

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR  
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON SAN  
LUIS SHEEP GRAZING UNIT OF SAN LUIS NWRC**

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE FILLING OUT THE  
APPLICATION:**

- FORM 3-1383-C (Commercial Special Use Permit) is used by the refuge for both applications for cooperative agriculture opportunities on the NWRS, as well as for formalizing the Cooperative Agriculture Agreement on the Refuge.
- At the time of application, the applicant does not need to complete all sections of the Commercial Special Use Permit, but does need to ensure that they provide sufficient information on their proposed operations for the Service to rank and score your application based on the objective criteria listed in the Notice.
- Attachment 1 should be attached to Form 3-1383-C as part of your application package.
- Write N/A in any sections that do not appear to be relevant.
- Both the Plan of Operations (Section 18) and Logistics and Transportations (Sections 24a through 30) only need to be completed if you are selected as the Cooperator. These sections will then be completed in coordination with the Refuge Manager prior to any agriculture practices beginning on the refuge.
- The signed and completed Commercial Special Use Permit will be the selected Cooperator's authorization for access on and use of NWRS lands, resources and facilities.
- In addition to providing the Service detailed information about your proposed agriculture practices on the refuge in the Special Use Permit, you must also describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). **We have provided a template attachment where you can provide this additional information. (See Attachment 1)**

**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 San Luis National Wildlife Refuge Complex (Refuge) in Los Banos, California. The purpose of the CAA is to use sheep 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. Specific objectives of the grazing program include:

- Providing high-protein grass forage supplies for arctic-nesting geese.
- Creating short grass foraging/loafing habitat for geese, sandhill cranes, ducks and other migratory birds during the winter as well as year round short-statured habitat for species such as San Joaquin kit fox, kangaroo rats, long-billed curlews and burrowing owls.
- Maintaining native forb and grass communities associated with uplands, vernal pools, and floodplains through reduction of annual plant biomass and thatch.

- Controlling non-native invasive weeds such as yellow star thistle, milk thistle, poison hemlock, black mustard, and five-hook bassia.

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 native plants and wildlife, especially wintering migratory birds.

#### Improvements

Improvements to the properties will be done in lieu of payment and may include any of the following: weed control, infrastructure repair such as fence construction and repair, irrigation system and pump maintenance and repair, biological surveys, native grass, riparian and wetland restoration, purchase of herbicide, purchase of goods or services related to management of the grazing areas. As part of the grazing program, the cooperator will be responsible for maintenance and/or upgrades of all grazing infrastructure. Maintenance related expenses such as equipment, supplies, and labor will be deducted from annual grazing fees per Service guidelines. Habitat management, restoration, and associated supplies and labor will also be deducted from annual grazing fees. **The goal is to offset 100% of the grazing fees with maintenance and improvement of infrastructure and habitat improvement/restoration.** 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. Improvements and costs will be approved by the Refuge Manager prior to initiation of projects.

#### Annual Grazing Period

The annual grazing period is December 1-August 15. The length of the grazing period may be adjusted (increased or decreased) by the Refuge Manager and is highly dependent upon rainfall, flooding and/or drought conditions, forage availability, vegetation target conditions, infrastructure needs, native grass restoration, weed control efforts, and/or other unforeseen circumstances. The intent of the CAA is to establish a flexible multi-year agreement between the cooperator and the Refuge that meets the management objectives of the Refuge.

#### Annual Billing Period

Annual billing and reconciliation of cost-sharing incentives will be administered in the month of November.

#### Liability Insurance Requirements

The cooperator and any subcontractors will be required to maintain insurance policies covering all activities on the Refuge. Cooperator will be required to have coverage under Farm Liability under a Commercial General Liability plan with the minimum of the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000
Personal and Advanced Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Operation Aggregate	\$2,000,000

The cooperator will be 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 as shown in the table shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

The cooperator shall have coverage for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. 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 and written responses to application questions (see Attachment 1, Application Form). The Refuge will notify all applicants individually within 45 days after the closing of the opportunity notice. Upon selection, the successful applicant will be issued a Special Use Permit and Annual Grazing Plan with specific unit objectives, work plans and detailed operation information. An example annual grazing plan is attached (Attachment 2, Draft Annual Grazing Plan and Approved Pesticide List).

