

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C
APPLICATION FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON
SAN JOAQUIN RIVER NWR GRAZING AND FARMING UNITS 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 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 and use of NWRS lands, resources and facilities.
- In addition to providing the U.S. Fish & Wildlife Service (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 cattle grazing and farming 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 winter forage supplies for arctic-nesting geese, sandhill cranes, and other migratory birds by growing corn and winter wheat crops, and managing irrigated pastures and native grasslands
- Providing summer and fall foraging habitat for white-faced ibis, long-billed curlews and other wading birds through flood irrigations of managed pastures.

- 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 habitat to meet refuge resource goals. As part of the grazing and farming program, the cooperator will be responsible for maintenance and/or upgrades of all grazing and farming 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 and farming fees with maintenance and improvement of infrastructure and habitat improvement/restoration.** The cooperator may also propose maintenance or infrastructure projects on the Refuge, and following approval by 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 year-round, with seasonal adjustments between uplands and irrigated pasture. 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.

Farming

Alfalfa crops are leased on a per acre basis and corn production is on a share crop basis.

Annual Billing Period

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

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).

Applicants will possess the professional knowledge, aptitude, and resources to manage annual/perennial grasslands and croplands for the benefit of 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 522 acres of irrigated pastures, 335 acres of native grasslands and 760 acres of croplands on the Refuge for the 2022/23 season, with the option to extend for an additional four years.

Attachment 1: Application Form

Ranking Criteria	Scoring Criteria (Points)		
	Circle Yes or No		
	0		1
Current ranching 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 150 or more head of cattle 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 o 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 livestock 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
Experience managing irrigated pastures, growing corn and winter wheat using non GMO seed with minimal herbicide inputs.	None	< 5 years	5 - 10 years	> 10 years

What dollar value per AUM are you willing to pay (minimum bid \$12/AUM Upland; \$20/AUM Irrigated Pasture). AUM is defined as an Animal Unit per Month (see table for AUM definition)

(Write Answer): \$ _____ /AUM Upland, \$ _____ /AUM Irrigated Pasture

Animal and Class	Animal Unit Equivalent (AUE)
Cow	1.00
Cow/Calf Pair	1.00
Bull	1.50
Yearling	0.80
Weaned Calf	0.60

Alfalfa is currently grown on approx. 200 acres on a per acre lease arrangement. What dollar value per acre are you willing to pay for alfalfa crop production?

Corn is currently grown on approx. 475 acres on a share crop agreement. What percent of corn crop production are you willing to accept?

Additional Objective Criteria specific to the San Joaquin River 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 knowledge and experience of growing wildlife friendly crops, specifically corn, alfalfa and winter wheat, in the San Joaquin Valley without using genetically modified seed sources and your knowledge and experience maintaining irrigated pastures for the benefit or artic nesting geese.

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

Describe your knowledge and experience in invasive plant control utilizing grazing and farming techniques including adjusting seasonal stocking rates and seed spread minimization practices. Please give examples.

Describe your experience and success with Integrated Pest Management techniques, and your willingness to follow the Service's required IPM policy which includes trying non-chemical methods and minimizing application of chemical pesticides.

Describe your skills to maintain grazing infrastructure (including temporary and permanent fencing) to safely implement a grazing program.

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

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

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, pay utility bills for infrastructure used to provide water to cattle and habitat, hire services to maintain refuge roads, pumps, pipelines and infrastructure, etc).

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 of Annual Farming and Grazing Plan,
San Joaquin River NWR**

Grazing:

1. The intent of the FWS is to have the pastures maintained in a short cropped condition during October through March to provide foraging habitat for geese, cranes, and other migratory birds; then grazed during the rest of the year to maintain the grassland community and control exotic or noxious weeds. Grazing regimes will differ between irrigated pasture and dry pasture (native uplands) as specified in items 2 and 3.
2. The grazing period for the irrigated pastures will be year-round with a goal of having individual pastures grazed approximately 8 months out of 12. Fall-winter grazing levels should be managed with the objective of having the pastures in short-cropped condition, approximately 4 - 6 inches in height from early October to March. Projected annual stocking rates on individual fields should range from 0.6 - 1.3 AU/acre per month for 8 months dependent on pasture productivity and refuge management objectives.

Irrigated Pastures	Acres	Au/Ac//Mo	# of Mos.	AUMs
Lower 34	32	1.0	8	256
Maze Bottom	71	0.6	8	341
South Johnson	81	0.8	8	518
Johnson Corral	111	1.0	8	888
Quresma Field	50	1.3	8	520
Beet Field	46	1.0	8	368
90-Acre Field	101	0.6	8	484
Colter Field	<u>30</u>	0.6	8	<u>144</u>
Total acres	522		Total AUMs	3,519

3. The grazing period for the native uplands (dry pastures) on normal or heavy rainfall years will be from January 1-June 1st, and December 1-31. Within this time period individual pastures should be grazed for a total of 4 months. Under normal conditions, the Cooperator should begin grazing by December 10th. Projected annual stocking rates are 1 AU/acre/month for 4 months. Wetland vegetation on Nelson and Buffington requires grazing exclusion in spring with installation of temporary fencing or shortened grazing period. Bulls are not turned out onto native uplands during the dry season, or when native terrain is impacted by their presence.

