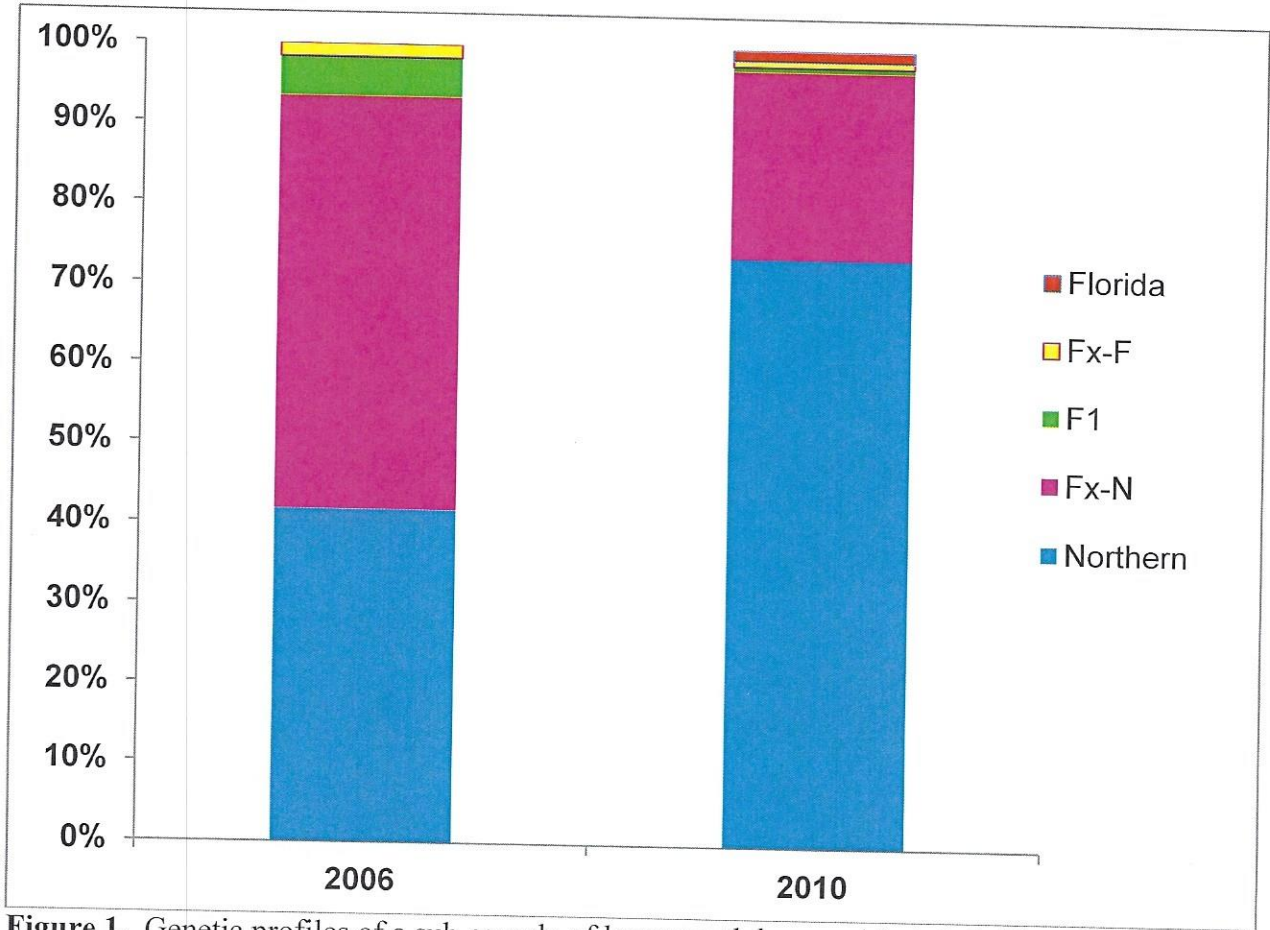


Figure 1. Genetic profiles of a sub-sample of largemouth bass and their hybrids, collected from Lake Erling in 2006 (N = 60) and 2010 (N = 149). Florida = pure Florida bass, Northern = pure Largemouth bass, F1 = Florida bass x Largemouth bass hybrid, Fx-F = multi-cross hybrid dominated by Florida bass alleles, Fx-N = Multi-cross hybrid dominated by Largemouth bass alleles.

Appendix A
Completed Objectives and Actions

Appendix B

Lake Map (including Public Accesses)