Applicants will possess the professional knowledge, aptitude, and resources to manage annual/perennial grasslands for the benefit of wildlife species. The cooperator is required to own all sheep grazing on the Refuge. No subleasing is allowed. The cooperator will have use of up to approximately 2,170 acres of grasslands on the Refuge for the 2022/23 season, with the option to extend for an additional four years. Additional grazing opportunities may occur on the San Luis, Kesterson and West Bear Creek Units but these opportunities are small in scale and highly variable year to year. They will be approved on a case by case basis by the refuge manager after coordination of the Special Use Permit holder and added to the annual grazing plan if appropriate.

### Attachment 1: Application Form

Ranking Criteria	Scoring Criteria (Points)		
	Circle Yes or No		
	0		1
Current grazing cooperator on private lands or grazing lease holder on public lands.	No		Yes
Ability to obtain and hold liability insurance as outlined under <i>Liability Insurance Requirements</i> .	No		Yes
Ability to own or have legally binding contract to own 1000 or more head of sheep prior to start of agreement date.	No		Yes
Currently possess equipment (e.g., trucks, trailers, etc.) and staff to manage grazing operations and improve grazing infrastructure.	No		Yes
No delinquencies on any prior stipulations or private or public lands.	No		Yes

Ranking Criteria	Scoring Criteria – based on years of experience. Circle the criteria most applicable (0-3)			
	0	1	2	3
Experience managing sheep grazing operations in Northern California grasslands	None	< 5 years	5 - 10 years	> 10 years
Experience using targeted grazing to achieve habitat objectives for migratory waterbird species	None	< 5 years	5 - 10 years	> 10 years
Experience using targeted grazing to manage invasive plant species	None	< 5 years	5 - 10 years	> 10 years
Experience using targeted grazing to achieve habitat objectives for species of special concern (threatened and endangered species)	None	< 5 years	5 - 10 years	> 10 years

**What dollar value per AUM are you willing to pay (minimum bid \$1/AUM). AUM is defined as an Animal Unit per Month (see table for AUM definition)**

(Write Answer) \$ \_\_\_\_\_ /AUM

Animal and Class	Animal Unit Equivalent (AUE)
1 ewe/lamb pair, 1 dry ewe, or 1 ram	0.2

Example: Month of April stocking rate of 220AUM (1,100 Sheep x 0.2 AUE)

**Additional Criteria specific to the San Luis Unit of San Luis NWRC:**

Ranking Criteria: 0=No Knowledge or Experience, 1=General Knowledge and General Experience in California 2=Specific Knowledge and Experience in San Joaquin Valley

*Describe your experience in identified grazing operations or techniques and ownership of specific types of sheep and stocking rates identified to accomplish Service objectives.*

*Describe your knowledge and experience in invasive plant control utilizing grazing techniques including adjusting seasonal stocking rates and seed spread minimization practices*

*Describe your skills to maintain grazing infrastructure to safely implement a grazing program. Approximately 15 miles of fencing will need to be put up and taken down each grazing season.*

*Describe your knowledge and experience of grazing methods and techniques adjacent to San Joaquin Valley wetland ecosystems including fencing techniques.*

*Describe your ability to quickly move sheep to other locations, both on and off refuge, on short notice (48 hours or less) to facilitate refuge prescribed fire or herbicide treatments of grazed uplands or in the event of threat wildfire.*

*Describe your ownership or access to proper equipment, materials, labor, or other resources to participate in the cost-sharing nature of a CAA (e.g. own the equipment and staff needed for successful agricultural practices on the refuge such as provide corral infrastructure for loading and unloading livestock);*