Native Uplands	Acres*	AU/Ac/Mo.	#ofMos.	AUMs
Riley Slough Fields	22	1	4	88
Airport	87	1	4	348
Buffington Native	163	1	4	652
Nelson Lake	<u>65</u>	1	4	<u>260</u>
Total acres	337		Total AUMs	1,348

Annual Total (irrigated 3,294 AUM and native 1,580 AUM) = 4,874 AUMs

4. Variation in the monthly stocking rates to match forage production will be permitted after consultation with the Assistant Refuge Manager. Both the stocking rate and duration (grazing period) on native uplands will be adjusted downward during low rainfall conditions and upward during high rainfall conditions. FWS may request adjustments in stocking rates and timing to control invasive weeds. FWS will notify cooperator to discontinue late season grazing when wetland vegetation may be negatively impacted by cattle, and Cooperator will remove cattle in a timely and reasonable manner (2 weeks).
5. Cooperator will pay all water costs and irrigation expenses associated with irrigating permanent pastures. The exception to this is in the South Johnson, Johnson Corral, and Queresma fields where water costs are paid by FWS through its annual assessment to the Modesto Irrigation District.
6. Maintenance of existing fencing necessary to ensure cattle do not escape outside of the grazing pasture units will be the responsibility of the Cooperator.
7. The Cooperator will be responsible for installing and maintaining electric fences as necessary to exclude cattle from habitat restoration sites or sensitive wetlands. Labor and other costs associated with fencing (excluding materials) will credited (\$250/mi. for take down) against grazing fees owed to the FWS.
8. The Cooperator will maintain a log of stocking rates, stock types, turn in/turn out dates by field designation and total AUMs and submit those to the Assistant Refuge Manager. An annual report will be submitted by February 28th.

Farming:

1. The 178 acre Dairy Field will continue to be managed for alfalfa hay production in 2022 and rotated to corn in 2023. The 22 acre E. East Dairy Field will also continue to be managed for alfalfa hay production. All haying will be completed by November 15th.
2. The Cooperator is allowed, with prior approval, to hay or mow irrigated pastures as part of a pasture improvement program. To reduce impacts to ground nesting birds, no haying will be allowed prior to June 1st.
3. Cooperator is allowed to plant the 29-ac. East Colwell Field to a small cereal grain in the Fall (after the corn silage/grain crop is harvested, see special use permit section) under a single crop lease value applied as a credit for services owed to FWS under the CAA. This field is incorporated into the the share-crop agreement (as are the rest of the Christman/Colwell Fields) because its small size limits goose and crane use. Cooperator is required to harvest this field each spring in time to be planted to corn or other silage crop along with the Christman and Colwell Fields.

4. Cooperator is responsible for all aspects of planting, growing, and harvesting the winter wheat, corn, alfalfa, and pasture hay. This includes site preparation, seed, fertilizer, herbicide spraying, irrigation, labor, and equipment.
5. Cooperator is allowed to use FWS-owned lift pumps and wells to irrigate crops and pastures. Cooperator is required to notify Refuge prior to start of irrigation season in order to coordinate pump use. Pump operators must check running pumps daily, and record dates and times (in log book at each pump).
6. The MID electric use accounts, for all refuge pumps used for the CAA program, will be under Cooperator's name and monthly statements sent directly to the Cooperator for payment. Copies of the monthly statements will be provided to Refuge. Cooperator and the Refuge will maintain written records of use in Logbooks kept at each pump. This will allow power charges for crop production and wetlands management to be separated out at end of year. The Cooperator will be responsible for power costs associated with farming and grazing. Power costs associated with wetlands management will be credited to Cooperator as a service provided to FWS.

SHARE CROP FARMING

1. A total of 576 acres of corn are planned to be planted on a share-crop basis on the Page (122 ac.), Hatmark (134 ac.), North Christman (54 ac.), South Christman (109 ac.), West Colwell (128 ac.), and East Colwell (29 ac.) fields by the Permittee (also the CLMA Cooperator). The Permittee will plant its share (XX%) in corn and harvest it as either silage or grain. The FWS portion (XX%) will be a 105-day or longer grain variety and planted no later than July 1st and will include most of the Page field. That acreage will be grown to maturity and later mowed by FWS for goose/crane forage. The Permittee will plant a corn variety and apply fertilizer on both his and the FWS portions of the fields. Permittee will control weeds as necessary to obtain similar level of weed control and crop production on both the FWS and permittee portions of the corn crop.
2. If the Permittee's portion is harvested as grain, the stubble may be mowed and baled for bedding or silage but the field will not be disked until the following spring. The waste grain and short stubble provide wildlife foraging benefits. If the field is to be harvested as grain early enough in the fall to plant winter wheat, FWS and the Permittee will meet and agree on how much will be left as stubble and how much will be planted as winter wheat.
3. Permittee may plant up to 290 acres of winter wheat in the North Christman, South Christman, and West Colwell Fields on a share-crop basis in fall after the corn in these fields is harvested. FWS portion of the winter wheat crop will be in the form of growing green wheat stems available in the fall and winter as forage for geese and other migratory birds. The permittee portion of the crop will be the winter wheat stand to be harvested the following spring.