*Describe your ability to provide in-kind services to assist the refuge in carrying out a successful cooperative agriculture program (e.g. purchasing herbicides from local vendors upon request of the refuge, pay utility bills for infrastructure used to provide water to sheep, maintaining roads 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:

## Attachment 2

### EXAMPLE ANNUAL GRAZING PLAN 20XX

The Refuge and Cooperator agree that modifications to stocking levels, areas to be grazed, or dates to be grazed may be necessary due to annual variations in rainfall or factors related to management of the Refuge. Any additional modifications required by the Refuge will be coordinated with the cooperator in a timely fashion, to avoid adverse impact to the cooperator's operation. Any modification requested by the cooperator will require prior approval by the Assistant Refuge Manager.

#### **San Luis Unit North Sheep Grazing Area**

Acreage: 1,213

Dates of Use: 02/15 to 08/30

Stocking Rate per month: 220AUM (1,100 Sheep x 0.2 AUE)

#### **Notes/Special Provisions:**

- Sheep will be stocked in the hunt area at the conclusion of hunting season (February 15<sup>h</sup>, 2021). The management goal is to control emerging invasive broadleaf plants on the roads and water control structures of the hunt area to reduce chemical application and mowing of this infrastructure by refuge staff. Control of thatch in upland areas between wetland basins is also of benefit but weed control on access roads is the priority. The main roads will be blocked with gates that can be easily moved by staff during daily water patrol (Map attached). Sheep should remain in hunting area until drawdown begins in early to mid-April.
- Refuge will provide minimum 2 weeks notification before sheep will need to be moved out of the hunt area to prevent grazing of germinating wetland plants. Once this notification is given sheep can be stocked in the area known as the Cul-de-Sac (between Salt Slough and Deadman Slough, south of the Moffet 1 West wetland unit) and moved through the rest of the unit (except grazing exclusion area and wetland units for season-long grazing as directed).
- Grazing is not allowed in the upland areas being managed as dense nesting cover near reverse cycle wetlands.
- Grazing of wetland basins is not permitted. Temporary electric fence must be installed around wetland basins within one week of water level drawdown.
- The Cooperator will use Hunt Area parking lots 1 and 3 or the boneyard site to store materials. The trailer camp and corrals must be removed within 1 month after the end of the grazing season.
- Each area will be grazed at least twice to provide control during early and late periods of weed growth.

### **San Luis Unit Sanctuary Sheep Grazing Area**

Acreage: 586

Dates of Use: 02/15 to 04/15

Stocking Rate per month: 220AUM

- Electric fence will be erected along the length of the shrub/forb planting site along the South Strip toe drain.
- After the end of annual waterfowl hunting season, sheep can be moved through the rest of the unit (except riparian corridors and wetland units for season-long grazing as directed).
- Grazing of wetland basins and woody riparian corridors is not permitted. Temporary electric fence must be installed around wetland basins within one week of water level drawdown.
- Electric fence will be erected along auto tour routes adjacent to grazing areas. In order to protect known populations of hispid birds-beak, if the area south of the shop (directly across from the elk pasture) is grazed after June 1, it will be fenced accordingly to exclude hispid bird's-beak from being grazed. Refuge staff will assist the Cooperator in identifying areas to fence in such a scenario.

### **San Luis Unit South Sheep Grazing Area**

Acreage: 378

Dates of Use: 12/01 to 02/15

Stocking Rate per month: 220AUM

#### **Notes/Special Provisions:**

- Sheep will be stocked first in the South Strip between the Tour Loop road (south of South Marshes and South Souza and the Refuge's southern boundary, as well as the South Marsh area (including the grassland restoration site).
- Electric fence will be erected along the length of the shrub/forb planting site along the South Strip toe drain.
- After the end of annual waterfowl hunting season, sheep can be moved through the rest of the unit (except riparian corridors and wetland units for season-long grazing as directed).
- Grazing of wetland basins and woody riparian corridors is not permitted. Temporary electric fence must be installed around wetland basins within one week of water level drawdown.
- Electric fence will be erected along auto tour routes adjacent to grazing areas. In order to protect known populations of hispid birds-beak, if the area south of the shop (directly across from the elk pasture) is grazed after June 1, it will be fenced accordingly to exclude hispid bird's-beak from being grazed. Refuge staff will assist the Cooperator in identifying areas to fence in such a scenario.



## **Total All Units**

Acreage: 2,170

## **General Sheep Grazing Notes and Special Provisions**

The Refuge may request that sheep be put into a wetland unit scheduled for rehabilitation as part of site preparation. The Assistant Refuge Manager or Refuge Biologist will contact the cooperators as soon as wetland unit prescriptions are made so that such action can be incorporated into the grazing program.

### **Refuge Management:**

- The U. S. Fish and Wildlife Service manages refuge lands using diverse tools including the use of grazing, herbicides, prescribed fire, mechanical manipulation of habitat, and various irrigation and water management regimes. The refuge reserves the right to use any or all of these tools on refuge lands to meet habitat management objectives.
- Grazing beyond the month of August will not occur unless the Refuge requests an extension to the grazing period to achieve Refuge habitat goals. As the grazing progresses, the Cooperator and the Refuge shall coordinate sufficiently to avoid an extension of the grazing season because of an inability to move animals during lambing season.
- In the event of a prescribed burn for habitat management, Cooperators will be notified a minimum 48 hours before anticipated burn implementation so that their animals can be moved offsite. The refuge will attempt to provide an additional site for grazing nearby.
- Existing gates are to remain locked at all times.
- No lethal predator controls such as poison baits, shooting or trapping will be employed to control coyotes or other wildlife on the Refuge. Possession of uncased firearms by Cooperators or their employees while on Refuge property is prohibited.
- All litter and debris generated by the grazing operation will be removed daily from the Refuge by the Cooperator.
- In the event of a wildfire, the Cooperator or his employees shall immediately notify the Refuge office (209-826-3508) during business hours. After business hours call the Assistant Refuge Manager (209-587-0369) or call 911.
- Cooperators and their employees shall abide by all other refuge regulations and guidelines as relayed by the Refuge Manager or designated representative.

### **Fencing:**

- Grazing of wetland basins is not permitted. In order to maximize protection of wetland habitats, temporary electric fence must be installed around wetland basins within one week of water level drawdown.
- Temporary electric fence will be used to divide the grazing area into paddocks and exclude sheep from areas not to be grazed. Paddocks will usually be upland areas between wetland units. Animals will be rotated among paddocks in a manner that most effectively achieves Refuge habitat goals.

- Electric fencing should be used to prevent sheep from foraging inside any wetland basin when water-levels are lowered in the spring. \*A minimum 8 foot buffer should be left between road edges and electric fences along auto tour routes to allow for mowing of the immediate road shoulder. When electric fence is placed around water control structures, it shall be placed with the fence on the water-side of the structure, so that Refuge staff will not have to cross under or over the fence to service the structure.
- Except as necessary to install/ remove fences, no off-road driving of trucks or other vehicles will be allowed on unimproved upland pastures in the interior of any unit. Travel within units will be by ATV or by horseback.
- All fences necessary for the grazing operation will be maintained by the Cooperator. Except for steel posts, all fences will be removed from the Refuge no later than 2 weeks after the end of the grazing period.