4. The permittee is responsible for all costs associated with the planting, growing and harvesting of the corn and winter wheat crop. These costs include site preparation, seed, fertilizer, agri-chemicals, herbicide application, irrigation, labor and equipment.

OTHER FARMING AND GRAZING PROVISIONS APPLICABLE TO CAA AND SPECIAL USE PERMIT

1. Except as necessary to construct or repair fences, no driving of trucks or other vehicles will be allowed on the native pastures (see item page 1, item 3) in the interior of the unit unless approved by FWS. Travel within the unit will be by ATV or by horseback.
2. Unless specifically approved, no lethal control measures such as poison baits, shooting, or trapping will be employed by Cooperator to control coyotes, ground squirrels, or other wildlife on Refuge lands. FWS may, subject to staff availability, trap ground squirrels or control populations along the east edge of the East Dairy field.
3. No control of vegetation on levee banks or field edges by herbicide, mechanical, burning, or other means will be allowed without authorization by the Assistant Refuge Manager (Eric Hopson).
4. Cooperator is authorized to mow and/or treat with herbicide the northeastern and eastern road shoulders and bluff adjacent to the North Christman, South Christman, and West Colwell fields.
5. Cooperator is authorized to maintain a fire break along south side of Beckwith Road inside the fence by means of scraping (preferred), mowing or disking no more than 12 feet wide. No other firebreaks will be permitted on Refuge lands unless specifically authorized by the Assistant Refuge Manager (Hopson).
6. Upon discovery of a wildfire, the Cooperator shall immediately notify the nearest Stanislaus County Fire Station followed by notification of the Fish and Wildlife Service by calling Hopson (209) 587-5532 or 209-601-2415 [after hours]), or the Los Banos office (209) 826-3508 during regular business hours.
7. Cooperator and its employees shall abide by all other Refuge regulations and guidelines as relayed by the Refuge Manager (Kim Forrest) or her designated representative.
8. Refuge Manager and Cooperator/Permittee agree that weather and flooding (especially where the levee was breached near the Christman/Colwell Fields) may impact Cooperator/Permittee's ability to plant, cultivate, and harvest agricultural crops on Refuge lands. Under such conditions, Cooperator/Permittee will not be held liable (for accountable crop share portions, rental fee values) for any damages to, or delays in or inability to plant, cultivate, or harvest the FWS portion of the agricultural crops. The

FWS will not be held liable for any damages to, or delays in or inability to plant, cultivate, or harvest the Cooperator/Permittee's portion of the crop. Amount of crop damage and any adjustments to respective crop shares will be documented as a supplement to the annual grazing/farming plan.

11. FWS and Cooperator agree that seasonal modifications to grazing rates and areas to be grazed or kept ungrazed for purposes of wildlife and threatened or endangered species management may be necessary to accomplish refuge management goals.

General Notes/Special Provisions

If the cooperator named in this document is unable to supply the appropriate number and/or type of livestock to achieve desired habitat management goals, or to stock them in a management unit for an appropriate amount of time, the Refuge reserves the right to enter into agreements with other cooperators who can. The Refuge may approve modifications to the stocking levels and dates of use identified in this document to account for the effect of climatic variability on forage quantity.

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.

Any application of pesticide or herbicide on Refuge property by the Cooperator, or by an entity supervised or contracted by the Cooperator, must adhere to the following conditions:

- The use of any chemical is permitted only if the Refuge has a current, approved, USF&WS Pesticide Use Proposal for that chemical.
- Applicators must record all necessary information on data sheets provided by the Refuge each day chemical applications are conducted.

Refuge property or facilities are not to be used for purposes that are not associated with the ordinary or daily grazing or farming activities (such as storage of equipment, property, or livestock belonging to the Cooperator) specified in this annual plan or in the Cooperative Agricultural Agreement between the Refuge and the Cooperator.

All electric fences are to be removed or dropped to the ground immediately after livestock are removed from grazing units.

Due to FWS Policy on Genetically Modified Organisms (GMO), use of Round-up Ready Corn or other GMO seed varieties will not be allowed on Refuge lands.

Approvals

**USFWS:
Project Leader**

**Cooperator:
Cooperator Name**

By: _____

By: _____

Date: _____

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 on a monthly basis.