#### Grazing Operations:

- When sheep escape from grazing areas they must be captured as soon as possible. The Cooperator will continue to attempt to recapture the animal daily until successful.
- Any injured or sick livestock will be given prompt veterinary or other appropriate treatment. If the animal is considered too injured or sick to recover, it will be promptly euthanized by the Cooperator or other qualified persons. Any livestock carcasses on the Refuge will be promptly removed by the Cooperator.
- When sheep are penned or sheared at parking lots, every effort should be made to enclose sheep on the graveled surface of the lot and minimize the area outside of the lot where sheep are enclosed.
- Trucking of animals into or out of the Refuge will not be allowed during hunt days of the waterfowl season and the youth/veteran late hunt days. Hunt days are Saturdays, Sundays, and Wednesdays during open hunting seasons.
- Sheep are to be bedded in areas characterized by abundant weeds. Bedding areas are not to be used repeatedly such that all vegetation or vegetation residue is eliminated, as this creates bare soil and contributes to future weed problems. Bedding areas are not to be located in areas with woody vegetation, such as iodine bush, coyote brush, or quail brush, nor in areas with perennial native grasses such as alkali sacaton or creeping wildrye.
- All working animals, such as dogs, must be maintained under the control of the cooperator. Working animals are not permitted to remain on the refuge beyond grazing periods. Cooperator will take care to ensure working animals do not threaten or appear to threaten public safety along tour routes and hunt areas or harass wildlife. Cooperator will provide sound animal care and husbandry for working dogs.

#### Administration:

- The dates of use, animal units, AUMs, and total value of grazing privileges, as specified in the annual grazing plan, are for planning purposes and are intended to reflect, as accurately as possible, subsequent grazing activities. Actual value of grazing privileges will be calculated from actual dates of use, actual animal units, and actual AUMs, as determined at the end of the grazing season.
- Cooperators are asked to submit turn-in and take-out dates and animal unit numbers to the San Luis ARM. For Cooperators who graze Refuge units year-round, two reports

each year are requested, one in July and one in January. Timely submittal of reports greatly assists the Refuge in administering CLMA accounts.

- Unless the Refuge Manager (San Luis NWRC) has provided approval, the use of any pesticide or herbicide on the Refuge by the Cooperator is prohibited.

The Refuge and Cooperator agree that modifications to stocking levels, areas to be grazed, or dates to be grazed may be necessary due to climatic conditions, forage quantities, or factors related to management of the Refuge. Any such modification required by the Refuge will be coordinated with the cooperator in a timely fashion, to avoid adverse impact to the cooperator's operation. Any modification requested by the cooperator will require prior approval by the Refuge.

### **Approvals**

**USFWS:  
Project Leader**

**By:** \_\_\_\_\_

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

**Cooperator:  
Cooperator Name**

**By:** \_\_\_\_\_

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

## **APPROVED PESTICIDES**

**Approval Process.** Any application of pesticides on the refuge must be approved in advance by the Service. The Service's approval process begins with a request submitted by the cooperator which must include documentation of the problem, proposed application dates, amounts, methods, and chemicals requested for use.

An approved Pesticide Use Proposal (PUP) is required before pesticide application and Cooperator is required to follow the associated guidelines. The Cooperator shall provide the Project Leader (or designee) with product labeling and/or the Safety Data Sheet 60 days prior to use to provide adequate time to determine approval or disapproval of the product.

No restricted use chemicals will be permitted for use on the refuge. Neonicotinoid chemical cannot be used.

The Service will notify the cooperator when and if approval is received. All chemical application must be done in accordance with [State Regulating Entity] and Service regulations, and label instructions.

Roundup Original, Honcho, Cornerstone 5 Plus, Glystar Plus, Credit 41  
Milestone Specialty  
AquaNeat, Rodeo (Dow AgroSciences LLC), Habitat (SePRO)  
Sterling Blue (Winfield)  
Vanquish (Syngenta)  
Garlon 4 Ultra  
Telar XP (DuPont)  
Clarity  
Steadfast Q

**Fungicides and Insecticides.** Use of fungicides and insecticides will not be allowed under this agreement.

**Reporting.** The Cooperator may be required to post fields and/or provide maps (GPS coordinates) after pesticide application. The Cooperator is required to report pesticide use by November 30.